

Form 15

MORTGAGE

Land Titles Act, S.N.B. 1981, c. L-1.1, s.25
Standard Forms of Conveyances Act, S.N.B. 1980, c. S-12.2, s.2

PARCEL IDENTIFIER:

[Insert PID]

MORTGAGOR:

[Insert full name of mortgagor]

[Insert address of mortgagor]

MORTGAGOR:

[Insert full name of mortgagor]

[Insert address of mortgagor]

SPOUSE OF

[Insert name of mortgagor.
Delete if not applicable]

[Insert full name of spouse of mortgagor]

[Insert address of spouse of mortgagor]

MORTGAGEE:

[Name]

[Insert address of applicable branch]

GUARANTOR:

[Insert full name of guarantor. Delete if not applicable]

[Insert address of guarantor. Delete if not applicable]

MANNER OF TENURE:

NOT APPLICABLE

**LIMITATION OF RIGHT,
TITLE OR INTEREST
MORTGAGED:**

[Delete if not applicable.] [Specify - e.g., leasehold interest]

PRINCIPAL SUM:

_____ Dollars
(\$ _____) in Canadian funds advanced by the mortgagee to the mortgagor (the
"Principal Sum").

INTEREST RATE: The Prime Rate of the mortgagee per year, as it will vary from time to time, plus/minus _____ per cent (_____%) per year (the "Interest Rate"). The Prime Rate of the mortgagee means the annual rate of interest announced by Royal Bank of Canada from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada.

HOW INTEREST CALCULATED: monthly not in advance, before and after maturity of this mortgage, and both before and after default and judgment, until paid.

INTEREST ADJUSTMENT DATE: _____ (the "Interest Adjustment Date").

TERM: _____.

PAYMENTS: If all or part of the Principal Sum is advanced before the Interest Adjustment Date, the mortgagor shall pay accrued interest on the money advanced at the Interest Rate calculated in the manner required under this mortgage from the day the money is advanced until the Interest Adjustment Date. The mortgagor shall pay this interest on the first day of each month until the Interest Adjustment Date. If the Interest Adjustment Date is not the first day of a month, the mortgagor shall pay interest from the first of the month until the Interest Adjustment Date. The mortgagee may deduct from any advance any interest that is due and payable on the date of the advance. After the Interest Adjustment Date, the Principal Sum, together with interest at the Interest Rate, calculated in the manner required by this mortgage and computed from the Interest Adjustment Date, shall become due and payable and be paid in installments of _____ Dollars (\$ _____) each on the Payment Dates stated below. For the purposes of prepayment this Mortgage is a Closed Mortgage/an Open Mortgage (delete inapplicable option).

PAYMENT DATES: from and including the _____ day of _____, _____ and thereafter on the _____ day of each and every month in each and every year (the "**Payment Dates**") to and including the _____ day of _____, _____, and the balance, if any, of the Principal Sum and interest shall become due and payable and be paid on the Maturity Date.

MATURITY DATE: _____ (the "**Maturity Date**").

PLACE OF PAYMENT: At such office or branch of the mortgagee as the mortgagee may designate from time to time.

Statutory Covenants and Conditions Excluded: _____ ALL _____

Optional Covenants and Conditions Included: _____

The affidavits and other documents attached hereto as **Schedule "D"** form part of this mortgage.

The mortgagor mortgages (subject to the specified limitation) [delete if inapplicable] to the mortgagee in the specified manner of tenure the specified parcel to secure repayment of the principal sum with interest as well after as before maturity as specified.

The mortgagor acknowledges/The mortgagor and the guarantor acknowledge [delete inapplicable option] receipt of the text of the covenants and conditions which are contained in this mortgage by reference to a distinguishing number or by virtue of subsection 25(4) of the *Land Titles Act*, and agrees to be bound by them to the same extent as if set out at length herein.

The spouse of the mortgagor joins in this instrument and consents to this disposition for the purpose of complying with Section 19 of the *Marital Property Act*.
[Delete if not applicable.]

Date: _____

Witness:

Mortgagor:

Witness:

Mortgagor:

Witness:

Spouse of _____:
Insert name of mortgagor. Delete if not applicable]

Delete if not applicable]

Witness:

Guarantor:

[Delete if not applicable]

Form 55

AFFIDAVIT OF MARITAL STATUS
Land Titles Act, S.N.B. 1981, c.L-1.1, s.81

DEPONENT:

_____ [Insert name of Deponent]

_____ [Insert address of Deponent]

**SPOUSE OF
DEPONENT:**

_____ [Insert name of Spouse of Deponent. Delete if not applicable]

**DATE OF DOMESTIC
CONTRACT:**

_____ [Delete if not applicable]

**DATE OF COURT
ORDER:**

_____ [Delete if not applicable]

I, the deponent, make oath and say:

- 1. That I am a person conveying an interest in the attached instrument and have personal knowledge of the matters hereinafter deposed to;

[DELETE INAPPLICABLE CLAUSES]

- 2. **That I am not married;**

OR

That the name of my spouse is as specified above;

- 3. That I have no former spouse with a right under the *Marital Property Act* to any interest in or possession of the subject land;

- 4. That the subject land has/has not [Delete inapplicable clause] been occupied by me and my spouse as our marital home;

- 5. [delete inapplicable clauses] **That my spouse has joined in this instrument and has consented to the disposition for the purpose of complying with section 19 of the *Marital Property Act*;**

OR

The signature of my spouse is not required

because my spouse has released all rights to the marital home by reason of a domestic contract dated as specified above.

OR

the marital home has been released by order of The Court of Queen's Bench of New Brunswick dated as specified above, pursuant to paragraph 23(1)(b) of the *Marital Property Act*.

OR

this disposition has been authorized by The Court of Queen's Bench of New Brunswick by order dated as specified above.

- 6. That I am the full age of nineteen years and upwards and not a "non-resident" for any purposes of the *Income Tax Act* (Canada).

SWORN TO at _____,)
_____, on _____,)
_____, before me: _____)
_____) _____)
_____) _____)
Commissioner of Oaths)
Being a Solicitor)

Form 45

AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

DEPONENT:

[Insert name of Deponent]

[Insert address of Deponent]

**OFFICE HELD
BY DEPONENT:**

CORPORATION:

[Insert name of Corporation]

**OTHER OFFICER
WHO EXECUTED
THE INSTRUMENT:**

[Insert name. Delete if not applicable]

[Insert address. Delete if not applicable]

**OFFICE HELD BY
OTHER OFFICER
WHO EXECUTED
THE INSTRUMENT:**

[Delete if not applicable]

**PLACE OF
EXECUTION:**

**DATE OF
EXECUTION:**

I, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
- 2. That the attached instrument was executed by me (and the other officer(s) specified above) as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
- 3. That the seal of the corporation was affixed to the instrument by order of the Board of Directors of the corporation;

OR [DELETE INAPPLICABLE CLAUSE]

That the corporation has no seal;

- 4. That the instrument was executed at the place and on the date specified above;
- 5. That the ownership of a share of the corporation **does/does not** [Delete inapplicable clause] entitle the owner thereof to occupy the parcel described in the attached instrument as a marital home.

SWORN TO at _____)
 _____, on _____)
 _____, before me: _____)
 _____)
 _____)
 Commissioner of Oaths)
 Being a Solicitor)

Form 44

CERTIFICATE OF EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

NOTARY PUBLIC:

_____ [Insert name]

_____ [Insert address]

JURISDICTION:

**PLACE OF RESIDENCE
OF NOTARY PUBLIC:**

**PERSON WHO
EXECUTED THE
INSTRUMENT:**

_____ [Insert name of person]

PLACE OF EXECUTION:

DATE OF EXECUTION:

I, the notary public, a Notary Public in and for the jurisdiction specified above and residing at the place of residence specified above, do hereby certify:

1. That the person who executed the attached instrument personally appeared before me;
2. That the person is known to me or the person's identity has been proved to my satisfaction;
3. That I explained to the person the contents of the attached instrument to the best of my professional abilities;
4. That, after receiving the explanation, the person executed the attached instrument voluntarily at the place and on the date specified above;
5. That the person acknowledged that he or she is of the age of majority;
6. That I have ascertained that the name by which the person is identified in the attached instrument is the person's name in accordance with the *Naming Conventions Regulation* under the *Land Titles Act*; and
7. That I have signed the attached instrument next to the signature of the person for whom this Certificate of Execution has been prepared, with my name printed legibly underneath my signature.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Place: _____

Date: _____

Notary Public: _____
[Signature]