

# Schedule

# Land Titles

Additional Information

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## SCHEDULE A (Fixed Rate)

Recitals:

- (A) We are lending money or providing other forms of credit (either now or in the future) to [Insert name of Customer] who is referred to in this Schedule and the Standard Charge Terms as the "Customer". If more than one person is the Customer, the term "Customer" refers to all such persons.
- (B) In this document, we use the word "you" to describe the person who has signed, authorized or promised to be bound by this Mortgage. If more than one person has signed, authorized or promised to be bound by this Mortgage, then all of those persons will be jointly and severally liable to comply with all Promises under this Mortgage. The definition of "you" also includes "your".
- (C) In this document, we use the word "we" or "us" to describe the financial institution lending money or providing other forms of credit to the Customer, which is the same as the mortgagee under this Mortgage. The definition of "we" also includes "us" and "our"
- (D) The term "Customer Liabilities" means all debts and other obligations the Customer owes to us, including:
  - 1. All the Customer's debts and obligations, whether the debts are owing now or in the future, whether the debts are absolute or contingent, and whether they are due now or at some time in the future;
  - 2. Any extensions, renewals or amendments of the debts or obligations;
  - 3. Debts and obligations incurred or arising inside Canada or anywhere else;
  - 4. Debts and obligations incurred with others; and
  - 5. Obligations the Customer incurred as principal debtor or as a guarantor or surety.
- (E) If the Customer Liabilities are reduced, or increased, or paid off, and then incurred again, the Customer Liabilities include all of those liabilities, up to the Principal Amount.
- (F) Unless otherwise defined, any capitalized terms mean the same as they do in the set of standard charge mortgage terms that apply to this Mortgage.

### This Mortgage

- (1) You have agreed to grant this Mortgage of your Property as a continuing security for payment of all the Customer Liabilities.
- (2) The parties agree that this Mortgage will secure an amount up to \$[insert principal amount] (the "Principal Amount") (together with interest and compound interest at the Interest Rate and our Costs). This Mortgage will not secure any amount of the aggregate principal part of the Customer Liabilities that exceeds this amount.
- (3) You promise to pay us, on demand, the Customer Liabilities not to exceed the Principal Amount, together with interest on the amount demanded at a rate of [insert interest rate]% per annum (the "Interest Rate"). This interest will be calculated monthly, not in advance and is payable on demand, before and after Default and judgment. Interest will be charged on overdue interest at the Interest Rate.

This Schedule forms part of a \_\_\_\_\_,

From \_\_\_\_\_ To \_\_\_\_\_,

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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