

**AGF TRUST COMPANY
SASKATCHEWAN MORTGAGE**

The Land Titles Act, 2000

1. I/we _____ (the "borrower") being registered as owner(s) of all that piece of land located in the Province of Saskatchewan (the "land") described as follows:

Parcel Number(s):

Reference Land Description:

in consideration of the sum of _____ DOLLARS \$ _____ (the "principal amount"), lent to the borrower by **AGF Trust Company** (the "lender"), whose address is _____, the receipt of which sum the borrower hereby acknowledges, covenants with the lender that:

2. Repayment

The following completed section applies:

The borrower will pay to the lender in lawful Canadian Dollars on each payment date at the address set out in this Mortgage or as otherwise provided in the Additional Mortgage Terms and Conditions (as defined below) regular payments of principal and interest. The interest rate will be _____ per cent per annum and will be calculated semi-annually not in advance. Interest on the principal amount is payable at the current mortgage rate both before and after the balance due date, default and judgment, until the principal amount has been paid in full.

Interest on all money advanced to you will be calculated daily at the current mortgage rate on the date of each advance up to and including the day preceding the _____ day of _____, _____ to be paid by you on the date last mentioned (the "interest adjustment date"). At our option, such interest will either: (i) be payable by you on the interest adjustment date; (ii) be added to the loan amount on the interest adjustment date and bear interest at the current mortgage rate; (iii) be deducted by us from any advance or advances which we make; or (iv) be debited by us from the account referred to in paragraph 6(e) of the Additional Mortgage Terms and Conditions on the first regular payment date.

You will make, thereafter, regular payments of principal together with interest thereon at the current mortgage rate in the amount of _____ DOLLARS (\$ _____) (which include principal and interest) on the _____ day of _____, _____ (the "First Payment Date") and each and every _____ thereafter up to and including the _____ day of _____, _____ (the "Balance Due Date"), and the balance of the said principal amount then remaining unpaid and all accrued and unpaid interest and other moneys (if any) then owing under the Mortgage to become due and paid on the Balance Due Date.

3. Grant of Mortgage

In return for our lending you the principal amount or such of the principal amount as is advanced to you from time to time (which by signing and delivering the Mortgage you acknowledge having received from us):

- (a) if you are the owner of your property, you mortgage and charge your entire estate and interest in your property to us; or
- (b) if you are a tenant or lessee of your property under a lease, you mortgage, charge and assign your entire interest (including any option or right of first refusal to purchase) in your property, for the term of your lease (except the last day of such term), including any renewals to us to secure repayment of the loan amount and to ensure that you perform all your obligations under the Mortgage.

Our interest in your property ends when you have repaid the loan amount in full as provided in the Mortgage and you have complied with all of your other obligations under the Mortgage.

4. Additional Terms and Conditions and Schedules

You agree that the attached Additional Mortgage Terms and Conditions form part of this Mortgage.

You agree that the attached SMART Loan Residential (Conventional or CMHC (as applicable)) Mortgage Schedule forms part of this Mortgage

You acknowledge having received a true copy of this Mortgage (including the Additional Mortgage Terms and Conditions and any Schedule(s) attached hereto that form part of this Mortgage).

5. Interpretation

In the event of any conflict, inconsistency or ambiguity between the following documents they shall be interpreted in the following priority:

- Priority 1 - SMART Loan (Conventional or CMHC (as applicable)) Residential Mortgage Schedule
- Priority 2 - Other Schedules attached to and forming part of this Mortgage
- Priority 3 - Main Body of this Mortgage
- Priority 4 - Additional Terms and Conditions

THE BORROWER HAS SIGNED THIS MORTGAGE THIS _____ DAY OF _____, 20_____.

SIGNED, SEALED AND DELIVERED
by the above-named Mortgagor in the presence of

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Witness

THE GUARANTOR HAS SIGNED THIS MORTGAGE THIS _____ DAY OF _____, 20_____.

SIGNED, SEALED AND DELIVERED
by the above-named Mortgagor in the presence of

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Witness

The Homesteads Act, 1989 (Saskatchewan)

AFFIDAVIT

I, _____, of the City of _____, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. That I am one of the borrowers named in the within Mortgage.
2. That my spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition. –or-
3. That my spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship. –or-
4. That I have no spouse. –or-
5. That my spouse and I have entered into an interspousal agreement pursuant to The Family Property Act in which my spouse has specifically released all of his (her) homestead rights in the land that is the subject matter of this disposition. –or-
6. That an order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to The Family Property Act declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time appeal discontinued).

SWORN BEFORE ME at the City of _____,)
 in the Province of Saskatchewan this _____ day of)
 _____, _____)
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)
)
)

 A Commissioner for Oaths in and for the Province of
 Saskatchewan
 My Commission expires
 or Being a Solicitor

_____ ◆

The Homesteads Act, 1989 (Saskatchewan)

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of _____ to the extent necessary to give effect to this Mortgage.

SIGNATURE OF NON-OWNING SPOUSE

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, Notary Public/Practising Solicitor, certify that I have examined _____, non-owning spouse of _____, the owning spouse, in the attached Mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged that he/she:

- (a) signed the consent to the disposition of his/her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his/her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached Mortgage and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

A NOTARY PUBLIC/PRACTISING SOLICITOR
My appointment expires:

C A N A D A)
)
PROVINCE OF SASKATCHEWAN)
)
T O W I T :)

AFFIDAVIT OF EXECUTION

I, _____, of the City of _____, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see _____, named in the within document, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the City of _____, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he/she/they is/are in my belief eighteen years of age or more.

SWORN BEFORE ME at the City of _____,)
in the Province of Saskatchewan this ____ day of)
____, _____)
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)
)

A Commissioner for Oaths in and for the Province of
Saskatchewan
My Commission expires
or Being a Solicitor

_____ ◆