

**AGF TRUST COMPANY  
SASKATCHEWAN MORTGAGE**

***The Land Titles Act, 2000***

1. I/we \_\_\_\_\_ (the "Borrower") being registered as owner(s) of all that 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 for this Mortgage is the AGF Trust Mortgage Prime Rate \_\_\_\_\_. The AGF Trust Mortgage Prime Rate is the adjustable annual interest rate which the Lender publishes from time to time as a point of reference. As of the date of this Mortgage, the AGF Trust Mortgage Prime Rate is \_\_\_\_\_ per annum. Therefore the interest rate as of the date of this Mortgage is \_\_\_\_\_ per annum. The interest rate will automatically be adjusted each time there is a change in the AGF Trust Mortgage Prime Rate. Interest is calculated daily and compounded semi-annually, not in advance, and is payable on the amount of the Mortgage before and after the Balance Due Date (as defined below), and both before and after default and judgment, until the amount of the Mortgage has been paid in full.

Interest on all money advanced to the Borrower 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 the Borrower on the date last mentioned (the "Interest Adjustment Date"). At the Lender's option, such interest will either: (i) be payable by the Borrower 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 the Lender from any advance or advances which the Lender makes; or (iv) be debited by the Lender from the account referred to in paragraph 6(e) of the Additional Mortgage Terms and Conditions on the first regular payment date.

The Borrower 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 the Borrower 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 the Borrower acknowledges having received from the Lender):

- (a) if the Borrower is the owner of the Land, the Borrower mortgages and charges its entire estate and interest in the Land to the Lender; or
- (b) if the Borrower is a tenant or lessee of the Land under a lease, the Borrower mortgages, charges and assigns its entire interest (including any option or right of first refusal to purchase) in the Land, for the term of the lease (except the last day of such term), including any renewals to the Lender to secure repayment of the loan amount and to ensure that you perform all your obligations under the Mortgage.

The Lender's interest in the Land ends when the Borrower has repaid the loan amount in full as provided in the Mortgage and the Borrower has complied with all of its other obligations under the Mortgage.

**4. Additional Terms and Conditions and Schedules**

The Borrower agrees that the attached Additional Mortgage Terms and Conditions form part of this Mortgage.

The Borrower acknowledges 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 - Main Body of this Mortgage
- Priority 1 - 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 (

( \_\_\_\_\_

(

(

\_\_\_\_\_ (

Witness ( \_\_\_\_\_

(

(

THE GUARANTOR HAS SIGNED THIS MORTGAGE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED (

by the above-named Mortgagor in the presence of (

( \_\_\_\_\_

(

(

\_\_\_\_\_ (

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 \_\_\_\_\_, \_\_\_\_\_ )  
 )  
 )  
 )  
 )

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

\_\_\_\_\_

**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.

\_\_\_\_\_

**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 \_\_\_\_\_, \_\_\_\_\_ )  
 )  
 )  
 )  
 )

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

\_\_\_\_\_