Province of Saskatchewan

Land Titles Act, 2000.

Sec. 130

MORTGAGE TERMS

1. MORTGAGOR(S) (as described on title)

2. LAND(S) (legal description as described on title)

Excepting thereout all mines and minerals

Servus Credit Union Ltd.

#200, 2850 Sunridge Boulevard NE

Calgary, AB

T1Y 6G2

4. THE FOLLOWING FORM PART OF THIS MORTGAGE:

(a) Those Standard Form Mortgage Terms attached hereto (the "Standard Terms").

(b) Those terms contained in Schedule       attached hereto.

(c) Those deletions from or amendments or additions to the Standard Terms as may be set out in Schedule       hereto, if any.

Unless otherwise specified, "Mortgage" means and includes the terms, provisions, covenants, conditions and other provisions of these Mortgage Terms, the Standard Terms and any Schedules attached hereto as referred to in Clause 4 of these Mortgage Terms.

5. PAYMENT TERMS: Payable in full on demand.

6. MAXIMUM PRINCIPAL SECURED: $

7. INTEREST RATE: Interest on the outstanding principal sum is payable at the variable prime lending rate of the Credit Union for Canadian dollar loans announced from time to time, plus 10% per year, calculated on a daily basis and payable monthly, following demand, default and/or judgment with interest calculated and payable on overdue interest.

8. MORTGAGOR'S COVENANTS:

(i) I (We) am (are) the registered owner(s) of the Land(s) being mortgaged by this Mortgage and have good title to the Land(s).

(ii) I (We) have the right to mortgage the Land(s) and hereby mortgage and charge all my (our) estate, interest and title in the Land(s) in accordance with the terms of this Mortgage for the purposes of securing all my (our) obligations herein including the payment of the Maximum Principal Secured, interest and all other amounts secured by the Mortgage.

(iii) I (We) covenant that on default, the Mortgagee shall have quiet possession of the Land(s);

(iv) I (We) agree that the Land(s) are or shall be free from all encumbrances save for those permitted encumbrances to which the Mortgagee has agreed;

(v) I (We) agree to execute such further assurances of the Land(s) as may be requisite;

(vi) I (We) have not done any act to encumber the Land(s).

(vii) I (We) promise and covenant to pay the Maximum Principal Secured, interest and other charges and money secured by the Mortgage and to be bound by all the terms of this Mortgage and the Mortgage Lending Agreement(s).

(viii) I (We) understand and acknowledge that this Mortgage consists of these Mortgage Terms, the Standard Terms as well as any Schedule(s) annexed hereto.

(ix) I (We) hereby acknowledge receipt of a copy of this Mortgage including any Schedule(s) annexed hereto as well as the Standard Terms.

(x) I (We) acknowledge and agree that in the event these Mortgage Terms have been executed by more than one Mortgagor then the obligations and liability under this Mortgage are the joint and several liability and obligations of each Mortgagor.

9. WAIVER - If a corporation is giving this mortgage, it agrees as follows:

- The Land Contracts (Actions) Act shall have no application to any action with respect to this mortgage, and

- The Limitation of Civil Rights Act shall have no application to this mortgage or any agreement or instrument renewing or extending or collateral to this mortgage or our rights, or remedies under this mortgage.

Executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by the Mortgagor(s) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Province of Saskatchewan.

*Witness* -       *Mortgagor* -

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , in the Province of Saskatchewan, MAKE OATH AND SAY:

1. THAT I was personally present and did see      ,who is (are) based on the identification provided, known to me to be the person(s) named in the within instrument, duly sign the instrument;

2. THAT the instrument was signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Saskatchewan, and that I am the subscribing witness thereto;

3. THAT I believe the person(s) whose full signature(s) I witnessed is (are) at least eighteen (18) years of age.

SWORN before me at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, )

in the Province of Saskatchewan, )

this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

A Commissioner for Oaths in and )

for the Province of Saskatchewan )

My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

CANADA )

PROVINCE OF SASKATCHEWAN )

TO WIT: )

AFFIDAVIT OF MORTGAGOR

I,       of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Saskatchewan, MAKE OATH AND SAY:

1. **THAT** I am the Mortgagor named in the within disposition (Mortgage).

2. **THAT** my spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.

3. **THAT** my spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.

4. **THAT** I have no spouse.

5. **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.

6. **THAT** my spouse and I have entered into an inter spousal agreement pursuant to the Matrimonial Property Act in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.

7. **THAT** an order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to the Matrimonial 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 for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, )

in the Province of )

Saskatchewan / Alberta, this )

\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

A Commissioner for Oaths in and

for the Province of Saskatchewan

My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR Being A Solicitor

OR

A Notary Public in and for

The Province of Alberta (seal)

My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE HOMESTEADS ACT, 1989

CONSENT OF NON-OWNING SPOUSE

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , non-owning spouse of       consent to the above disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above disposition in favour of Servus Credit Union Ltd. to the extent necessary to give effect to this Mortgage.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE HOMESTEADS ACT, 1989

CERTIFICATE OF ACKNOWLEDGEMENT

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Barrister and Solicitor, certify that I have examined \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, non-owning spouse of       the owning spouse, in the above Mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged to me that she:

1. **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
2. **UNDERSTANDS** his / her rights in the homestead.

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

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 A Notary Public/Practicing Solicitor

 in and for the Province of Saskatchewan.

 My Appointment Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.