



Commercial Collateral Mortgage Mortgage of Land – for use in Alberta

To be used for Commercial Loans only

Mortgage

As collateral security and for the better securing of payment to Canadian Imperial Bank of Commerce (the "Bank"), whose branch address in connection with this Mortgage is _____ and the postal code thereof is _____, of the Indebtedness (in an amount not exceeding the Amount Secured) and performance of all other obligations under this Mortgage, _____ (the "Mortgagor"), gives to the Bank, as mortgagee, the mortgage and charge described below:

Delete
inapplicable
paragraph
(a) or (b).

- a) **Mortgagor as owner.** The Mortgagor, being the registered owner of an estate in fee simple (subject to any Liens or other interests previously disclosed to the Bank in writing) mortgages the Property to the Bank.
- b) **Mortgagor as lessee.** The Mortgagor, being the owner of a leasehold interest in the Property (subject to any Liens or other interests previously disclosed to the Bank in writing), mortgages and subleases the Property to the Bank for and during the unexpired residue of the term of each Lease (except the last day of each such Lease), and every other estate, term, right of renewal and other interest of the Mortgagor in each Lease. Where, at any time before the full performance of all obligations of the Mortgagor under this Mortgage, the Mortgagor acquires the freehold estate to all or any part of the Property, the Mortgagor hereby agrees and undertakes to, and shall mortgage that freehold estate to the Bank.

The Mortgagor agrees that, for the purposes of this Mortgage:

Principal Amount

The term "Principal Amount" means \$ _____

Indebtedness

The term "Indebtedness" has the meaning specified in the Schedule under the heading "Indebtedness".

Interest Rate

The term "Interest Rate" has the meaning specified in the Schedule under the heading "Interest Rate".

Term

The Mortgage is a demand mortgage with no fixed term.

Instalments

The amount of the instalments (if any) to be made under the Mortgage are \$ _____ payable _____, or upon demand, whichever is sooner.

Description of Property

The following is the legal description of the mortgaged land (defined as the "Property" in this Mortgage):

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Standard Mortgage Terms

This Mortgage consists of these terms and is subject to the Standard Mortgage Terms (including the defined terms) contained in the standard form mortgage that was filed with the Registrar of Land Titles as Instrument No. _____ as varied by any deletions from, or amendments or additions to, the terms of such standard form mortgage, as set out in this Mortgage.

Acknowledgement

The Mortgagor acknowledges:

- i) that the Mortgagor understands the nature of the statement referred to in the preceding clause (the "Standard Mortgage Terms");
- ii) that the Mortgagor has been given a copy of the Standard Mortgage Terms;
- iii) that the Mortgagor is the registered owner of the Property, which is the land being mortgaged; and
- iv) that the Mortgagor mortgages all of the mortgagor's estate and interest in the land described as the Property for the purpose of securing the payment of the principal amount, interest and all other amounts secured by the Mortgage.

Additional Terms and Conditions

The Mortgagor further agrees that the Schedules which follow this page form part of this Mortgage.

Governing Law

This Mortgage is governed by the laws of Alberta.

Execution and Witness

The Mortgagor has signed this Mortgage on _____

Witness

Witness

Dower - Consent of Spouse

I, _____ being married to the within named _____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act to the extent necessary to give effect to the said disposition.

Witness

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Certificate of Acknowledgement By Spouse

* Choose whichever is applicable.

1. This document was acknowledged before me by apart from _____.*
2. _____ acknowledged to me that _____: *
 - a) is aware of the nature of the disposition;
 - b) is aware that the Dower Act gives _____ * a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to _____ * by the Dower Act to the extent necessary to give effect to the said disposition; and
 - d) is executing the document freely and voluntarily without any compulsion on the part of _____*.

DATED at _____ in the province of _____, this _____ day of _____, _____.

A Commissioner for Oaths In and For the Province of _____ . Signature

A Notary Public In and For the Province of _____ .

Dower Affidavit

I, _____, of _____ (occupation) _____ make oath and say:

1. I am the mortgagor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on as instrument number granted by the mortgagor) named in the within instrument.
2. I am (or my principal is) not married. – **OR** –
Neither myself nor my spouse (or my principal nor his/her spouse) have resided on the within mentioned land at any time since our (or their) marriage. – **OR** –
I am (or my principal is) married to _____ being the person who executed the release of dower rights registered in the Land Titles Office on _____ as instrument number _____ . – **OR** –
A judgment for damages was obtained against me by my spouse (or my principal by his/her spouse) and registered in the Land Titles Office on as instrument number _____ .

Sworn before me at _____ in the Province of _____ .

this _____ day of _____, _____

A Commissioner for Oaths In and For the Province of _____ . Signature

A Notary Public In and For the Province of _____ .

Affidavit of Execution

Canada I, _____, of the _____
Province of Alberta In the Province of _____ **make oath and say:**
to wit:

1. THAT I was personally present and did see _____ and named in the within instrument, who is/are personally known to me to be the person named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the _____ of _____ in the Province of _____ and that I am a subscribing witness thereto.
3. THAT I know the said _____ and he/she/they/is/are in my belief of the full age of eighteen years.

Sworn before me at _____ in the Province of _____ .

this _____ day of _____, _____

A Commissioner for Oaths In and For the Province of _____ . Signature

A Notary Public In and For the Province of _____ .