

Consumer General Collateral Mortgage of Land

<p>1. This Mortgage is made on _____, 20__.</p> <p>BETWEEN: _____</p> <p style="text-align: center;">(the “Mortgagor”)</p> <p style="text-align: center;">- and -</p> <p style="text-align: center;">Canadian Imperial Bank of Commerce</p> <p style="text-align: center;">(the “Mortgagee”)</p> <p style="text-align: center;">- and -</p> <p style="text-align: center;">(the “Guarantor”)</p>															
<p>2. You agree that, in consideration of the sums of money advanced or to be advanced to you by us as set out in paragraph 4, you charge your entire interest in the Property described in paragraph 3 to us on the terms and conditions set out in Schedule “B” attached to this Mortgage and you and we agree to be bound by the set of Standard Charge Terms contained in Schedule “B”. You acknowledge receipt of a copy of Schedule “B”.</p>															
<p>3. Description of Property Covered</p>															
<p>4. Payment Provisions</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> <p>(a) Principal Amount</p> <p>\$ _____</p> </td> <td style="width: 33%; padding: 5px;"> <p>(b) Interest Rate</p> <p>See Schedule “A”</p> </td> <td colspan="2" style="width: 34%; padding: 5px;"> <p>(c) Calculation Period</p> <p>See Schedule “A”</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>(d) Interest Adjustment Date</p> <p>YY M D</p> <p>_____</p> </td> <td style="padding: 5px;"> <p>(e) Payment Date and Period</p> <p>on Demand</p> </td> <td colspan="2" style="padding: 5px;"> <p>(f) First Payment Date</p> <p>YY M D</p> <p>_____</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>(g) Last Payment Date</p> <p>YY M D</p> <p>_____</p> </td> <td style="padding: 5px;"> <p>(h) Amount of Each Payment</p> <p>See Schedule “B”</p> </td> <td style="padding: 5px;"> <p>(i) Balance Due Date</p> <p>on Demand</p> </td> <td style="padding: 5px;"> <p>(j) Insurance</p> <p>See Schedule “B”</p> </td> </tr> </table>				<p>(a) Principal Amount</p> <p>\$ _____</p>	<p>(b) Interest Rate</p> <p>See Schedule “A”</p>	<p>(c) Calculation Period</p> <p>See Schedule “A”</p>		<p>(d) Interest Adjustment Date</p> <p>YY M D</p> <p>_____</p>	<p>(e) Payment Date and Period</p> <p>on Demand</p>	<p>(f) First Payment Date</p> <p>YY M D</p> <p>_____</p>		<p>(g) Last Payment Date</p> <p>YY M D</p> <p>_____</p>	<p>(h) Amount of Each Payment</p> <p>See Schedule “B”</p>	<p>(i) Balance Due Date</p> <p>on Demand</p>	<p>(j) Insurance</p> <p>See Schedule “B”</p>
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<p>5. Additional Provisions</p>															
<p>6. Mortgagor(s) Address for Service</p>															
<p>7. Mortgagee</p> <p style="text-align: center;">CANADIAN IMPERIAL BANK OF COMMERCE</p>															
<p>8. Mortgagee’s Address for Service</p>															
<p>9. Municipal Address of Property</p>															
<p>10. If you have read this Mortgage and the Schedule(s) attached to it and agree to its terms, sign in the spaces provided for the Mortgagors’ or Guarantors’ signatures. Witnesses must sign in the space provided for the witnesses’ signatures. You acknowledge receiving a copy of this Mortgage.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;"> <p>X _____ Witness</p> </td> <td style="width: 50%; padding: 5px;"> <p>X _____ (Seal) Mortgagor</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>X _____ Witness</p> </td> <td style="padding: 5px;"> <p>X _____ (Seal) Mortgagor</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>X _____ Witness</p> </td> <td style="padding: 5px;"> <p>X _____ (Seal) Guarantor</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>X _____ Witness</p> </td> <td style="padding: 5px;"> <p>X _____ (Seal) Guarantor</p> </td> </tr> </table>				<p>X _____ Witness</p>	<p>X _____ (Seal) Mortgagor</p>	<p>X _____ Witness</p>	<p>X _____ (Seal) Mortgagor</p>	<p>X _____ Witness</p>	<p>X _____ (Seal) Guarantor</p>	<p>X _____ Witness</p>	<p>X _____ (Seal) Guarantor</p>				
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Complete if the Mortgage has not been witnessed by a Notary/Commissioner/Justice of the Peace or Barrister (Newfoundland & Labrador)

AFFIDAVIT OF EXECUTION

I, _____ of
the _____ of _____ in
the _____ of _____
_____ make oath and say that I was personally present and did
(occupation)

see _____, the Mortgagor named in the within

Mortgage, duly sign, seal and deliver same and that I am the subscribing witness to the execution thereof.

SWORN at the _____ of _____)

in the _____ of _____) X
this _____ day of _____, _____) Signature of Witness

BEFORE ME:

Notary/Commissioner/Justice of the Peace or Barrister (Newfoundland & Labrador)

Schedule A

SCHEDULE "A" TO GENERAL COLLATERAL MORTGAGE

- I. This Schedule forms part of the Mortgage to which it is attached. The following terms when used in this Schedule have the meanings ascribed to them in the set of Standard Charge Terms referred to in Box (2) of the Mortgage of which this Schedule forms part:

Agreement(s)
Debt
CIBC Prime Rate

II. INTEREST RATE

The interest rate is a variable rate per year equal to the CIBC Prime Rate plus _____ percent (_____%) per annum, calculated and compounded monthly, with interest on overdue interest at the same rate. The interest rate will change automatically, without notice, whenever the CIBC Prime Rate changes.

Despite the interest rate noted above, the interest rate you will pay on any part of the Debt will be the interest rate specified in the relevant Agreement which relates to that part of the Debt. Interest will be calculated as set out in the relevant Agreement or, if not set out, will be calculated and compounded monthly, with interest on overdue interest at the same rate. If no interest rate is specified in the relevant Agreement, you will pay interest on such part of the Debt at the interest rate.

Interest is payable both before and after demand and both before and after default and judgment.