# MORTGAGE COMMITMENT

	1 Yonge Street Suite 2401	
	Toronto, Ontario, M5E 1E5	
_	Tel: (877) 416-7873	Fax: (877) 905-7873
CTDEET CADITAL	Underwriter	Date
STREET CAPITAL	Jasmine Saluja	Aug 13, 2019
BANK OF CANADA	Tel: (647)259-7873	
BAINKOFCANADA	Fax: (647)259-7874	
	E-mail:	
	Jasmine.saluja@streetcapital.ca	
Skyler Zanth	Mortgage Reference Number:	INC-166354
Natashia Michinski		
1-1410 Claymor Avenue	Deal Number:	559392
Ottawa, Ontario, K2C 1S6		
ADDRESS FOR SERVICE:		
15490 Ashburn Road		
Berwick, Ontario, K0C 1G0		

We are pleased to confirm that your application for a Mortgage Loan has been approved under the following terms and conditions:

BORROWER(S) Skyler Zanth
Natashia Michinski

GUARANTOR(S):

SECURITY ADDRESS:

15490 Ashburn Road

PURPOSE: Purchase

PURPOSE: Purchase

MESH1150371

Berwick, Ontario, K0C1G0

 COMMITMENT DATE:
 COMMITMENT EXPIRY DATE:
 ADVANCE DATE:

 Aug 8, 2019
 Dec 6, 2019
 Sep 5, 2019

INTEREST ADJUSTMENT DATE: FIRST PAYMENT DATE: MATURITY DATE:

Sep 5, 2019 Oct 5, 2019 Sep 5, 2024

 PRODUCT: 5 year closed - fixed rate
 LTV:
 95.000%

 BASIC LOAN AMOUNT:
 \$321,100.00
 INTEREST RATE:
 2.690%

 MTG.INSUR.PREMIUM:
 \$12,844.00
 INTEREST TYPE:
 Fixed

**TOTAL LOAN AMOUNT:** \$333,944.00 **TERM:** 5 years 0 months Closed **PST ON INSUR.PREMIUM:** \$1,027.52 **AMORTIZATION PERIOD:** 25 years 0 months

BASIC P&I AMOUNT: \$1,527.74 PAYMENT FREQUENCY: Monthly PROPERTY TAX PAYMENT: \$254.42 EST.ANNUAL PROP.TAXES: \$3,053.00 TOTAL PAYMENT: \$1,782.16 TAXES TO BE PAID BY: Lender

**MORTGAGE FEES:** 

Mortgage Insurance Premium (Take From First Advance) \$12,844.00
PST On Mortgage Insurance Premium (Take From First Advance) \$1,027.52

In this approval and any schedule(s) to this approval, **you and your** mean the Borrower, Co-Borrower and Guarantor, if any, and **we, our and us** mean Street Capital Bank of Canada

All of our normal requirements and, if applicable, those of the mortgage insurer must be met. All costs, including legal, survey, mortgage insurance etc. are for the account of the borrower(s). The mortgage insurance premium (if applicable) will be added to the mortgage. Any fees specified herein may be deducted from the Mortgage advance. If for any reason the loan is not advanced, you agree to pay all application, legal, appraisal and survey costs incurred in this transaction.

This Mortgage Commitment is subject to the details and terms outlined herein as well as the conditions described on the attached schedules.

To accept these terms, this Mortgage Commitment must be signed by all parties and returned to us by no later than Aug 18, 2019after which time if not accepted, shall be considered null and void.

Thank you for choosing Street Capital Bank of Canada for your financing.

#### THIS COMMITMENT IS CONDITIONAL UPON RECEIPT OF THE FOLLOWING

The following conditions must be met, and the requested documents must be received in form and content satisfactory to Street Capital Bank of Canada no later than ten (10) days prior to the advance of the mortgage. Failure to do so may delay or void this commitment.

# **Assumption Policies**

1 Street Capital Bank of Canada reserves the right to approve all subsequent purchasers prior to mortgage assumption or transfer, otherwise, upon vacating or selling the mortgaged property, this loan becomes due and payable. (Applicant)

### **Conditions**

**Applicant** 

You must satisfy the following conditions at least 10 days before closing:

١.	In order for the borrower(s) to have the opportunity to apply for creditor insurance in relation to the mortgage, the borrower(s)
	requests that Street Capital Bank of Canada provide the information needed to pre-populate the application with Street Capital
	Bank of Canada's creditor insurance provider on behalf of the borrower(s). Should the borrower(s) not wish to have this information provided to the creditor insurance provider, they may inform Street Capital Bank of Canada in writing via email to
	Customer.Service@streetcapital.ca or mail to 1 Yonge St., Suite 2401, Toronto, ON M5E 1E5, Attention: Customer Service. (Applicant)
<u>?</u> .	Your payment frequency has been set as indicated on the first page of this commitment. If you would like to change your payment frequency, please put an "x" beside the frequency you would like along with the first payment date (below).  Note: the following dates are not available for monthly payment frequency: 29th/30th/31st
	Monthly
	First Payment Date (within 30 days of advance)

	[ ] Monthly	
	First Payment Date (within 30 days of advance)	
	[] Biweekly	
	First Payment Date (within 14 days of advance)	
	[] Accelerated Biweekly	
	First Payment Date (within 14 days of advance)	
	[] Weekly	
	First Payment Date (within 7 days of advance)	
	[] Accelerated Weekly	
	First Payment Date (within 7 days of advance)	
	(Applicant)	
3.	Please provide the SOLICITOR INFORMATION contact details in the fields below.	
	*	
	Solicitor	
	Name:	
	Law Office	
	Name:	
	Solicitor	
	Email:	
	Solicitor	
	Telephone #:	
	Solicitor	
	Address:	
	*	
	(Applicant)	

4. Street Capital Bank of Canada's mortgage commitment has been based on information presented at the time of application. Should there be a change to the information presented (i.e. - Credit Score, LTV, etc.) the interest rate quoted may be subject to change. Changes in product and/or program may also result in a change to the interest rate quoted. Interest rates offered will be based on current rates at that time. (Applicant)

- 5. The 'Mortgage Requirements' section in the Solicitor's Guide contains information required to prepare the mortgage. (Applicant)
- 6. This mortgage will be subject to all extended terms set forth in the Street Capital Bank of Canada's standard form of mortgage contract or within the mortgage contract prepared by our solicitors whichever the case may be. (Applicant)
- 7. Street Capital Bank of Canada will retain a third party service provider to manage the closing of this mortgage transaction. As an agent of Street Capital Bank of Canada, the service provider will instruct and fund this mortgage transaction as well as receive and store (whether electronically or otherwise) Borrower information, including the final report on behalf of Street Capital Bank of Canada. It will also obtain a Lender policy of Title Insurance. The Borrower(s) will be required to pay the 'Title Insurance Processing Fee' on closing. This fee includes administration costs and the cost of the Lender policy of Title Insurance. (Applicant)
- 8. This Commitment shall be open for acceptance by you until 11:59 pm on Aug 18, 2019 after which time, if not accepted, shall be considered null and void. (Applicant)
- 9. The terms in this commitment cannot be altered unless confirmed in writing by Street Capital Bank of Canada. (Applicant)
- Notwithstanding the registration of the mortgage and advances made pursuant to same, the terms and conditions of this
  commitment shall remain binding and effective on the parties hereto. (Applicant)
- 11. Street Capital Bank of Canada has the sole discretion to renew this mortgage at maturity for any term, with or without change in the interest rate payable under the Mortgage, by entering into one or more written agreements with the mortgagor(s). Notwithstanding the foregoing, Street Capital Bank of Canada, in the absence of receipt of either full payout funds or a signed renewal agreement, may in its sole discretion renew the mortgage for a term with the length and at the rate of interest set out for an automatic renewal in its offer of renewal. (Applicant)
- 12. Prior to releasing any mortgage proceeds, the solicitor will carry out the necessary searches with respect to any liens, encumbrances or executions, that may be registered against the property. (Applicant)

#### **Broker**

#### We will obtain the following:

- Street Capital Bank of Canada requires written confirmation of down payment from non-borrowed cash equity showing an accumulation of 3 months savings, via (i) bank statements/book, (ii) GIC deposits, (iii) RRSP, (iv) Canada Savings Bond, etc. If downpayment is coming from Investments, Street Capital Bank of Canada will require confirmation that the money has been withdrawn and deposited to a personal bank account.
  Require a copy of the lottery cheque payable by the lottery company to support lottery winnings. (Broker)
- 2. Please provide valid government issued photo ID for Natashia Michinski to confirm date of birth. (Credit bureau mismatch) (Broker)
- 3. Street capital Bank of Canada requires receipt of the following documentation for 610 Lawrence Street Prescott ON:
  - 1) Current mortgage/HELOC statement to confirm outstanding balance and no arrears.
  - 2) Current property tax statement (outstanding balance or arrears must be paid in full)
  - 3) Confirmation of condo fees (if applicable)
  - 4) Current, valid lease agreement confirming monthly rent of \$2650.00. If rental income is derived from multiple suites please provide confirmation that the suites are legal and conforming to city zoning/standards. (Broker)
- 4. Street Capital Bank of Canada requires proof of the deposit which forms part of the purchase agreement by way of a cancelled cheque or confirmation of the deposit coming out of the applicants bank account. (Broker)
- 5. Broker should obtain evidence of consent and authorization by the Borrower to the use of electronic signatures (if applicable). (Broker)
- 6. Street Capital Bank of Canada reserves the right to request additional information if deemed necessary in order to meet its regulatory requirements with respect to the Proceeds of Crime and Terrorist Financing Act of Canada and/or other applicable legislation. (Broker)
- 7. Street Capital Bank of Canada reserves the right to request the Borrower(s) to retain a solicitor that is on the Lender's approved list, at the Borrower(s) expense. (Broker)
- 8. The Borrower is responsible to satisfy himself as to the contents of the Lender's Privacy Policy and, when signing the remainder of the mortgage loan documents, will be required to acknowledge that he/she has reviewed the details of said policy. The Lender's Privacy Policy is available on the Lender's web site (streetcapital.ca) or upon request to the Lender. (Broker)

- 9. Street Capital Bank of Canada requires confirmation of closing costs in the amount of 1.5%. Funds must come from non-borrowed cash equity. Such confirmation must be acceptable to Street Capital Bank of Canada. (Broker)
- 10. Street Capital Bank of Canada must receive a copy of the fully executed Agreement of Purchase and Sale and MLS Listing for the property being purchased, including all schedules and waivers. Such documents must be deemed acceptable to Street Capital Bank of Canada. (Broker)
- 11. Where the Date of Advance of funds for this Mortgage is prior to the Interest Adjustment Date, an Interest Adjustment Payment will be required. The Payment is to be made on the interest adjustment date by way of the pre-authorized payment plan as will be used for the regular ongoing payments and for the amount as set out in the Statement of Disclosure, and provided to the solicitor prior to the advance of funds under this Mortgage. (Broker)
- 12. Street Capital Bank of Canada will require the following: written confirmation of employment by way of letter indicating the start date and position; paystub along with copies of personal tax returns and Tax Assessment Notices for the past 2 years confirming a minimum average net income as declared on Skyler Zanth"s credit application. (Broker)
- 13. Street Capital Bank of Canada requires receipt of a current paystub and employment letter to confirm income for Natashia Michinski in the amount of \$78,568.00. Please be advised that Street Capital Bank of Canada reserves the right to request additional documentation in the event that the documentation provided is deemed to be unsatisfactory. (Broker)

#### Solicitor

### Your Solicitor is to provide the following before closing:

- 1. Solicitor to ensure that the mortgage contains any statements required under the applicable marital property or matrimonial home legislation and that any required spousal/domestic partner consent to the mortgage is properly given. (Solicitor)
- 2. A Statement of Disclosure will be required to be signed in accordance with applicable law. In addition, certification will be required that all requirements under the Matrimonial Property Act in your province have been met and that the status does not in any way affect Street Capital Bank of Canada's charge. All copies of the Statement of Disclosure must be original signature. These documents will be executed by your Solicitor. (Solicitor)
- 3. Solicitor to confirm that clients own no other properties other than those disclosed on the application by way of signed affidavit by borrowers (Solicitor)
- 4. Solicitor's undertaking to confirm applicant(s) identification is legitimate and matches the information provided in the commitment. (Solicitor)
- 5. Solicitor to confirm that subject Agreement of Purchase and Sale is a bona fide sale/purchase agreement. If the home is currently tenanted, Solicitor to confirm vacant possession prior to completion (Solicitor)
- 6. Please provide a void cheque with the acceptance of this commitment and complete the Mortgage Pre-Authorized Payment Plan form showing your complete banking information. By signing the form, you authorize the servicing company, to debit the account described therein for the regular mortgage payments as set out in the mortgage loan documents. (Solicitor)
- 7. Solicitor to provide Street Capital Bank of Canada written confirmation that the vendor(s) is/are in fact the registered owner(s) on title to the subject property being mortgaged and that the vendor appearing on the Offer to Purchase provided to Street Capital Bank of Canada matches title registration of the property along with length of time current owner has been registered on title. (Solicitor)
- 8. Prior to the disbursement of funds, fire hazard and extended coverage insurance must be arranged with first loss payable to the Lender name and address to be reflected in the registered mortgage. Street Capital Bank of Canada may request the mortgage be registered in its name or one of its entities or custodians (Computershare Trust Company of Canada or AST Trust Company (Canada)). The Instructions to Solicitor will set out the details for registration. Fire insurance coverage must be for full replacement value of the building(s) and for an amount not less than the amount of the mortgage. Where the policy provides blanket coverage in an amount that meets this requirement, the Lender will require written confirmation from the insurer that the blanket coverage includes building replacement coverage and that no individual limit exists under the blanket coverage with respect to building replacement. Alternatively, for policies not meeting the foregoing requirements the Lender will accept a Guaranteed Replacement Cost Endorsement to the policy. For rental or income producing properties, a "loss of rental income" must be included in the insurance coverage. (Solicitor)

- 9. Title to the property must be acceptable to our Solicitor who will ensure that the Borrower(s) have good and marketable title in fee simple to the property and that the property is clear of any encumbrances which might affect the priority of this Mortgage. Street Capital Bank of Canada will require a Lender policy of Title Insurance to be obtained prior to closing. The cost of this insurance will be payable by the Borrower(s). In order to obtain Title Insurance, the following will be required: (a) confirmation that property taxes are up-to-date; (b) confirmation that adequate fire insurance is in place; (c) a legal description of the property; and (d) the completed forms as required by the service provider assigned by Street Capital Bank of Canada to close this transaction. (Solicitor)
- 10. Street Capital Bank of Canada refuse any subsequent financial charges to be registered against the subject property without our approval. (Solicitor)

## Instructions

- 1 No deletions from or additions to the Mortgage are permissible unless approved by Street Capital Bank of Canada. (Applicant)
- The Instructions to Solicitor will set out the Lender name and service address to be used for mortgage registration purposes. Street Capital Bank of Canada may request the mortgage be registered in its name or one of its entities or custodians (Computershare Trust Company of Canada or AST Trust Company (Canada)). (Applicant)
- 3 Street Capital Bank of Canada reserves the right, should the property taxes fall into arrears, to take over the payment of property taxes and bill the mortgagor(s) with their regular principal and interest payments. Any fees and penalties incurred as a result of the property tax arrears will the sole responsibility of the Borrower(s). (Applicant)
- 4 Street Capital Bank of Canada reserves the right to decline or amend the commitment if the property is not being occupied as your principal residence. (Applicant)
- You agree that we may share information concerning you with (a) any proposed assignee of this commitment or the mortgage loan, (b) our duly authorized agents and representatives who are engaged in the processing or servicing of your mortgage, (c) any parties necessary or desirable in connection with any sale or securitization of this mortgage loan (d) organizations with which the Lender has strategic alliances who may use such information to provide you from time to time with information on financial products which may be of interest to you and (e) any third persons, including credit bureaux, credit reporting and collection agencies, financial institutions, your past and present employers, creditors and tenants, your spouse or any other person who has information about you for the purposes of recording, evaluating and responding to your application for mortgage financing or related activities. If you prefer that your personal information not be shared with any party referred to in subsection (d) of this Section, you may so advise us in writing at any time and we will not share the information with them. You agree that we and the parties referred to in subsections (a), (b) and (c) of this Section may obtain information about you from any third persons, including credit bureaux, credit reporting and collection agencies as we may deem advisable and such information will be used by us for the purpose of recording, evaluating and responding to your application for mortgage financing or related activities and for ongoing administration of the Mortgage. (Applicant)
- 6 Street Capital Bank of Canada reserves the right to amend or cancel this application COMMITMENT if the documentation received is not satisfactory and/or if it differs from the information shown on the application. We will also not be liable for any legal fees already incurred by the solicitor assigned to this transaction. (Applicant)
- A tax instalment, equal to the estimated yearly taxes and divided by the number of mortgage payments per year, will be collected together with the principal and interest mortgage payment starting on the first payment date. The collection of this tax payment will enable Street Capital Bank of Canada to pay the property taxes on an ongoing basis. The borrower may be responsible for a portion of the current year's realty tax bill depending upon the closing date of this transaction. In order to ensure that there is no deficit in the realty tax account throughout the taxation cycle, Street Capital Bank of Canada may, at its sole discretion and as it deems necessary, either (a) withhold an amount from the mortgage proceeds on closing (realty tax holdback) and credit this amount to the borrower's tax account associated with the mortgage; or (b) increase the original tax payment at any time after closing. (Broker)

### Other

1 ERRORS AND OMISSIONS EXCEPTED (Applicant)

## **Portability Options**

The borrower may, when not in default, and upon a bona fide arm's length sale of the property charged hereunder and the purchase of another property, apply for approval to transfer this mortgage as a charge of the same priority and of the same amount to the new property. The closing date of the two sales must be the same. In most cases, an arm's length sale is one where the buyer and seller are unrelated and have no personal or business relationship with each other.

The existing borrower and the new property must both qualify under the lender's underwriting policies, criteria, procedures and documentation requirements and those of any insurer, if applicable, in effect at the time of application. The borrower will be required to pay the port application fee, title insurance processing fee, appraisal fee and insurance premiums, if any, and all other fees and prepayment compensation that may be associated with the granting of the approval to port. (Applicant)

## **Prepayment Policies**

1 The following privileges may be used in the same year.

The exercising of either privilege will not affect any of the borrower's obligations under this mortgage including the continuing regular loan payments as to amount or due date.

Privileges are not cumulative and may not be carried over from one year to the next.

### (a) PARTIAL PREPAYMENT

The borrower, when not in default, may prepay partial amounts of principal, without payment of compensation to the lender, on any payment date. Such partial payments must each be a minimum amount of \$100.00, and total no more than 20% of the original principal amount of this mortgage during each year. This privilege is only available if this mortgage is continuing in force and is not applicable in part to any prepayment in full of this mortgage. Any unused partial prepayment privilege will not reduce the compensation payable on any prepayment in full of this mortgage. This privilege may not be used in the 31 days prior to a prepayment in full of this mortgage.

#### (b) PAYMENT INCREASE

The borrower, when not in default, shall have the privilege of increasing the then regular loan payment on account of principal and interest, in an amount not to exceed 20% thereof, or reducing the aforesaid increased payment by an amount up to but not exceeding 20%, once during any year. It is understood that the principal and interest portion of the regular loan payment may never be less than the original principal and interest amount. (Applicant)

- 2 The Borrower may prepay this mortgage in full at any time upon a compensation payment to the Lender of an amount equal to the greater of:
  - (a) three (3) months interest calculated by the Lender on the remaining balance and at the interest rate set out in the mortgage form or last renewal, conversion or amendment thereto; or
  - (b) the interest rate differential (IRD) calculation for the remaining term of this mortgage. The IRD is the amount of money the Lender requires, on the prepayment date, to compensate the Lender for the loss of interest income which results from a lower rate of interest on a replacing loan for the remainder of the term. The remainder of the term is the length of time from the payment due date of the last full loan payment made under this mortgage to the maturity date of this mortgage. The IRD is calculated by determining the difference between the mortgage rate in effect, at the time this mortgage was given or last renewed, converted or amended, and the Lender's posted rate in effect at the time such IRD calculation is made for the term closest to the remaining term, as determined by the Lender. The difference in these two rates is used to calculate the loss of interest income. The posted rate is that the Lender publishes on its web site and identifies as the rate for this mortgage product.

If the term of this mortgage is longer than five (5) years and the prepayment is made after the fifth (5th) anniversary date then the compensation payment is limited to three (3) months interest only as set out in (a). (Applicant)

# **Rate Adjustment Policies**

Should the actual interest rate charged on the mortgage be less than the amount set out in the Commitment Letter or the mortgage document, the Lender shall not be obligated to communicate this change in rate to the mortgagor. (Broker)

#### **Administration & Service Fees**

- If, at any time or from time to time, any default or breach of covenant occurs under any encumbrances registered against the land and which encumbrance has priority over this Mortgage, it shall constitute default under this Mortgage and we may pay all monies and take appropriate action to cure any default or breach under any such encumbrance. All costs, fees, charges, expenses and amounts paid by Street Capital Bank of Canada to cure any default or breach under any such prior encumbrance, shall be charged on the land and secured under this Mortgage and shall be recoverable by us in the same manner as any default or breach of covenant under this Mortgage. (Applicant)
- 2 There may be a fee charged for any payment that is returned or dishonoured. A fee schedule outlining costs is available at www.streetcapital.ca. (Applicant)
- 3 The applicant is responsible for any costs relating to the mortgage including legal, appraisal, survey, Title Insurance or inspection fees, unless otherwise specified in this commitment letter. (Applicant)

Requests for any changes to the terms and conditions of the Commitment will only be considered if your request is received by us in writing at least 5 business days prior to the Advance Date.

This Commitment shall be	open for	acceptance	by you	ı until	11:59	pm o	n Aug	18,	2019 a	fter which	time,	if not	accepted,	shall	be
considered null and void.															

Acceptance:	
This Commitment shall be open for acceptance by you until 11:59 $\ensuremath{\text{p}}$ considered null and void.	om on Aug 18, 2019 after which time, if not accepted, shall be
	Street Capital Bank of Canada
Author	rized by:
	Jasmine Saluja

[] Chequing/Savings Account	[] Chequing Account	[] Current Account No
Bank	Branch	
Address		
Transit No	Telephone No	
A sample "VOID" cheque is enclos	sed.	
I / We Skyler Zanth, Natashia Mich	inski warrant that all representation	ns made by me/us and all the information
submitted to you in connection wi misrepresentations of fact contain advance a portion or all of the loan	th my/our mortgage application are ned in my/our mortgage application n proceeds, or to demand immedia accept the terms of this Mortgage	ns made by me/us and all the information e true and accurate. I / We fully understand that any or other documentation entitles you to decline to te repayment of all monies secured by the Mortgage Commitment as stated above and agree to fulfill the
submitted to you in connection wi misrepresentations of fact contain advance a portion or all of the loan I / We, the undersigned borrowers	th my/our mortgage application are ned in my/our mortgage application n proceeds, or to demand immedia accept the terms of this Mortgage	e true and accurate. I / We fully understand that any or other documentation entitles you to decline to te repayment of all monies secured by the Mortgage