**AUTHORIZATION TO TRANSFER INTEREST IN INSURANCE**

**TO:**

**COMPANY**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RE POLICY:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPERTY**: {property\_address}

**OWNER**: {name\_of\_borrower}

The undersigned, being the owner of the subject property, hereby authorizes and instructs you to, as of the date hereof, amend the above-described insurance policy, including all substitutions and renewals thereof, to note the interest of:

{name\_of\_lender}

{address\_of\_lender}

as {priority\_of\_mortgage} mortgagee in the loss payee section, and to forward a certified copy of the policy, as amended, to such {priority\_of\_mortgage} mortgagee and to forward an amended copy of the policy or endorsement directly to the undersigned and for so doing, this shall be your good and irrevocable authority.

**DATED** at {municipality\_of\_signing}, on {date\_of\_signing}.

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

{name\_of\_borrower}

**AUTHORIZATION TO TRANSFER INTEREST IN INSURANCE**

**TO:**

**COMPANY**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RE POLICY:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPERTY**: {property\_address}

**OWNER**: {name\_of\_borrower}

The undersigned, being the owner of the subject property, hereby authorizes and instructs you to, as of the date hereof, amend the above-described insurance policy, including all substitutions and renewals thereof, to note the interest of:

{name\_of\_lender}

{address\_of\_lender}

as {priority\_of\_mortgage} mortgagee in the loss payee section, and to forward a certified copy of the policy, as amended, to such {priority\_of\_mortgage} mortgagee and to forward an amended copy of the policy or endorsement directly to the undersigned and for so doing, this shall be your good and irrevocable authority.

**DATED** at {municipality\_of\_signing}, on {date\_of\_signing}.

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

{name\_of\_borrower}

**DIRECTION OF FUNDS**

**TO:** {name\_of\_lender}

**AND TO:** Ali Eslami, Barrister and Solicitor

Allied Lawyers P.C.

**RE:** {name\_of\_lender} {priority\_of\_mortgage} mortgage to {name\_of\_borrower}

PROPERTY: {property\_address}

This is to direct you and shall constitute your good, sufficient, and irrevocable authority to make your cheque for the above mortgage advance payable in favor of our solicitor:

**ALLIED LAWYERS PROFESSIONAL CORPORATION, IN TRUST**

or as he may otherwise direct.

**DATED** at {municipality\_of\_signing}, on {date\_of\_signing}.

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

{name\_of\_borrower}

**ACKNOWLEDGEMENT RE: STCH TERMS**

**TO:** {name\_of\_lender}

**AND TO:** Ali Eslami, Barrister and Solicitor

Allied Lawyers P.C.

**RE:** {name\_of\_lender} {priority\_of\_mortgage} mortgage to {name\_of\_borrower}

PROPERTY: {property\_address}

We, the undersigned, being the mortgagors in the above transaction, hereby acknowledge receiving a copy of Standard Charge Terms No. 200033 before signing the above charge or mortgage, and we understand that the said Standard Charge Terms are incorporated by reference into such charge or mortgage.

**DATED** at {municipality\_of\_signing}, on {date\_of\_signing}.

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

{name\_of\_borrower}

**IN THE MATTER OF** a mortgage (charge) from {name\_of\_borrower} (the “Borrower”) in favour of {name\_of\_lender} (the “Lender”) on the premises municipally known as {property\_address} (the “Property”)

I, {name\_of\_borrower} , SOLEMNLY DECLARE that:

1. I am the mortgagors in the above-described transaction and have knowledge of the matters hereinafter deposed to.

2. In consideration of advances which the Lender may provide, now or in the future, and so long as the subject security shall be held by the Lender in good and valid form, the undersigned hereby undertake to give the Lender written notice a reasonable time prior to agreeing to or contracting for the supply of any materials or services, as such are defined the *Construction Lien Act* for improvements to the subject property.

3. The said Mortgage does not contravene the provisions of the *Planning Act* as amended, because the present registered owners do not retain the fee or equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land adjoining or abutting land affected by the Mortgage of Land.

4. The undersigned confirm that they are the beneficial owner(s) of the above Property and do not own the Property in trust for any other person(s) or corporation(s).

5. **We hereby confirm that all property taxes and local improvement charges for all years prior to the year in which this declaration is dated have been paid in full. The taxes for the current calendar year are $ \_\_\_\_\_\_\_\_\_\_. I/ we have paid on account of this years interim/ final taxes in the sum of $ \_\_\_\_\_\_\_\_\_.**

6. To the best of my/our knowledge, there is not currently and nor has there been within the past 45 days, any construction, alterations, renovations improvements or building materials supplied to the subject property.

7. The proceeds of this mortgage will not be used to finance any construction, alterations, renovations or improvements to the subject property or to repay a mortgage, which was taken out for this purpose.

8. No part of the Property will be used for any illegal or criminal purpose, including but not limited to use as a grow-house operation.

9. The Property will be owner occupied as Borrower’s main residence in accordance with the local by-laws and zoning by-laws and will not be used for any other purposes.

10. I am aware that the Lender is relying upon this Statutory Declaration, the facts stated therein in advancing funds under this loan, and we are further aware that the Lender has agreed to make the above-mentioned loan based, in part, and in reliance upon the truth and complete accuracy of the foregoing.

11. We are not aware of any person or corporation having any claim or interest in the said property or any part thereof adverse to or inconsistent with registered title and are positive that none exists.

1 Possession and occupation of the above property by the mortgagors have been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person, whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as we know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.

13. To the best of our knowledge and belief, the buildings used in connection with the premises are situate wholly within the limits of the land above described. Except as may be registered on title, we have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.

14. We do not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the lands being mortgaged or charged in the subject transaction.

15. The building erected on the subject properties is not now, and never has been insulated with urea formaldehyde foam insulation.

16. I have had the relevant provisions of the *Construction Lien Act RSO 1990 C.30 as amended* explained to me by our solicitor prior to signing this Declaration.

1. The Mortgage is not a building mortgage within the meaning of Section 78(2) of the *Construction Lien Act*, and the funds to be advanced by the Lender are not being used to repay a building mortgage.
2. No materials or services have been supplied to alter, add to, repair, construct on, erect on, install on or demolish the mortgaged premises or any part thereof, nor have any contracts been signed for such purposes nor any negotiations taken place or estimates been given or tenders made for those purposes at any time within the last twelve months.
3. Any such alterations, additions, repairs, construction, erection, installation or demolitions prior to that date have been paid for in full and valid receipts as evidence of payment in full have been received and all work has been fully completed.
4. The subject property is currently used as Borrower’s primary residence, and no portion will be rented out.
5. There are no judgements or executions against the Chargors (Borrowers) and as far as we know, that are one affecting the properties.
6. The Chargors is not a non-resident of Canada within the meaning of Section 116 of The *Income Tax Act* of Canada.
7. The Properties has never been occupied by anyone as a matrimonial home within the meaning of The *Family Law Act*, 1986, and the property is not a matrimonial home within the meaning of the said Act.
8. That to the best of our knowledge and belief, there are not in, on, under or about the Property or the improvements thereon, or ant part thereof, any contaminates, toxic, dangerous or hazardous substances (collectively called "dangerous substances"). To the best of our knowledge and belief, the property has not been used as or for a waste disposal or coal gasification site, and the use of the Property has not involved and will not involve, during the term of the Charge, the handling of dangerous substances not will such use result in any environmental damage, and to the best of our knowledge and belief, there are no outstanding or threatened claims or work orders against the Property relating to environmental matters.
9. All realty taxes, condo fees (if any), utility costs such as hydro, water and gas and building/zoning fees and other governmental authority taxes, fees and charges have been paid in full to date and that there are no arrears with respect to same.
10. To the best of our knowledge and belief, after due inquiry, all agreement or other documents or instruments registered against title to the Property, and any and all municipal or other agreements or easements, have been complied with to date and there are no defaults thereunder.
11. In the event there is an existing {priority\_of\_mortgage} charge on the Property and it is not deleted and the loan amount has been advanced by the Lender, the Borrower undertakes to immediately pay back the Loan amount of {amount\_of\_mortgage} to the Lender.

AND we make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of The *Canada Evidence Act.*

AND we make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me

at the city of {municipality\_of\_signing}, {name\_of\_borrower}

in the Province of Ontario

on {date\_of\_signing}.

A COMMISSIONER, ETC.

**ACKNOWLEDGMENT RE: P.P.S.A**

**TO:** {name\_of\_lender}

**AND TO:** Ali Eslami, Barrister and Solicitor

Allied Lawyers P.C.

**RE:** {name\_of\_lender} {priority\_of\_mortgage} mortgage to {name\_of\_borrower}

PROPERTY: {property\_address}

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

The undersigned, being the mortgagors in the above transaction, hereby acknowledge receipt of the attached copies of the financing statement(s) registered against the undersigned in favor of the Secured Party under the provisions of the *Personal Property Security Act (Ontario)* with respect to the collateral given in favor of the Secured Party in connection with the above-noted transaction.

AND that the Lender shall be placing an addition security given in favor of the Secured Party in connection with the above-noted transaction, under the provisions of the *Personal Property Security Act (Ontario)* with respect to {property\_address}.

**DATED** at {municipality\_of\_signing}, on {date\_of\_signing}.

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

{name\_of\_borrower}

**IDENTIFICATION VERIFICATION FORM**

PROPERTY: {property\_address}

*Prior to advancing funds, we require that you ascertain the identity of each mortgagee/ mortgagor(s) and guarantor (if applicable). Each mortgagee, Mortgagor(s) and guarantor must be physically present at the time you ascertain his or her identity.*

You must record the following for each mortgagor(s) and guarantor:

1. Full Name
2. Date of Birth
3. Particulars of the Identifications (such as Driver’s Licence, Citizenship Card, S.I.N. card or any federal I.D.s)

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

**MORTGAGOR/GUARANTOR#1**

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID Type #1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID Type #2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MORTGAGOR/ GUARANTOR #2**

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID Type #1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID Type #2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby confirm that I have verified the identities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by means of photo identification which is/ are attached hereto as a schedule.

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

# **ASSIGNMENT OF INSURANCE PROCEEDS**

**TO**: {name\_of\_lender}

**RE:** {name\_of\_lender} {priority\_of\_mortgage} mortgage to {name\_of\_borrower}

**PROPERTY**: {property\_address}

**Closing Date**: {closing\_date}

**Our File No**: {file\_number}



IN CONSIDERATION Of the sum of $10.00 and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the undersigned.

The undersigned does hereby transfer, assign and set over to you all of its right, tittle and interest in any present and future insurance policies affecting the property, including without limitation.

Any proceeds thereon all benefits to derive therefrom or included therein, and all documents and papers, evidencing or relating to such insurance policies.

Dated at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Ontario this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_

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

{name\_of\_borrower}

# **ASSIGNMENT OF INSURANCE PROCEEDS**

**TO**: {name\_of\_lender}

**RE:** {name\_of\_lender} {priority\_of\_mortgage} mortgage to {name\_of\_borrower}

**PROPERTY**: {property\_address}

**Closing Date**: {closing\_date}

**Our File No**: {file\_number}



IN CONSIDERATION Of the sum of $10.00 and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the undersigned.

The undersigned does hereby transfer, assign and set over to you all of its right, tittle and interest in any present and future insurance policies affecting the property, including without limitation.

Any proceeds thereon all benefits to derive therefrom or included therein, and all documents and papers, evidencing or relating to such insurance policies.

Dated at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Ontario this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_

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

{name\_of\_borrower}

# **ATTESTATION FOR VERIFICATION OF IDENTITY**

I, the Attestor named below, hereby certify to Ali Eslami, Barrister & Solicitor of Allied Lawyers P.C. that I met with {name\_of\_borrower} on the date of signing of this attestation and verified this person's identity by examining the original of this person's identity document, of which a photocopy is contained on this page. The photograph in the identity document is a true likeness of the said person and to the best of my knowledge and belief; the identity document that I examined is valid and unexpired.

Attested to by me at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Signature of Attestor:



Printed Name of Attestor:



Title or Profession of Attestor:



Address of Attestor for Service:



Telephone Number of Attestor:



## **ACKNOWLEDGMENT OF INDEPENDENT LEGAL REPRESENTATION**

**TO**: {name\_of\_lender}

**RE:** {name\_of\_lender} {priority\_of\_mortgage} mortgage to {name\_of\_borrower}

**PROPERTY**: {property\_address}

**Closing Date**: {closing\_date}

**Our File No**: {file\_number}



We the undersigned, as Chargors/Mortgagors, herein, acknowledge that we have retained for acting on our behalf as solicitor in the above noted mortgage transaction.

We acknowledge that has explained to us the nature and effect of the documents herein.

We have executed all documents relating to the transaction of my/our own free will.

Dated at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Ontario this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_

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

{name\_of\_borrower}

## **DIRECTION RE MORTGAGE FUNDS**

**TO**: {name\_of\_lender}

**AND TO:** Ali Eslami, Barrister and Solicitor

Allied Lawyers P.C.

**RE:** {name\_of\_lender} {priority\_of\_mortgage} mortgage to {name\_of\_borrower}

**PROPERTY**: {property\_address}

**Closing Date**: {closing\_date}

**Our File No**: {file\_number}



You are hereby authorized, instructed and directed to:

Make the proceeds under the Mortgage in connection with the above transaction payable to the

**{borrower\_law\_firm\_name}, IN TRUST**

or as per the undersigned's Solicitor(s), in trust or as further directed, and for so doing this shall be your good and sufficient authority.

Dated at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Ontario this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_

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

{name\_of\_borrower}

**ACKNOWLEDGEMENT**

I, **{name\_of\_borrower}**, acknowledge and declare that the statements made in the attached certificate are true.

I am consulted by **{borrower\_lawyer\_name} of {borrower\_law\_firm\_name}**, my solicitor, to act in my interest alone, and I understand his explanation of the nature and effect of the security documents I have executed.

I understand that i have an obligation to {name\_of\_lender} to obtain such

security, and that we did so freely and voluntarily. No one has used any threat, intimidation or inducement to make us agreeing to the security documents.

I confirm that I have signed all the closing documents with regards to this {priority\_of\_mortgage} Mortgage in the amount of $ {amount\_of\_mortgage} in person and in front of my solicitor named above.

It is the expressed wish of the parties that this Agreement and any related documents be

drawn up and executed in English.

Dated at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Ontario this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_

WITNESS ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

) {name\_of\_borrower}

)

)

)

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

{name\_of\_borrower}’s lawyer

Barrister & Solicitor

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**DATED** at {municipality\_of\_signing}, on {date\_of\_signing}.

To: {name\_of\_lender}

AND TO: Ali Eslami, Barrister and Solicitor

Allied Lawyers P.C.

I, **{borrower\_lawyer\_name} of {borrower\_law\_firm\_name}**, certify that, {name\_of\_borrower} (the “Borrower”) have consulted me as to the nature and effect of signing or endorsing the following documents:

Acknowledgement and Direction re: Charge to {name\_of\_lender} (“Lender”)

1. Acknowledgement and Direction with a principal value $ {amount\_of\_mortgage} on the Mortgaged Properties;
2. Acknowledgment and Transfer/Assignment of Insurance Proceeds, Acknowledgment re PPSA, Direction of Funds, Ack Re: STCH and Affidavit; Acknowledgment of Independent Legal Representation; Direction re Mortgage Funds;
3. Statutory Declaration;

which have been executed before me for the purpose of securing the second loan of {name\_of\_lender} up to the amount of $ {amount\_of\_mortgage}.

I interviewed the Borrower alone and fully explained the nature of the documents, the obligations being undertaken by signing them, and the claims that {name\_of\_lender} would have against the Borrowers if they fail to meet his/ her obligations to {name\_of\_lender}.

They acknowledge that they fully understand the nature and effect of the security documents and that they executed them voluntarily and free of any fear, threat, compulsion or inducement {name\_of\_lender} nor Ali Eslami, Barrister & Solicitor, or any other person.

I certify that I have acted in this matter as solicitor for, {name\_of\_borrower} only and I have not acted for, {name\_of\_lender} nor Ali Eslami or any other party to the principal transaction and have no other interest in the matter.

Yours truly,

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

{name\_of\_borrower}’s lawyer

Barrister & Solicitor

# **UNDERTAKING**

**TO:** {name\_of\_lender}

**AND TO:** Ali Eslami, Barrister and Solicitor

Allied Lawyers P.C.

**RE:** {name\_of\_lender} {priority\_of\_mortgage} mortgage to {name\_of\_borrower}

**PROPERTY**: {property\_address}

**Closing Date**: {closing\_date}

**Our File No**: {file\_number}



IN CONSIDERATION Of my firm receiving the net proceeds of this above-noted mortgage loan from ALLIED LAWYERS P.C., Barrister & Solicitor, I hereby undertake and agree to make funds payable to the holder of encumbrance, Instrument Number {instrument\_number\_to\_discharged} registered on the title to the Land, and provide you with a Discharge of this encumbrance. I further hereby undertake and agree to pay any remaining of the proceeds after paying of the above noted encumbrance, directly to the registered title holder.

Dated at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Ontario this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_

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

{name\_of\_borrower}’s lawyer

Barrister & Solicitor

# **PROMISSORY NOTE**

|  |  |
| --- | --- |
|  |  |
| **ISSUED TO:** | {name\_of\_lender} |
| **ISSUED BY:** | {name\_of\_borrower} (the “Borrower”) |
| **AMOUNT:** | $ {amount\_of\_mortgage} |

# **PROMISE TO PAY**

For value received, the Borrower hereby promises to pay to or to the order of {name\_of\_lender} (the “Lender”) at {address\_of\_lender}, or such other place as the Lenders may specify in writing, on {maturity\_date} (the “Maturity Date”), the principal amount of {amount\_of\_mortgage\_words} in alphabetical ($ {amount\_of\_mortgage} ) Dollars (hereinafter the “Principal Amount”) in lawful money of Canada in the manner hereafter provided, together with interest and other monies which may from time to time be owing hereunder or pursuant hereto.

# **FIXED RATE**

Subject to the provision hereof, the interest rate is a fixed rate {interest\_rate}% (the “Loan Rate”), calculated and payable as set out herein.

# **INTEREST RATE**

Interest on the Principal Amount shall accrue from the day the advancement of the funds and shall be calculated and payable monthly, on the balance from time to time outstanding of the principal Amount, and on any other monies due and payable hereunder. Interest on the Principal Amount shall accrue in the event of default at the rate of 29% per annum.

# **PREPAYMENT**

The Borrower may prepay the Principal Amount of this promissory note, in whole or in part, at any time prior to the Maturity Date, {prepayment\_provisions}.

# **ACCELERATION**

This promissory note is due and payable on {maturity\_date}, however in the event of default, the loan amount shall become due and payable in full, on demand.

**SUCCESSORS AND ASSIGNS AND WAIVER, ETC.**

This promissory note shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Lenders and its successors and assigns. The Borrower shall not assign its obligations under this promissory note without the prior written authorization of the Lenders, The Lenders shall be entitled to assign its rights under this promissory note without the prior consent of the Borrower and any reference herein to the Lenders shall include its successors and assigns as if specifically named. This promissory note is not a negotiable instrument.

IN WITNESS WHERE OF the Borrower has executed this promissory note the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

In the presence of )

)

)

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

) {name\_of\_borrower}

)

)

)