AMENDING AGREEMENT/SUPPLEMENTAL MORTGAGE

**(this “Agreement”)**

This Agreement will take effect as of      ,       (the “Effective Date”).

The undersigned is indebted to ALBERTA TREASURY BRANCHES (“ATB”)      . As security for this debt, ATB holds, among other security, a certain mortgage originally registered at the Land Titles Office as instrument number       (the “Mortgage”) against the following lands owned by the undersigned and which are legally described as:

|  |
| --- |
| (the “Existing Lands”). |

In consideration of the continuation of the credit extended by ATB to the undersigned and in consideration of the sum of $1.00, the receipt of which is acknowledged by the undersigned, the undersigned agrees with ATB as follows:

# ARTICLE 1. AMENDING AGREEMENT

|  |  |
| --- | --- |
| Cross off and initial the inapplicable clauses | * 1. Commencing the Effective Date the rate of interest (the “Interest Rate”) payable under the Mortgage will be:  1. A variable annual rate equal to 3% above the prime lending rate established from time to time by ATB.   -OR-   1. A fixed annual rate equal to      %.   -OR-   1. A rate per annum equal to the greater of, from time to time:   (i) 3% above the prime lending rate established from time to time by ATB,  -and-  (ii)      %. |

Interest at the Interest Rate will be calculated on the daily outstanding balance of the principal sum secured by the Mortgage from time to time. The statement of ATB as to its prime lending rate and the Interest Rate applicable under the Mortgage at any time will be absolutely binding on the undersigned. Any change in ATB’s prime lending rate will take effect under the Mortgage on the same day as the change to the prime lending rate.

* 1. On the Effective Date the principal sum secured by and payable under the Mortgage will  by an amount of $      and will be amended to: $     .
  2. For securing repayment of the amounts secured by the Mortgage as hereby amended, the Mortgagor hereby mortgages to ATB all its estate and interest in the Existing Lands.

# ARTICLE 2. SUPPLEMENTAL MORTGAGE

* 1. Commencing the Effective Date the additional lands, if any, legally described below will be added to the lands charged by the Mortgage and will be subject to the further charge contained in this Agreement.

|  |
| --- |
| (the “Additional Lands”). |

# ARTICLE 3. CHARGE

* 1. For securing repayment of the principal sum of $      secured by the Mortgage as herein amended, the Mortgagor hereby mortgages to ATB all its estate and interest in the Existing Lands and the Additional Lands, if any.

**ARTICLE 4. OTHER CHANGES**

* 1. That the Mortgage is amended as follows:

|  |
| --- |
| . |

# ARTICLE 5. GENERAL

* 1. This Agreement will be read and interpreted with the Mortgage and will be treated as part of it. For such purpose and to the extent necessary to give effect to this Agreement, the Mortgage will be regarded as being amended and the Mortgage so amended, together with all the remaining conditions and covenants in it, will remain in full force and effect.
  2. All terms, conditions and provisions contained in the Mortgage which call for performance by the Mortgagor will be considered covenants and the use of either the word “will” or the word “shall” will have the same mandatory meaning, requiring performance by the Mortgagor.
  3. The undersigned will be responsible for and will pay when rendered all fees and disbursements of ATB, including without limitation legal fees as between a solicitor and own client on a full indemnity basis, in connection with the preparation and registration of this Agreement and all other work related to it or to the Mortgage as amended in this Agreement.
  4. Nothing in this Agreement and no act or omission of ATB in respect of it will in any way prejudice the rights, remedies or powers of ATB with respect to the Mortgage. Neither this Agreement nor anything contained in it will constitute a novation of the Mortgage.

IN WITNESS WHEREOF the undersigned and ATB have executed this Agreement this       day of      ,

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

Witness:      

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

Witness:      

## ALBERTA TREASURY BRANCHES

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:           , **Officer**

Authorized Representative of Alberta Treasury Branches

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:           **, Corporate Officer**

Authorized Representative of Alberta Treasury Branches

**DOWER ACT**

**AFFIDAVIT**

I,      , of      , Alberta, make oath and say:

|  |  |
| --- | --- |
| Delete inapplicable clauses. | 1. I am the mortgagor named in the within instrument. 2. (a) I am not married.   or   1. Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.   or   1. I am married to       being the person who executed the release of dower rights registered in the Land Titles Office on      , as instrument number      .   or  (d) A judgement for damages was obtained against me by my spouse and registered in the Land Titles Office on      ,       as instrument number      . |

SWORN before me at

in the Province of Alberta on      , 20     .

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A Commissioner for Oaths in and for the Province of Alberta

(Print or Stamp Name Next to Signature)

My Commission Expires

**DOWER ACT**

**CONSENT OF SPOUSE**

I,      , being married to      , 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 property given to me by the Dower Act, to the extent necessary to give effect to the disposition.

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

**DOWER ACT**

**CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE**

1. This document was acknowledged before me by       apart from [HER/HIS][HUSBAND/WIFE].

2.       acknowledged to me that [SHE/HE]

(a) is aware of the nature of the disposition,

(b) is aware that the Dower Act gives [HER/HIM] 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 [HIM/HER] by the Dower Act to the extent necessary to give effect to the said disposition,

1. is executing the document freely and voluntarily without any compulsion on the part of [HER/HIS][HUSBAND/WIFE].

Dated at       in the Province of Alberta on      , 20     .

A Commissioner for Oaths in and for the Province of Alberta

(Print or Stamp Name Next to Signature)

My Commission Expires      .

**AFFIDAVIT OF EXECUTION**

I,       of       in the Province of Alberta MAKE OATH AND SAY:

1. That I was personally present and did see       who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see       who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duty sign the instrument;

2. That the same was executed at       in the Province of Alberta, and that I am subscribing witness thereto.

3. That I know the said person(s) and  is (are) in my belief of the full age of eighteen years.

SWORN before me at      ,

in the Province of Alberta,      ,     .

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A Commissioner for Oaths in and for the Province of Alberta

(Print or Stamp Name Next to Signature)

My Commission Expires

**AFFIDAVIT OF EXECUTION**

I,       of       in the Province of Alberta MAKE OATH AND SAY:

1. That I was personally present and did see       named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at       in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said person(s) and  is(are) in my belief of the full age of eighteen years.

SWORN before me at      ,

in the Province of Alberta,      ,      .

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A Commissioner for Oaths in and for the Province of Alberta

(Print or Stamp Name Next to Signature)

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3. That I know the said person(s) and is(are) in my belief of the full age of eighteen years.

SWORN before me at      ,

in the Province of Alberta,      ,      .

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A Commissioner for Oaths in and for the Province of Alberta

(Print or Stamp Name Next to Signature)

My Commission Expires

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I,       of       in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer or director of       named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at      ,

in the Province of Alberta,      ,      .

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A Commissioner for Oaths in and for the Province of Alberta

(Print or Stamp Name Next to Signature)

My Commission Expires

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1. I am an officer or director of       named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at      ,

in the Province of Alberta,      ,      .

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A Commissioner for Oaths in and for the Province of Alberta

(Print or Stamp Name Next to Signature)

My Commission Expires