



LAND TITLES ACT MORTGAGE

(the "Borrower"),

being (or entitled to become) the registered owner of the lands described in the attached Schedule "A" (the "Lands", which term includes all buildings, fixtures and other improvements thereon, now and in the future), in consideration of ATB Financial ("ATB"), with an office at _____,

providing or agreeing to provide financial assistance to the Borrower (or to the Borrower and another or others, or to a third party or parties), for or up to the principal sum of \$ _____ (the "Principal Sum") or part thereof, covenants and agrees with ATB as follows:

1. This mortgage will secure the payment and performance of all present and future debts and liabilities of the Borrower to ATB, together with interest accrued or to accrue thereon at the rate or rates specified from time to time in the documents held by ATB evidencing such debts and liabilities, whether such debts and liabilities arose from agreements or dealings between ATB and the Borrower or from any agreements or dealings with any third person or otherwise by which ATB has become in any manner whatsoever a creditor of the Borrower, and whether such debts and liabilities were incurred alone or with another or others, and whether as principal, surety or guarantor, and whether matured or not matured, and whether absolute or contingent (all of which debts and liabilities and interest are hereinafter called the "Indebtedness").
2. This mortgage may be held by ATB as security for a revolving line of credit up to a specific principal amount equal to the Principal Sum.
3. The Borrower will: maintain insurance in respect of the Lands for the full insurable value against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail, and such other risks as the Mortgagee may require, with loss payable to ATB as its interest appears; pay all taxes, rates, levies, condominium fees and other assessments in respect of the Lands when due; repair and maintain the Lands in good and substantial condition; and not commit or permit acts of waste on the Lands. If the Borrower does not perform its obligations, ATB may do so and all costs incurred by ATB in that regard will be added to the Indebtedness and bear interest at the highest rate of interest applicable to any part of the Indebtedness.
4. All fees, costs, and expenses for solicitors, inspectors, valuers, surveyors and others howsoever relating to this mortgage including, without limitation, registering this mortgage, and for examining the Lands and the title thereto and for making, maintaining, preserving or enforcing the charge hereby created or acknowledged (including, without limitation, lawyers fees as between a solicitor and his own client on a full indemnity basis), will be a charge against the Lands and repayable by the Borrower to ATB on demand, together with interest at the highest rate of interest applicable to any part of the Indebtedness, and form part of the Indebtedness.
5. The Borrower has no knowledge of any pollutants currently on or under the Lands and the Borrower will not allow any pollutants to be placed, stored or handled on or under the Lands except as disclosed to ATB in writing.
6. If the Borrower defaults in payment of all or any part of the Indebtedness, or defaults in the observance or performance of any of its other obligations to ATB, at the option of ATB this mortgage will become immediately enforceable.
7. All of the covenants and agreements made by the Borrower in this mortgage are in addition to any other covenants or agreements made by the Borrower in any other agreement or granted or implied by law, and will enure to the benefit of ATB and its successors and assigns. If the Borrower is more than one person or entity, all covenants and agreements will apply to and bind each such person or entity jointly and severally together with their respective personal representatives, successors and permitted assigns.
8. For better securing to ATB repayment of the Indebtedness in accordance with this mortgage, the Borrower hereby mortgages to ATB all its estate and interest in the Lands.

IN WITNESS WHEREOF the Borrower has signed this mortgage this _____ day of _____, _____.

SIGNED in the presence of: _____)
 _____)
 Witness: _____)
 _____)



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, R.S.A. 2000, c.D-15 to the extent necessary to give effect to the disposition.

AFFIDAVIT

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

- 1. I am the mortgagor named in the within instrument.
- 2. (a) I am not married.
or
- (b) Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.
or
- (c) I am married to _____ being the person who executed 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 instruction number _____.

SWORN before me at _____)
in the Province of Alberta on _____)
_____, _____)

A Commissioner for Oaths in and for Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires:

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

- 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, R.S.A. 2000, c.D-15 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, R.S.A. 2000, c.D-15 to the extent necessary to give effect to the said disposition,
 - (d) Is executing the document freely and voluntarily without any compulsion on the part of _____.

Dated at _____ in the Province of Alberta on _____, 20____.

A Commissioner for Oaths in and for 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, duly sign the instrument;

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 _____, and _____ in my belief of the full age of eighteen years.

SWORN before me at _____)
in the Province of Alberta, this _____ day of _____)
, _____)

A Commissioner for Oaths in and for 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 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 _____, and _____ in my belief of the full age of eighteen years.

SWORN before me at _____)
in the Province of Alberta, this _____ day of _____)
, _____)

A Commissioner for Oaths in and for 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, this _____ day of _____)
 _____)

A Commissioner for Oaths in and for 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, this _____ day of _____)
 _____)

A Commissioner for Oaths in and for Alberta
 (Print or Stamp Name Next to Signature)

My Commission Expires:

SCHEDULE A