

1. REGISTERED OWNER(S) OF MORTGAGE/ENCUMBRANCE

see schedule

2. REGISTERED OWNER(S) OF LAND

see schedule

3. AFFECTED MORTGAGE/ENCUMBRANCE

Mortgage Caveat Other (*specify*): _____

Instrument No. _____

4. CURRENT AFFECTED TITLE(S)

see schedule

5. ADDITIONAL LAND (*complete only if additional land is being added*)

The land affected by the above (mortgage/encumbrance) is hereby varied to add the following land:

TITLE NO.(S)

see schedule

6. ENCUMBRANCES ON ADDITIONAL LANDS (*complete only if additional land is being added*)

The parties acknowledge that the following encumbrances affecting the additional land have priority of registration over the affected (mortgage/encumbrance):

see schedule

7. AMENDED TERMS

The affected (mortgage/encumbrance) is hereby amended as follows:

see schedule

8. SIGNATURE OF REGISTERED OWNER(S) OF MORTGAGE/ENCUMBRANCE

see schedule

1. I am (entitled to be) (an/the) owner of the affected (mortgage/encumbrance).
2. I am of the age of majority.
3. I agree to amend the affected (mortgage/encumbrance) as set forth herein.

..... **witness signature** **name** **signature** **date** (YYYY/MM/DD)

..... **witness signature** **name** **signature** **date** (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 10.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

9. SIGNATURE OF REGISTERED OWNER(S) OF LAND

see schedule

1. I am (entitled to be) (an/the) owner of the land.
2. I am of the age of majority.
3. I agree to amend the affected (mortgage/encumbrance) as set out above.
4. As security for performance of all my obligations herein, I hereby (mortgage/encumber) to the (mortgagee/encumbrancer) my interest in the additional land (if any).
5. The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because:
 - (a) the within land is not farm land as defined in *The Farm Lands Ownership Act*,
 - (b) the interest in the farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation;
 - (c) other (*specify section of The Farm Lands Ownership Act*): _____
- Particulars:
- 6.

..... **witness signature** **name** **signature** **date** (YYYY/MM/DD)

..... **witness signature** **name** **signature** **date** (YYYY/MM/DD)

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If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

10. IMPORTANT NOTICES

NOTICE TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

- 1. Is either personally known to you, or that their identity has been proven to you.

AND

- 2. That they have acknowledged to you that they:
(a) are the person named in this instrument;
(b) have attained the age of majority in Manitoba; and
(c) are authorized to execute this instrument.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

The Mortgage Act provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all parties signing this document whether individual or corporate.

11. SIGNATURE OF COVENANTOR(S)

see schedule

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

.....//
witness signature name signature date (YYYY/MM/DD)

.....//
witness signature name signature date (YYYY/MM/DD)

12. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of *The Homesteads Act*.

I, the spouse or common-law partner of the (mortgagor/encumbrancee), consent to the disposition of the homestead effected by this instrument and acknowledge that:

- 1. I am the first spouse or common-law partner to acquire homestead rights in the property; or
 A previous spouse or common-law partner of the (mortgagor/encumbrancee) acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*.
- 2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
- 3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
- 4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

.....//
name of spouse or common-law partner signature of spouse or common-law partner date (YYYY/MM/DD)

.....//
name of witness signature of witness date (YYYY/MM/DD)

A Notary Public in and for the Province of Manitoba
A Commissioner for Oaths in and for the Province of Manitoba
My commission expires: _____
Or other person authorized to take affidavits under *The Manitoba Evidence Act (specify):* _____

13. **CONSENTS OF SUBSEQUENT ENCUMBRANCER(S)**

see schedule

_____ as holder of _____ No. _____

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

.....
witness signature **name** **signature** **date** (YYYY/MM/DD) //

.....
witness signature **name** **signature** **date** (YYYY/MM/DD) //

_____ as holder of _____ No. _____

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

.....
witness signature **name** **signature** **date** (YYYY/MM/DD) //

.....
witness signature **name** **signature** **date** (YYYY/MM/DD) //

_____ as holder of _____ No. _____

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

.....
witness signature **name** **signature** **date** (YYYY/MM/DD) //

.....
witness signature **name** **signature** **date** (YYYY/MM/DD) //

Prior to signing and witnessing this document, please carefully review the notices in Box 10.
If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

14. **INSTRUMENT PRESENTED FOR REGISTRATION BY** (include address, postal code, contact person and phone number)