Clear Form

MORTGAGOR'S ACKNOWLEDGEMENT
NOVA SCOTIA

1. I have applied to League Savings and Mortgage Company ("League Savings") for a mortgage, which will be secured against my residence. I acknowledge and represent that I understand the nature of this mortgage transaction and that the property that I own will be encumbered by the mortgage. I also understand that: i) I have no legal representation in this transaction; ii) League Savings will only ensure that its interests are protected; and iii) it has no obligation to protect my interests nor to ensure that I seek independent legal advice. Even though I have decided not to hire a lawyer to represent me in this transaction, I understand that I can obtain independent legal advice at any stage of this transaction at my expense

2. I represent that:
   (a) Since the time of the purchase of my property, I have not subdivided or consolidated the same; (If yes, provide a copy of Plan stamped approved by all municipal and community planning authorities.)
   (b) All property taxes and any penalties, interest and other sums due in respect thereof have been paid in full; and
   (c) I did not assume any mortgages at the time I purchased the property.

3. For purposes of compliance with *The Matrimonial Property Act*, please initial the appropriate statement(s). For the purposes of this document, "spouse" includes an individual who is a party to a registered domestic-partner declaration made pursuant to Section 53 of the *Vital Statistics Act*:

	Mortgagor 1	**Mortgagor 2**	
(a)	____	____	We are spouses of one another and have no former spouse with rights under *The Matrimonial Property Act* nor a former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*;
(b)	____	____	I am not a spouse and have no former spouse with rights under *The Matrimonial Property Act* nor a former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*; and.
(c)	____	____	I am a spouse/domestic partner and. _____ is my spouse/domestic partner and I have no former spouse with rights under *The Matrimonial Property Act* nor a former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*.

If (c) is chosen, please initial from the following statements any that apply (more than one can apply):

(d)	____	____	The property is occupied as a matrimonial home;
(e)	____	____	The property has never been occupied as a matrimonial home;
(f)	____	____	My spouse has released all rights to the property under *The Matrimonial Property Act*, by SEPARATION AGREEMENT OR MARRIAGE CONTRACT;
(g)	____	____	My spouse has released all rights to the property by way of a Court Order; and
(h)	____	____	My spouse has released all rights to the property by way of a Quit Claim Deed.

4. I authorize League Savings or its authorized Representative to make any non-material changes to the mortgage I signed, which may be required in order to facilitate registration. I hereby agree to execute or re-execute any documents or additional documents that League Savings may reasonably require to make its mortgage security enforceable.

5. I hereby authorize and direct League Savings to disburse funds in the following manner:
   (a) to pay First Canadian Title Company Limited's fee and disbursements on my behalf; to pay any existing mortgage, charge, lien or encumbrance in full as agreed by League Savings and myself;
   (b) to deposit any net proceeds of the mortgage loan to my Account No. _____ or to make available to my line of credit account, credit to the amount of allowed limit.
   (c) to redirect funds to the branch for disbursement.

6. I hereby acknowledge that my property has sufficient fire insurance coverage and the details of my policy are as follows (must be completed in full):

   Insurance Company: _____

   Agent Name: _____

   Agent Phone #: _____ Agent Fax #: _____

   Fire Insurance Policy #: _____

7. I hereby acknowledge and agree, if it is determined my property is subject to a title defect or there are interests registered or unregistered that adversely affect my property or its title and League Savings is unable to obtain a policy of title insurance, I may be required to pay a fee of $53.50 to First Canadian Title Company Limited for work completed on my behalf.

8. Wherever the singular is used in this Acknowledgement, it shall be construed as if the plural has been used, when the context or the parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes then required have been made.

Dated this ____ day of _____ , 20____ . Reference # _____

Client's Name:: _____ Client's Name::_____

Signature: _____ Signature:_____