

MORTGAGE Form 11.4

District of WINNIPEG ☒ Mortgage ☐ Encumbrance ☐ Mortgage of Mortgage/Encumbrance
ESTATE AFFECTED ☒ Freehold ☐ Leasehold

1. **MORTGAGOR/GRANTOR OF ENCUMBRANCE (Encumbrancee)** include address and postal code
ROBERT JAMES RETTIE and MARGARET MARILYN RETTIE of Box 11, Site 6, R.R.#2
Okotoks, Alberta T1S 1B2 as joint tenants

COVENANTOR (if any) include address and postal code

REDQUEST DEVELOPMENTS LTD. Box 11, Site 6 R.R.#2, Okotoks AB T1S 1B2 see schedule ☐

2. **LAND DESCRIPTION**

Parcel One: SP Lot 14, Plan 15531 WLTO excepting thereout all mines and minerals in SW 1/4 Section 15-17-7 EPM

NIL ALL CT. 2126052 X

Parcel Two: All that portion of SW 1/4 15-17-7 EPM taken for Rly Right-of-Way, Plan 2045 WLTO

NIL ALL CT. 2126054 X

Parcel Three: All that portion of SE 1/4 16-17-7 EPM taken for Rly Right-of-Way, Plan 2045 WLTO

NIL ALL CT. 2126058 X

Parcel Four: All that portion of South-East Quarter of Section Sixteen in the Seventeenth Township and Seventh Range East of the Principal Meridian in Manitoba lying to the South-West of the South-Western limit of the land taken for the right-of-way of the Canadian Northern Railway, as said Right-of-Way is shown on a plan filed in the Winnipeg Land Titles Office as No. 2045.

NIL ALL CT. 2126059 X

TITLE NUMBER(S) 1799389, 1140528, 1140524 and C75926

MORTGAGE/ENCUMBRANCE NUMBER(S)

see schedule ☐

3. **MORTGAGEE/ENCUMBRANCER** include address and postal code

FARM CREDIT CANADA, Suite 1200, 10250-101 Street, Edmonton, Alberta T5J 3P4

OK 8

see schedule ☐

4. **NAME AND ADDRESS OF MORTGAGEE/ENCUMBRANCER FOR SERVICE** include postal code

SAME AS ABOVE

see schedule ☐

5. **TERMS**

The following terms are incorporated herein:

(a) Standard Charge Mortgage Terms filed as Number 2624177 name Farm Credit Canada

(b) The terms attached hereto as schedule(s) ☐ ☐ ☐ ☐

In this instrument, unless otherwise specified, "herein" means this instrument, all schedules to this instrument and the terms referred to in Box 5.

Where there is insufficient space in this form for all signatures, one or more Mortgagors may sign the schedule identified in Box 7 and attached hereto and/or one or more Covenantors may sign the schedule identified in Box 9 and attached hereto, and such signature or signatures shall bind and obligate the person or persons so signing to the terms herein in the same manner as if such person or persons had signed this form.

6. **PAYMENT PROVISIONS**

see schedule ☐

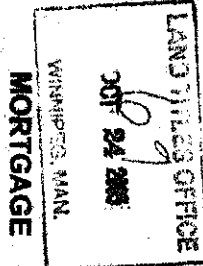
(a) Principal Amount \$ 225,000.00	(b) Interest Rate 18 % per annum	(c) Calculation half-yearly not in advance
(d) Interest Adjustment Date 2005 10 01	(e) Payment Date and Period monthly	(f) First Payment Date 2005 11 01
(g) Last Payment Date 2010 10 01	(h) Amount of Each Payment Dollars \$ 1,366.84	
(i) Balance Due Date 2010 10 01	Guarantee Mortgage <input type="checkbox"/>	

Additional Provisions

see schedule ☐

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration	
Registered this date <u>Oct 24/05</u>	
as No. <u>3207153</u>	
I certify that the within instrument was registered in the <u>WPG</u> Land Titles Office and entered on	
Title No. <u>2126052, 2126058, 2126054, 2126059</u>	
<u>[Signature]</u> For District Registrar	



IMPORTANT NOTICE: 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 twelve months, or as needed for pay off or sale.

MAR 08 201

The District Registrar hereby certifies that this is a true copy of a record maintained in the public records of The Property Registry of Manitoba

ALL CT 2126052 X

ALL CT 2126054 X

ALL CT 2126058 X

ALL CT 2126059 X

3207153

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 if said, affirmed, attested or statutory declaration given pursuant to The Manitoba Evidence Act.

IMPORTANT NOTICE:

NOTE: SINGULAR INCLUDES PLURAL, SET OFF VERSA WHERE APPLICABLE. "I" TO BE READ AS INCLUDING ALL Mortgagee(s) whether individual or corporate.

7. SIGNATURE OF MORTGAGOR/ENCUMBRANCEE

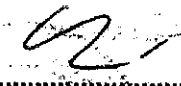
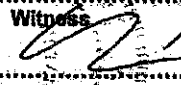
see schedule ☐

~~Strike out inappropriate statement(s) and initial~~

- I am/entitled to be an/the owner of the Land/Mortgage/Encumbrance of the land.
- As security for performance of all my obligations herein, I hereby mortgage/encumber to the Mortgagee/Encumbrance my interest in the Land/Mortgage/Encumbrance of the land.
- I promise to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
- I acknowledge receipt of a copy of this instrument and all of the terms herein.
- I am of the full age of majority.
- The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
 - the within land is not farm land as defined in The Farm Lands Ownership Act.
 - the interest in the farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation.
 - other (specify section of The Farm Lands Ownership Act)

Particulars:

- My co-mortgagor is my spouse or common-law partner and has Homestead rights in the within land.
- The person consenting to this disposition is my spouse or common-law partner and has Homestead rights in the within land.

10.  **ROBERT JAMES RETTIE**
Witness Name Signature
 **MARGARET MARILYN RETTIE**
Witness Name Signature

DATE
Y M D
05 10 17
05 10 17

Charles A. Dixon
Barrister & Solicitor

51 Riverside Gate, Okotoks AB T1S 1B2

attach affidavit of subscribing witness if the witness is other than an officer as defined in subsection 72(4) of The Real Property Act.

8. TYPE OF PROPERTY

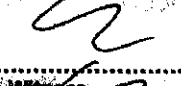

☐ Residential ☒ Farm ☐ Commercial

9. SIGNATURE OF COVENANTOR

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.

REDQUEST DEVELOPMENTS LTD.

 **ROBERT JAMES RETTIE**
Witness Name Signature President
 **MARGARET MARILYN RETTIE**
Witness Name Signature Secretary

DATE
Y M D
05 10 17
05 10 17

10/11. 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:
 - ☐ 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.
- 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.
- 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.
- 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.

DATE
Y M D

Name of Spouse or Common-Law Partner Signature of Spouse or Common-Law Partner

Name of Witness Signature of Witness

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)

12. INSTRUMENT PREPARED BY include address and postal code

J. David George & Associates
108 Regent Avenue East
WINNIPEG MB R2C 0C1

13. ENCUMBRANCES, LIENS AND INTERESTS - The within document is subject to instrument number(s)

NIL

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

J. David George & Associates Attn: David George
108 Regent Avenue East, Winnipeg, Manitoba, R2C 0C1 Phone: 982-7500