

## **RESPONSIBILITY OF SOLICITOR**

It is your responsibility to ensure, together with all other requirements you deem necessary, that:

1. The mortgagor has a good and marketable title to the mortgaged lands and premises with the priority as per the commitment. Any discrepancies in the legal description of the lands dimensions thereof and any title defects, liens, restrictions, encumbrances, encroachments, reservations, and easements (other than routine easements for public utilities, provided no part of a building is affected) to which the lands are subject must be referred to us prior to the advance with your opinion as to the effect on the marketable title and the use of the property.
2.
  - (a) The building and any ancillary building or structure does not, with respect to its location, or use of construction, violate and registered restrictions, provincial and federal statutes and regulations thereto, municipal zoning or building by-laws and regulations and requirements of any competent authority.
  - (b) You have advised us proper to the advance if the lands, building and premises secured, in their use, location or construction constitute a legal non-conforming use.
3. The mortgage is prepared with the schedules supplied; that the provisions thereof are in accordance with the commitment.
4. The mortgage is required in the proper Land Registry of Land Title Office and forms a valid charge on the property with priority as required and subject to only those matters which were approved by us prior to completion of the mortgage.
5. Insurance as specified in our commitment is in force.
6. All other security for the mortgage stipulated in the commitment such as chattel security or assignment of rents, is valid and binding, and has been registered or processed in the manner which will give us, for our interest, all the protection which is available with priority as per the commitment.
7. If the mortgagor is a corporation, it is duly incorporated with full power and authority to hold, mortgage and otherwise deal in the lands and premises described in the mortgage and all necessary corporate action has been taken to authorize the borrowing of the principal sum stated in the mortgage with interest as therein provided and the giving of the mortgage security therefore.
8. If the commitment stipulates a corporate guarantee, the guaranteeing corporation is duly incorporated, has provided a Certificate of Non-Restriction respecting the giving of the guarantee and all corporate proceedings have been taken to authorize the execution of the guarantee of this mortgage.
9. All covenants and guarantors are independently advised and certificates of independent legal advice obtained as required by our instructions.
10. If there is spousal protection or interest legislation in force in the province in which the land is situated, you must ensure that all requirements of such legislation are complied with and our interest is protected in every respect.
11. If the property is not to be registered under a provincial New Home Warranty Plan, the New Home enrolment numbers for the building and the housing unit must be obtained prior to first advance, and a completed copy of the Certificate of Completion and Possession must be obtained prior to the final advance.
12. You have obtained an up to date Plan of Survey prepared or updated with the last 24 months, signed by a qualified surveyor, of the lands and premises. The Plan of Survey must indicate:
  - (i) The lot and plan number of concession number of the land;
  - (ii) The measurements of and the boundaries of the lands and any discrepancies between the legal description of the lands and the lands as described by the Plan Survey.
  - (iii) All buildings and structures or the foundations of all buildings under construction on the land including underground structures and their distances from the boundaries of the land;
  - (iv) Any Encroachments on or from adjacent lands;
  - (v) The location of all easements; and
  - (vi) The municipal address of the property if an existing building.
13. Within 21 days after the loan has been disbursed in full, a Final Report on Title on our Form should be completed and delivered to us; if the required final documentation will be delayed, your Report on Title or a covering letter should indicate an anticipated date of our receipt of that documentation.