

SOLICITOR'S CERTIFICATE OF TITLE AND FINAL REPORT

To **The Equitable Trust Company**

From _____

 Its Solicitor Herein

Date _____

**Mortgage
Loan Number** _____

**Legal
Description** _____

**Municipal
Address** _____

Mortgagor _____

**Covenantor or
Guarantor
(If any)** _____

**Additional/
Collateral
Security** _____

Amount _____

**Mortgage
Dated** _____

**Registration
Date** _____

**Registration
Number** _____

**Registry
District** _____

Title Certification

We have made a search of title to the lands described in the above mortgage and conducted such further searches, enquiries, and examinations as we considered necessary and now report as follows:

We certify that, at the time of registration of the mortgage and of the advance of funds, the Mortgage(s) had a good and marketable title in fee simple to the lands and premises, clear of encumbrances except for the above mortgage and except for the following, all of which have been reviewed with and approved by, you: (list prior encumbrances, utility liens, easements rights of way, encroachments, restrictions, legal non-conforming uses, liens, executions, work orders, compliance requirements, rentals and leases, etc.)

and that the said mortgage has been drawn and executed and the transaction completed in accordance with the instructions which we have received and has been registered in the proper Land Registry Office and constitutes a _____ charge upon the said lands and premises, subject only as aforesaid.

Based on our searches and enquiries and the declaration (enclosed) executed by the Mortgagor(s) we confirm that we are not aware of any liens under the provisions of the Construction Lien Act, 1983, having priority to your mortgage.

At the time of making the final advance under the said mortgage, title to the said lands and premises was registered in the name of (here insert name(s) of Mortgagor(s) or, if applicable, names of approved purchasers as they appear in their deed):

We further certify that on the basis of the enclosed Tax Certificates, all taxes and local improvement charges are paid insofar as the same were due and payable at the date of the final advance and as required by your instructions.

The property is covered for fire insurance, particulars of which are noted below, naming the mortgagee as loss payee.

We have obtained an up-to-date Plan of Survey of the lands and premises (details noted below) and on the basis of it, we further certify that as of the date hereof, it conformed with the description of the lands described in the mortgage and showed the building(s) to stand within the limits of the lands and disclosed no breach of municipal or registered restrictions, except as noted above. Based on our enquiries, the property secured as used complies with the applicable governmental requirements and there are no outstanding work orders or compliance requirements except as noted above.

Additional comments are set out in Schedule "A" and constitute an integral part of this report. We are enclosing the following document(s):

1. **Mortgage**

Registered copy _____

Assumption Agreement _____

Assignment of Mortgage/Transfer of Charge _____

2. **Survey**

Prepared by _____

Dated _____

Declaration Respecting Survey _____

3. **Sheriff's or Execution Certificate**

Date _____

Number _____

4. **Tax Certificate**

Date _____

Number _____

5. **Fire Insurance Policy**

Certified Copy _____

Agent's Name _____

Policy Number _____

Expiry Date _____

6. **Security Interest Agreement (if applicable, re: chattels or other)**

P.P.S.A. Number _____

Date of Registration _____

Expiry Date _____

7. **Mortgage Statements From Prior Mortgages**

Name of Mortgagor _____

Priority _____

8. Assignment of Rents Security Interest Agreement (if applicable)
- P.P.S.A. Number _____
- Date of Registration _____
- Expiry Date _____
- Land Registry Registration Number _____
9. Warranty Re: Urea Formaldehyde Insulation _____
10. Pre-Authorized Cheque Plan (forwarded) _____
11. Declaration Re: Construction Lien, 1983 _____
12. Other Documents _____

DATED at _____ this ____ day of _____, 19 ____

Name of Firm

Address of Firm

Per:

Signature

Signatory (type name of lawyer signing on this line)

Schedule "A" to Report From _____

Mortgage Loan Number _____

Secured On _____

(Delete those paragraphs or portions thereof below which are not applicable.)

Where a condominium property is the security:

We have advised the condominium corporation of your interest as first mortgagee. There are no arrears of common expenses or liens claimed by the Condominium Corporation against the subject unit. We have reviewed a current Estoppel Certificate provided by the Condominium Corporation, find it to be in order, disclosing no deficiencies, and a Certificate of Insurance confirming that there is currently in force adequate fire and extended coverage over the entire condominium premises.

Where the Mortgage(s) or Guarantor(s) is/are a corporation:

We are satisfied that the Mortgage(s) and/or Guarantor(s) is/are duly incorporated and has full power and authority:

- a) to hold, mortgage, and other deal with the lands described in the mortgage; and
- b) based on our enquiries, searches, and certifications received, to give the guarantee herein.

It is our opinion that the mortgage has been duly and properly executed on behalf of the corporation(s).

Where there are tenants, and unless we have received instructions to the contrary:

We have examined the leases and/or tenant estoppel acknowledgement affecting the property and, in our opinion, all are in accordance with the mortgage commitment and have/have not been subordinated to your mortgage and to your security instruments. We have obtained a declaration from the Mortgagor confirming all the details of the tenancies and the leases and all income and expense representations and confirm that the same are in accordance with the mortgage commitment. We have also obtained directions to the tenants, directing them to make future payment of rent to you, which directions you have undertaken that you will use only in the event of default of the mortgage. All the rentals have been assigned to you by way of general Assignment of Rentals, which has been registered in the appropriate Land Registry Office _____, and a financing statement in respect thereof has been registered in the Personal Property Security Act Registration Office as Instrument Number _____. We certify that the said Assignment of Rentals is a good, valid, and enforceable agreement and is a _____ (first/second/etc.) assignment of the said rents.

Where the mortgage has been purchased:

We certify that on the date of completion of the mortgage purchase agreement as Assignment of the Mortgage/Transfer of the Charge was registered in your favour as per duplicate registered copy enclosed, being Instrument Number _____, and the Mortgagee named in the mortgage had good title of the mortgage with full unencumbered ability to assign or transfer the mortgage to you.

Where there is additional security:

The additional security required was secured by a security agreement, valid and enforceable, and a financing statement was registered in the Personal Property Security Act Registration Office as Instrument Number _____ and we certify that the said security agreement constitutes a valid _____ charge against the chattels and equipment and other collateral secured thereby.

