



## Additional Security Details

If applicable, details of additional security and registration are noted in Schedule "A".

## 2. OPINION

I am / We are of the opinion that:

### ENFORCEABILITY

The security for the loan / line of credit constitutes a valid and enforceable obligation of the Mortgagor(s), in accordance with its terms, subject only to the prior encumbrances noted on Schedule A.

### JUDGMENTS

As of the date of this final report there were no outstanding registered builder's liens, judgments, writs of execution, bankruptcy proceedings or other registered claims against the property that would adversely affect your security.

### QUALIFICATIONS TO TITLE

We believe that there will be no secondary financing registered against this property on closing and confirm that we have no knowledge of any secondary financing as of the date hereof that has been arranged to assist in the completion of the transaction.

### ZONING

The land use either conforms with all local municipal zoning by-laws, or any exceptions have been approved by the authorized authorities.

### TAXES

All assessed municipal property and school taxes have been paid to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### INSURANCE

The property is insured for the guaranteed replacement value of any building thereon against fire and extended risks and that the loss is payable to Alberta Treasury Branches as \_\_\_\_\_ mortgagee in accordance with the standard mortgage clause the details of which include:

Company: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Expiry Date: \_\_\_\_\_  
Agent: \_\_\_\_\_  
(Additional requirements if any): \_\_\_\_\_

### CONDOMINIUM

If the security is a condominium unit, we confirm that on the date of the advance of loan / line of credit funds, there was no arrears of common expenses or liens claimed by the Condominium Corporation against the subject unit or that the solicitor for the sellers has undertaken to pay the same or that we undertake to pay the same from the funds. We have reviewed the certificate of insurance that confirms there is currently in force fire and extended perils coverage over the entire condominium complex and individual unit coverage for the interior of the unit.

\_\_\_\_\_  
Name of Lawyer

\_\_\_\_\_  
Signature of Lawyer

\_\_\_\_\_  
Name of Law Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

**SCHEDULE A TO SOLICITOR'S FINAL REPORT ON TITLE  
REAL PROPERTY REPORT AND CERTIFICATE OF COMPLIANCE**

**CERTIFICATION / OPINION**

I / We certify and am / are of the opinion that:

**TITLE**

The Mortgagors have good title to the property, subject only to the implied encumbrances of Section 61 of the *Land Titles Act (Alberta)*, free and clear of all encumbrances whatsoever except for your mortgage in \_\_\_\_\_ position and the encumbrances listed below which do not affect the priority of your mortgage;

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

ATB Financial has a good and valid \_\_\_\_\_ mortgage and charge on the property for the full amount of the monies advanced; and

All known restrictions placed on use of the loan / line of credit proceeds have been complied with.

We confirm a copy of the mortgage and any other applicable security and disclosure documents have been delivered to the Mortgagor(s) and any guarantor.

**ADDITIONAL SECURITY (has been taken as per your instructions and registered as required)**

**ENCROACHMENTS**

There are no encroachments affecting the said Lands.

**SURVEY**

The location of the improvements and structures are within the boundaries of the said Lands.

**ADVANCE**

Loan / line of credit proceeds were advanced in accordance with your instructions and the Direction to Pay on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ENCLOSURES**

In order to complete your file, we enclose the following documents (as requested or listed and not provided in the interim report):

- Certified Copy of Title confirming discharge of all non-permitted registrations
- Fire Insurance Binder Letter



**SCHEDULE A TO SOLICITOR'S FINAL REPORT ON TITLE  
WESTERN LAW SOCIETIES' CONVEYANCING PROTOCOL (ALBERTA)**

**CERTIFICATION / OPINION**

I / We certify and am / are of the opinion that:

**TITLE**

The Mortgagors have good title to the property, subject only to the implied encumbrances of Section 61 of the *Land Titles Act (Alberta)*, free and clear of all encumbrances whatsoever except for your mortgage in \_\_\_\_\_ position and the encumbrances listed below which do not affect the priority of your mortgage;

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

ATB Financial has a good and valid \_\_\_\_\_ mortgage and charge on the property for the full amount of the monies advanced; and

All known restrictions placed on use of the loan / line of credit proceeds have been complied with.

We confirm a copy of the mortgage and any other applicable security and disclosure documents have been delivered to the Mortgagor(s) and any guarantor.

**ADDITIONAL SECURITY (has been taken and registered as per your instructions and registered as required)**

**WESTERN LAW SOCIETIES' CONVEYANCING PROTOCOL (ALBERTA)**

I / We have complied with Western Law Societies' Conveyancing Protocol (Alberta) in the conduct of this transaction and your instructions subject to any qualifications noted below which have been accepted by you. As indicated in our prior opinion dated \_\_\_\_\_, 20\_\_\_\_ (a signed copy is attached), the loan / line of credit was properly funded and funds disbursed in accordance with the Western Law Societies' Conveyancing Protocol (Alberta).

**ENCROACHMENTS**

There are no encroachments affecting the said Lands.

**ADVANCE**

Loan / line of credit proceeds were advanced in accordance with your instructions and the Direction to Pay on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ENCLOSURES**

In order to complete your file, we enclose the following documents (as required or listed and not provided in the interim report):

Direction to Pay

Certified Copy of Title confirming discharge of any non-permitted registrations

Fully executed original copy of Form 3238, Personal Line of Credit Agreement **or** Form 3538, Loan Agreement with Form 3544, Options Schedule attached **or** both

Tax Certificate

Fire Insurance Binder Letter

Consent to Multiple Party Representation (by Purchaser / Borrower)

Waiver of Real Property Report and Compliance Certificate in accordance with Protocol (by Purchaser / Borrower)



**SCHEDULE A TO SOLICITOR'S FINAL REPORT ON TITLE**

**TITLE INSURANCE**

**CERTIFICATION / OPINION**

I / We certify and am / are of the opinion that:

**TITLE**

I / We have arranged Title Insurance coverage with [REDACTED] for the benefit of ATB Financial and, as such, ATB Financial has a mortgage and charge on the said Lands subject only to the following prior encumbrances, which will be adequately dealt with by the aforementioned title insurer and which, as a result, do not adversely affect your security. The final report of the aforementioned title insurer to be delivered to ATB Financial will include a copy of the title insurance policy

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

We confirm a copy of the mortgage and any other applicable security and disclosure documents have been delivered to the Mortgagor(s) and any guarantor; and

All known restrictions placed on use of the loan / line of credit proceeds have been complied with.

**ADDITIONAL SECURITY (has been taken as per your instructions and registered as required)**

**ENCROACHMENTS**

Any encroachments affecting the said property will be adequately dealt with by the aforementioned title insurance, and will not adversely affect your security.

**SURVEY**

The location of any improvements and structures within the boundaries of the said property will be adequately dealt with by the aforementioned title insurer, and will not adversely affect your security.

**ADVANCE**

Loan / line of credit proceeds were advanced in accordance with your instructions and the Direction to Pay on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ENCLOSURES**

In order to complete your file, we enclose the following documents (as required or listed and not provided in the interim report):

Direction to Pay

Certified Copy of Title confirming discharge of any non-permitted registrations

Fully executed original copy of Form 3238, Personal Line of Credit Agreement **or** Form 3538, Loan Agreement with Form 3544, Options Schedule attached **or** both

Tax Certificate

Fire Insurance Binder Letter

Consent to Multiple Party Representation (by Purchaser / Borrower)

Copy of Title Insurance Policy



**SCHEDULE A TO SOLICITOR'S FINAL REPORT ON TITLE  
CONDOMINIUM**

Without Real Property Report and Certificate of Compliance	Western Law Societies' Conveyancing Protocol (Alberta)	With Title Insurance
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**CERTIFICATION / OPINION**

I / We certify and am / are of the opinion that:

**TITLE**

The Mortgagors have good title to the property, subject only to the implied encumbrances of Section 61 of the *Land Titles Act (Alberta)*, free and clear of all encumbrances whatsoever except for your mortgage in \_\_\_\_\_ position and the encumbrances listed below which do not affect the priority of your mortgage;

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

ATB Financial has a good and valid \_\_\_\_\_ mortgage and charge on the property for the full amount of the monies advanced; and

All known restrictions placed on use of the loan / line of credit proceeds have been complied with.

We confirm a copy of the mortgage and any other applicable security and disclosure documents have been delivered to the Mortgagor(s) and any guarantor.

**ADDITIONAL SECURITY (has been taken as per your instructions and registered as required)**

**ENCROACHMENTS**

There are no encroachments affecting the said Lands.

**ADVANCE**

Loan / line of credit proceeds were advanced in accordance with your instructions and the Direction to Pay on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ENCLOSURES**

In order to complete your file, we enclose the following documents (as required or listed and not provided in the interim report):

Certified Copy of Title confirming discharge of all non-permitted registrations

Fire Insurance Binder Letter

Direction to Pay

Fully executed original copy of Form 3238, Personal Line of Credit Agreement **or** Form 3538, Loan Agreement with Form 3544, Options Schedule attached **or** both

Tax Certificate

Estoppel Certificate

Information Statement

Consent to Multiple Party Representation (by Purchaser / Borrower)

Waiver of Real Property Report and Compliance Certificate in accordance with Protocol (by Purchaser / Borrower)

