ESTOPPEL AFFIDAVIT OF MORTGAGOR

This Estoppel Affidavit of Mortgagor (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Mortgagor"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [AFFIANT NAME]** (the "Affiant"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

**TERMS**

1. This is to certify that Affiant executed, assumed, or taken title subject to, the mortgage on the real property located at [ADDRESS], originally granted to [NAME], dated [DATE], recorded in [BOOK, PAGES] of the public records of the [COUNTRY] and now assigned to and held by [NAME]. The legal description of the mortgaged property is attached hereto as Exhibit A.
2. The original principal amount of the Promissory Note secured by said Mortgage was [AMOUNT], with interest accruing thereon at the fixed rate of [%] per annum amortised over [NUMBER] year(s), with [NUMBER] monthly instalment payments of principal and interest due and payable in the amount of [AMOUNT] per month, with the first payment due on [DATE]. A total of [NUMBER] payments have been made through and including the payment due on [DATE]. This loan is current in all respects, and the Affiant is not in default.

1. The remaining unpaid principal balance owing on said Note and Mortgage is [AMOUNT], as of [DATE], and there remain scheduled monthly payments due in the amount of [AMOUNT] each, and a balloon payment of [AMOUNT] due on [DATE], with [AMOUNT] then remaining unpaid after said balloon. The next payment in the amount of [AMOUNT] is due on [DATE]. Interest continues to accrue on said Note and Mortgage at the fixed annual rate of [%].

1. No lump sum payments have been made against said balance, nor are there any claims, defences or offsets against said Mortgage or Note.
2. The Affiant had the full legal capacity to execute said Note and Mortgage or to assume or take title to the real property subject to said Mortgage and is not in bankruptcy or receivership for the benefit of creditors.
3. Affiant has no knowledge of any action or proceeding whatever, which is now pending in any state or federal court in [COUNTRY] in which the Affiant is a party which affects the real property or the Note or Mortgage, nor does the Affiant know of any federal or state court judgment, tax lien or any other lien of any kind or nature whatever which now constitutes a lien or charge upon the property, Note, or Mortgage, except taxes for the current year and the lien of those certain mortgages of record in the County and State where the property is located.
4. Affiant has received no notice from any governmental authority requiring any improvement, alteration or change to be made in and about the property.

1. Affiant has not had any sums escrowed for the payment of taxes or insurance on the property.
2. Affiant further states under penalty of perjury that there has never been any previous transfer or assignment of the above described Promissory Note and/or Mortgage to the knowledge of Affiant, nor has Affiant ever received any notice of assignment or notice of any other interest had by any other third party in said Note and/or Mortgage; Affiant will hold harmless and protect against any claims due to misrepresentation hereof.
3. Affiant understands that this affidavit may be relied upon by any third-party for the purpose of assuming, holding, purchasing, assigning, or satisfying the Promissory Note and Mortgage presently owed by the Affiant.
4. That said Agreement is intended to be and is an absolute conveyance of the title to said property to Mortgagor named therein and was not and is not now intended as a mortgage, trust conveyance or security of any kind.
5. That it was the intention of Affiant as grantors in said Affidavit to convey, and by said Affidavit Affiant did convey, to Mortgagor therein, all their right, title and interest absolutely in and to said property and that possession of the said property has been surrendered to Mortgagor.
6. That in the execution and delivery of said Affidavit Affiant was not acting under the misapprehension as to the effect thereof and acted freely and voluntarily and were not acting under coercion or duress.
7. That at the time of making said Affidavit Affiant believed and now believe that the aforesaid consideration, therefore, represented the fair value of said property.
8. That this affidavit is made for the protection and benefit of Mortgagor in said Affidavit, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in said property.
9. That Affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MORTGAGOR AFFIANT

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Authorised Signature Authorised Signature

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Print Name and Title Print Name and Title

**Acknowledgement**

 [Province] County of [COUNTY]

On [DATE] before me, [NAME OF NOTARY], notary, personally appeared [NAME OF PERSON(S) INVOLVED], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorised capacity(,and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Notary

(*Seal*)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY**