

Lawyer/Notary Report

Date: \_\_\_\_\_  
To: \_\_\_\_\_  
Fax No: \_\_\_\_\_

Branch Domicile

Mortgage Number	Default Insurer Name and Reference No. (if applicable)
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Mortgagor/Borrower  
Exact Name(s) in which title registered

Covenantor/Guarantor	Property Identification Number
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Property  
Legal Description

Full Civic Address including Postal Code

Mortgage Details					
Form No.	Mortgage Principal Amount	Interest Rate	Last Payment Date	Amount of Each Payment	Payment Frequency
	\$	%		\$	

Mortgage Registration Details		
Number	Date	Other Details

Taxes	
Paid in full to (date)	Tax Roll Number

FINAL REPORT

In accordance with your instructions, we confirm and acknowledge completion of the following:

1. Provided the necessary documents containing the Cost of Borrowing Information to the borrower and all applicable co-borrowers at least two clear business days prior to entering into the mortgage/loan unless the customer waives this timing, as follows:
- | Loan Secured by Real Property | Document provided   |
|-------------------------------|---|
| Residential Mortgage          | Our Commitment to Lend and Disclosure Statement and the Schedule to it. |
| Homeowner ReadiLine           | Line of Credit Agreement and if applicable, Line of Credit Addendum     |
| Homeowner Line of Credit      |   |
| Homeowner Equity Loan Plan    | Loan Plan Promissory Note   |
2. Performed necessary searches with respect to the property and will issue the opinion you have requested from us in the form specified.
3. Verified that the realty taxes are up to date and we have provided confirmation of same.
4. Advised the Bank of any unusual circumstances that may indicate a fraud or misrepresentation including any recent sales (within the last 12 months) of the same property at substantially higher/lower values, any recent discharge, mortgages or title transfers (within the last 12 months), any disbursements to parties other than usual payees, or any disbursement to a mortgage broker or someone arranging additional financing.
5. Upon request, agree to provide the Bank with the lawyer, notary, or client file if the Bank deems there to be evidence of misrepresentation or fraud.
6. Verified identification for all mortgagors and all guarantors in accordance with the instructions and delivered the completed ID Verification Document(s) to the Bank. In addition, for each power of attorney that exists in relation to this transaction, we have verified identification for all who hold or exercise such powers of attorney in accordance with the instructions, and in compliance with all requirements of applicable law, and delivered the completed ID Verification Document(s) to the Bank. We have retained a copy of all pieces of identification that we have obtained in connection with such verifications.
7. Complied with all conditions of your instructions.

TITLE

We find that the said mortgagor/borrower has a good title and that there are no personal judgements recorded against the property and that the said mortgage/deed of loan is a \_\_\_\_\_ charge/hypothec against the said lands. There are

no registered easements, servitudes, encroachments, reservations, or restrictions (or unregistered of which we are aware) affecting the mortgaged property except as described below.

FIRE INSURANCE

☐ For single family and multi-family properties:

We certify that the subject property is insured against fire and extended risks in the amount of \$ \_\_\_\_\_ with \_\_\_\_\_ Policy No \_\_\_\_\_ Expiry Date \_\_\_\_\_.  
Loss under the policy will be payable to the Bank of Montreal (Branch) \_\_\_\_\_ as first mortgagee and an acceptable mortgage clause attached.

☐ For condominium strata properties verify that:

- (i) a condominium/strata corporation master policy is in place for the full replacement value of the building(s) and all common elements and
- (ii) a condominium unit owner policy is in place covering full replacement value of improvements to the unit and all contents.

We certify that the subject condominium unit is insured against fire and extended risks in the amount of \$ \_\_\_\_\_ with \_\_\_\_\_ Policy No (unit owner) \_\_\_\_\_ Expiry Date \_\_\_\_\_.  
Loss under the policy will be payable to the Bank of Montreal (Branch) \_\_\_\_\_ as first mortgagee and an acceptable mortgage clause attached.

WARRANTY

We warrant that the mortgage/deed of loan has been drawn in accordance with your instructions. The certified copy of the document together with the surveyor’s sketch/certificate will be sent to you within 30 days of registration of the mortgage.

EASEMENTS, SERVITUDES, ENCROACHMENTS, RESERVATIONS AND RESTRICTIONS

- (A) Acceptable defects included in the list of easements, servitudes, restrictions or encroachments considered unobjectionable under National Housing Loan Regulation 50(2) (Form CMHC 1688) supplied by CMHC.
- (B) Other defects which we consider do not render the property unmarketable and which in the case of loans under the National Housing Act, in our opinion require approval from CMHC.
- (C) Defects which we consider render the property unmarketable and which in our opinion are not acceptable.

Documents required to be returned to the Bank of Montreal

Selecting the tick boxes below, confirms that you have obtained the required documents and have included them in your deliveries to the Bank.

- ☐ Copy of the Registered Mortgage charge document and/or Confirmation of Registration document registered over the property address and borrower names as instructed by BMO.
- ☐ Copy of the Signed LF512 and/or LF512A (Homeowner Readiline Only)
- ☐ I confirm I have reviewed Schedule titled DELIVERIES TO THE BANK and Appendix titled OWNER OCCUPANCY DECLARATION of the Solicitor Instructions, and confirm no applicability, or if applicable and the mortgage is default insured, I will have the Owner Occupancy Declaration completed and will deliver as soon as possible and no later than 30 days after the mortgage advance.
- ☐ I confirm reviewing the Solicitor Instructions and confirm no applicability, or if applicable, I have requested Payout and discharge of all prior encumbrances as required by law society. I will deliver as soon as possible after the mortgage advance.
- ☐ Solicitor/Notary attests to compliance with the Prohibition on the Purchase of Residential Property by Non-Canadians Act and Regulations
- ☐ I confirm, I have uploaded all the supporting evidence required to meet the Terms and Conditions as set out by the Bank of Montreal in the Solicitor Instruction Document pertaining to this file.

Failure to do so will result in the Bank of Montreal not being able to close the file and an incomplete notice for required documentation to be sent to your office.

Lawyer/Notary Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Lawyer/Notary