

LOCAL REGISTRAR'S OFFICE  
291-23 STREET WEST  
BATTLEFORD SASK.

11/29/2017 000000  
#0020 2:50PM SERV. 0010001

PHOTOCOPY \$45.00  
QBG 290/16

\*\*\*TOTAL \$45.00  
CASH \$45.00  
CHANGE \$0.00



Government  
of  
Saskatchewan

Judicial Centre of Battleford  
Local Registrar's Office

Ministry of Justice

Box 340, 291 - 23<sup>rd</sup> Street West  
Battleford, Canada S0M 0E0  
Bus: (306) 446-7675  
Fax: (306) 446-7737

qblbattleford@gov.sk.ca  
saskatchewan.ca

OBG 290/16

①

November 10, 2016

Appointment rescheduled December 8, 2016,  
still issue

Donnell J

NOV 29 2016

RULE 430(1)

Consent Adj. to Dec 15/16  
Telephoned in by J. Kerr  
With consent of D. Gillanders

Kathleen Christopherson, DLR

Dec 15/16 Before Mr. Justice D.B. Konkin

Jeff Kerr for Synergy Credit Union Ltd, by phone  
Dustin Gillanders for Tricia McDonald, by phone

This matter is adjourned to Feb 23/17 to  
see where matters are at, and in hopes there  
will be a resolution on or before that date.

Request that the Affidavit with the  
mortgage be filed forthwith.

K. Christopherson, DLR

February 23/17

Zick J.

Jeff Kerr for Proposed Plaintiff  
Stephen Morgan for Proposed Defendant

2

COPY

COUNSEL FOR THE PROPOSED RESPONDENT INDICATES THAT HER CLIENT HAS OBTAINED CONDITIONAL FINANCING FROM THE CIBC PENDING PRODUCTION OF 2016 TAX RETURN AND NOTICE OF ASSESSMENT. THE NOTICE OF ASSESSMENT ISN'T EXPECTED BACK FROM CANADA REVENUE AGENCY FOR AT LEAST 2 WEEKS.

THE COURT IS NOT PREPARED TO GRANT LEAVE ON COUNSEL'S UNDERTAKING THAT AN ACTION NOT BE COMMENCED BEFORE MARCH 31 GIVEN THE POSSIBILITY THAT THE CIBC WILL NOT PROCEED WITH FINANCING AND THE RESPONDENT OUGHT TO BE GIVEN AN OPPORTUNITY TO PERSUE FINANCING GIVEN THAT PAYMENTS UNDER THE EXPIRED MORTGAGE CONTINUE TO BE MADE AND A PROPOSED PLAINTIFF IS NOT PREJUDICED BY AN ADDITIONAL ADJOURNMENT GIVEN THAT THERE IS EQUITY REMAINING IN THE PROPERTY

MATTER ADJ TO APRIL 13 2017 AT 10 AM LEAVE IS GIVEN TO BOTH COUNSEL TO APPEAR BY TELEPHONE

JILL COOK  
DEPUTY LOCAL REGISTRAR

Form 6-4  
(Rule 6-4)

COURT FILE NUMBER QB6 290/16

IN THE MATTER OF *THE LAND CONTRACTS (ACTIONS) ACT*  
AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE BATTLEFORD

PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.

PROPOSED DEFENDANT TRICIA DARLENE MCDONALD



**APPLICATION WITHOUT NOTICE**

This application is being made without notice.

11/10/2016 1:44PM 000000#0015 0001  
COMM ACTION \$100.00

**Provision authorizing the application to be made without notice:**

1. This is an application pursuant to Section 3(2) of *The Land Contracts (Actions) Act* for the appointment to hear an application providing that the Proposed Plaintiff have leave to commence proceeding against the Proposed Defendants.
2. On the further grounds of Section 3(4) of *The Land Contracts (Actions) Act* as 30 days has expired since service of the Notice of Intention on the Provincial Mediation Board and *The Land Contracts (Actions) Act* provides that an appointment shall be granted under the circumstances.

**Remedy claimed or sought:**

3. The Proposed Plaintiff seeks relief to commence a proceeding against the proposed Defendant for the following relief:
  - (a) Foreclosure of the mortgage;
  - (b) Judicial sale of or acquisition of title to the mortgage premises;
  - (c) Possession (or immediate possession) of the mortgaged premises;
  - (d) Appointment of a Receiver of the rents, issues, and profits of the mortgaged premises;
  - (e) Costs; and
  - (f) Related relief

**Respecting opposite parties (mark applicable boxes):**

None of the other parties is represented by a lawyer

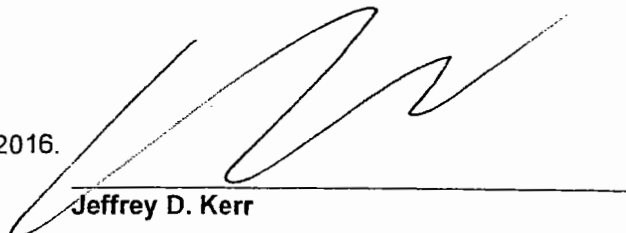
**Applicable Acts and Regulations:**

4. *The Court of Queen's Bench Rules*; and
5. *The Land Contracts (Actions) Act*.

**Applicable rules:**

6. Rule 6.4 and Rule 10.39
7. **Applicable cases relied on:** N/A

DATED at Lloydminster, Alberta, this November 1, 2016.

  
\_\_\_\_\_  
Jeffrey D. Kerr

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

**If prepared by a lawyer for the party:**

Name of firm: Politeski Strilchuk Milen

Name of lawyer in charge of file: Jeffrey D. Kerr

Address of legal firm: PO Box 20; 5009 – 47 Street, Lloydminster, SK/AB S9V 0X9  
*(set out the street address)*

Telephone number: (780) 875-2288

Fax number *(if any)*: (780) 875-3479

Email: jeff@psmlaw.ca

COURT FILE NUMBER QBG 29016

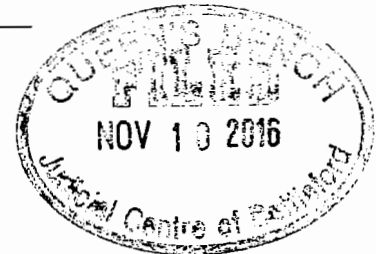
IN THE MATTER OF THE LAND CONTRACTS (ACTIONS) ACT  
AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR  
SASKATCHEWAN

JUDICIAL CENTRE BATTLEFORD

PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.

PROPOSED DEFENDANT TRICIA DARLENE MCDONALD



**AFFIDAVIT OF SERVICE IN ACTIONS UNDER  
MORTGAGES OR AGREEMENTS FOR SALE OF LAND**

I, Loretta Lorenz, of Kitscoty, Alberta, make oath and say (or affirm):

1 That I did, on the 6<sup>th</sup> day of October, 2016, serve the Provincial Mediation Board with a true copy of the Notice of Intention attached to this affidavit and marked exhibit "A" having enclosed that copy in an envelope, addressed to the Provincial Mediation Board at #120, 2151 Scarth Street, Regina, SK S4P 2H8, and posted it by registered mail in the post office at Lloydminster, Saskatchewan.

2 Attached and marked exhibit "B" is the post office confirmation of delivery to the Provincial Mediation Board, showing confirmation of a signature purporting to be the signature of C. Blacket and dated October 7, 2016.

SWORN (OR AFFIRMED) BEFORE ME )  
at Lloydminster, Alberta, this 24<sup>th</sup> day )  
of October, 2016. )

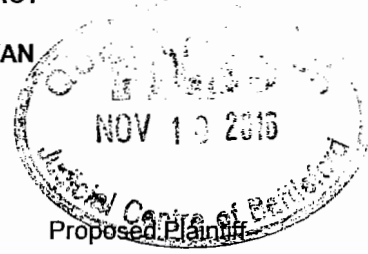
Loretta Lorenz  
LORETTA LORENZ

Charlene Davis

A Commissioner for Oaths in and for the  
Province of Alberta

My commission expires June 8, 2018  
CHARLENE DAVIS

IN THE MATTER OF *THE LAND CONTRACTS (ACTIONS) ACT*  
AND A PROPOSED ACTION  
IN THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
JUDICIAL CENTRE OF BATTLEFORD



BETWEEN:

SYNERGY CREDIT UNION LTD.

- and -

TRICIA DARLENE MCDONALD

Proposed Defendant

**NOTICE OF INTENTION**

**TAKE NOTICE** that upon the expiration of 30 clear days after service of this Notice upon you, the Proposed Plaintiff intends to apply ex parte to the Presiding Judge of the Court of Queen's Bench for leave to commence an action as defined in The Land Contracts (Actions) Act, R.S.S. 1978, c. L-3, against the Proposed Defendant, on the hereinafter described mortgage, for the following relief:

- a) A declaration as to the amount owing under the mortgage with interest according to the terms thereof;
- b) Immediate sale to the Plaintiff or otherwise;
- c) In the alternative, immediate foreclosure;
- d) An Order for Possession;
- e) An Order for appointment of a Receiver and/or Interim Receiver;
- f) An Order granting a period of redemption of one day, or such other period as the Court may direct;
- g) All legal costs and expenses incurred by or allowed to the Plaintiff, including those as between solicitor and client; and
- h) Such other relief as the nature of this case may require and to this Honourable Court may seem just.

Loan No.: 800201447614

The following are the particulars of the mortgage:

Mortgagor: TRICIA DARLENE MCDONALD

Mortgagee: SYNERGY CREDIT UNION LTD.

Date of Mortgage: OCTOBER 29, 2007

This is Exhibit "A" referred to  
in the Affidavit of

Loretta Lorenz

sworn before me this 24 day of

October, 20 16

[Signature]

A Commissioner for Oaths in and  
for the Province of Alberta

My Commission expires: JUNE 8, 2018

CHARLENE DAVIS

Date of Registration: OCTOBER 31, 2007

Instrument Number: 113376304

Land Titles Office: Information Services Corporation

The mortgaged premises are described as follows:

Unit #19 in Condo Plan #101880783 with 156/10000 shares of common property in  
Condominium Parcel #161559197  
Reference Land Description: Condo Plan No 101880783 Extension 0

The said mortgage was given to secure the sum of \$194,401.35 with interest at the rate of 6.09% per annum, calculated half-yearly not in advance.

The last payment made on the said mortgage was made on September 16, 2016, in the amount of \$324.58. The balance owing under the said mortgage as at September 26, 2016, is \$173,375.56, as follows:

Principal	\$173,149.08
Interest	\$ 126.48
Per Diem Interest	\$12.65

The total amount secured by the mortgage and the loan is as of September 26, 2016, \$173,375.56.

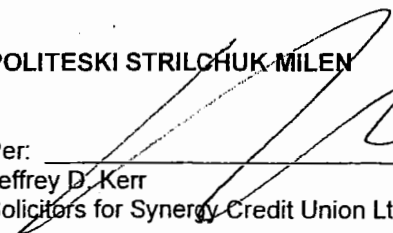
It appears from the records at the Land Titles Office at Information Services Corporations of Saskatchewan that the following are interested in the equity of redemption of the Proposed Defendant, namely: TRICIA DARLENE MCDONALD

The last known address for the Proposed Defendant is: #303, 4811 – 47 Avenue, Lloydminster, SK S9V 0T9

This Notice is given pursuant to the provisions of Section 3 of The Land Contracts (Actions) Act, R.S.S. 1978, c. L-3.

DATED October 6, 2016, at the City of Lloydminster, in the Province of Alberta.

**POLITESKI STRILCHUK MILEN**

Per:   
Jeffrey D. Kerr  
Solicitors for Synergy Credit Union Ltd.



This document was delivered by:

**POLITESKI STRILCHUK MILEN**

Barristers and Solicitors

P.O. Box 20; 5009 – 47 Street

LLOYDMINSTER, SK/AB

S9V 0X9

Phone (780) 875-2288

Fax: (780) 875-3479

Whose address for service is: same as above

Lawyer in Charge of file: Jeffrey D. Kerr

File No.:21756-49 JKPC



Date: 2016/10/21

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN107014846CA

Product Name Not Available

Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2016/10/07

Signatory Name C BLACKET

Signature



REGISTERED DOMESTIC CUSTOMER RECEIPT

RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT



Pro	Destinataire	FOR
Pro	Nom	1 888 550-6333
Provincial Mediation Board		
Address	Address	CPC Tracking Number / Numéro de repérage de la BCP RN 107 014 846 CA
#120 2151 South Street		
City / Prov. / Postal Code	Ville / Prov. / Code postal	
Regina SK S4P 2H8		
Value	\$	
33-086-584 (14-06)		

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse

This is Exhibit "B" referred to in the Affidavit of

Loretta Lorenz

sworn before me this 24 day of

October, 20 16

Davis

A Commissioner for Oaths in and for the Province of Alberta

My Commission expires: 21st 8, 2018

CHARLENE DAVIS

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

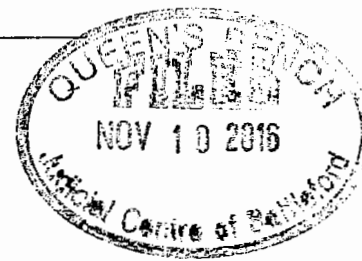
**If prepared by a lawyer for the party:**

Name of firm:	POLITESKI STRILCHUK MILEN
Name of lawyer in charge of file:	JEFFREY D. KERR
Address of legal firms:	PO BOX 20 5009 – 47 Street, Lloydminster, SK/AB S9V 0X9
Telephone number:	(780) 875-2288
Fax number ( <i>if any</i> ):	(780) 875-3479
Email:	jeff@psmlaw.ca

COURT FILE NUMBER QB6240 of 2016

IN THE MATTER OF *THE LAND CONTRACTS  
(ACTIONS) ACT* AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR  
SASKATCHEWAN



JUDICIAL CENTRE BATTLEFORD

PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.

PROPOSED DEFENDANT TRICIA DARLENE MCDONALD

**AFFIDAVIT OF PATTY WANG**

I, PATTY WANG, of the City of Lloydminster, in the Province of Saskatchewan, collection officer,  
MAKE OATH AND SAY AS FOLLOWS:

1. I am employed with the Proposed Plaintiff in connection with the mortgage sued on in this action and as such have a personal knowledge of the matters and facts in this affidavit except where stated to be based on information and belief and where so stated, I verily believe the same to be true.
2. I have conducted a search of the records of the Proposed Plaintiff, Synergy Credit Union Ltd., and find that TRICIA DARLENE MCDONALD, executed a mortgage in favour of the Proposed Plaintiff on the property legally described as:  

Unit #19 in Condo Plan #101880783 with 156/10000 shares of common property in Condominium Parcel #161559197
3. The mortgage is dated October 29, 2007, and was registered at Information Services Corporation on October 31, 2007, as Interest Register Number 113376304 and attached hereto and marked as Exhibit "A" to this my Affidavit is a true copy of such mortgage.
4. Demand has been made on the debtor for payment of the outstanding amounts owing under the mortgage.
5. Default has occurred under the terms of the mortgage and the sum of \$172,829.14 is owing as of October 24, 2016, the mortgage having matured with the following amounts owing

a)	Principal	\$172,702.99
b)	Interest	<u>\$ 126.15</u>

c)	Total	\$172,829.14
d)	Per Diem	\$ 12.62

6. Date of Last Payment: October 14, 2016, in the amount of \$418.00.
7. The Proposed Plaintiff has not renewed the mortgage and made demand for amount due and owing.
8. No payment has been made to the Proposed Plaintiff on account
9. Based on an appraisal of the property carried out by Darmac Appraisals Ltd., in Lloydminster, a professional appraisal company, as of October 17, 2016, the value of the property is estimated to be between \$205,000.00 and \$215,000.00.
10. I have conducted an exhaustive search of the records of the Proposed Plaintiff, Synergy Credit Union Ltd., and I do verily believe that there has been no intervention or notice of intervention filed on this application by The Provincial Mediation Board of Saskatchewan with the Proposed Plaintiff, Synergy Credit Union Ltd.
11. I make this Affidavit in support of an application for an appointment for leave to commence an action for:
  - a) Foreclosure of the equity of redemption of the Defendant;
  - b) Sale or possession of the mortgaged premises, and/or;
  - c) And/or the recovery of any monies payable under this said mortgage including but not limited to solicitor-client costs of the within application and action.

SWORN BEFORE ME at the City of )  
 Lloydminster, in the Province of )  
 Saskatchewan, this 26 day of October, )  
 2016. )

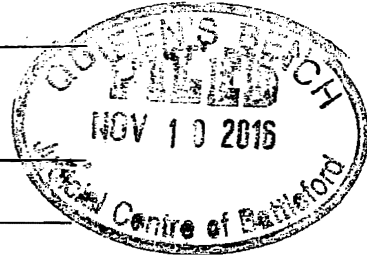
A COMMISSIONER FOR OATHS in and )  
 for the Province of Saskatchewan )  
 Jeffrey D. Kerr )  
 My commission expires: being a )  
 Solicitor )

  
 Patty Wang

*SP Alberta*

Form 6-4  
(Rule 6-4)

COURT FILE NUMBER QBG 290/16  
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
JUDICIAL CENTRE BATTLEFORD  
PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.  
PROPOSED DEFENDANT TRICIA DARLENE MCDONALD



**CERTIFICATE OF SOLICITOR**

I, JEFFREY D. KERR, of the City of Lloydminster, in the Province of Alberta, solicitor, certify that no money has been paid to the office of Politeski Strilchuk Milen, to the credit of the mortgage which is the subject of these proceedings to the date hereof.

DATED at Lloydminster, Alberta, this November 1, 2016.

  
Jeffrey D. Kerr

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

**If prepared by a lawyer for the party:**

Name of firm: Politeski Strilchuk Milen  
Name of lawyer in charge of file: Jeffrey D. Kerr  
Address of legal firm: PO Box 20; 5009 – 47 Street, Lloydminster, SK/AB S9V 0X9  
Telephone number: (780) 875-2288  
Fax number (if any): (780) 875-3479  
Email: jeff@psmlaw.ca

COURT FILE NUMBER QB6 290/16

IN THE MATTER OF THE LAND CONTRACTS  
(ACTIONS) ACT AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR  
SASKATCHEWAN



JUDICIAL CENTRE BATTLEFORD

PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.

PROPOSED DEFENDANT TRICIA DARLENE MCDONALD

**AFFIDAVIT OF VALUE**

I, Tony Wicker, of the City of Lloydminster, in the Province of Alberta/Saskatchewan, Real Estate Appraiser, MAKE OATH AND SAY AS FOLLOWS:

1. On the 17<sup>th</sup> day of October, 2016, I made a driveby and review of the lands in question in these proceedings, namely:  
  
Unit #19 in Condo Plan #101880783 with 156/10000 shares of common property in Condominium Parcel #161559197  
  
Attached hereto and marked as Exhibit "A" is a copy of the Restricted/Drive By Appraisal Report.
2. I do verily believe that as of October 17, 2016, the value of the above described land is between \$205,000.00 and \$215,000.00.
3. I have not now and never have had any interest in the said lands, or otherwise in these proceedings, except as an appraiser for Synergy Credit Union Ltd. in connection with the inspection and valuation made by me as above.

SWORN BEFORE ME at the City of )  
Lloydminster, in the Province of Alberta, )  
this 25 day of October, 2016. )

Loretta Lorenz  
A COMMISSIONER FOR OATHS in and  
for the Province of Alberta

Tony Wicker  
Tony Wicker

My commission expires:

**LORETTA LORENZ**  
A Commissioner for Oaths  
in and for the Province of Alberta  
My commission expires March 26, 2019

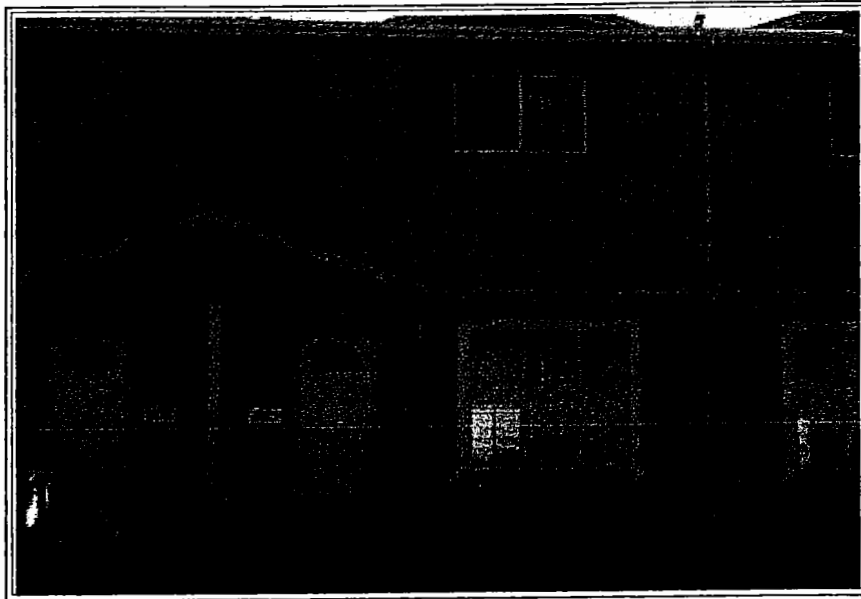
**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

**If prepared by a lawyer for the party:**

Name of firm:	POLITESKI STRILCHUK MILEN
Name of lawyer in charge of file:	JEFFREY D. KERR
Address of legal firms:	PO BOX 20 5009 – 47 Street, Lloydminster, SK/AB S9V 0X9
Telephone number:	(780) 875-2288
Fax number ( <i>if any</i> ):	(780) 875-3479
Email	jeff@psmlaw.ca



RESTRICTED/DRIVE BY APPRAISAL REPORT



OF THE LAND AND IMPROVEMENTS  
LOCATED AT

#303 - 4811 - 47TH AVENUE  
LLOYDMINSTER, SK

PREPARED FOR

SYNERGY CREDIT UNION

PREPARED BY

TONY WICKER  
DAR CNAREA

This is Exhibit "A" referred to  
in the Affidavit of

*Tony Wicker*

sworn before me this 25 day of

October, 20 16

*Loretta Lorenz*  
A Commissioner for Oaths in and  
for the Province of Alberta

My Commission expires: \_\_\_\_\_

**LORETTA LORENZ**  
A Commissioner for Oaths  
in and for the Province of Alberta  
My commission expires March 28, 20 19

DARMAC APPRAISALS LTD.  
5021 - 49TH STREET  
LLOYDMINSTER, AB T9V 0K1

OCTOBER 17, 2016

SYNERGY CREDIT UNION

THE PURPOSE OF THIS APPRAISAL REPORT IS TO DETERMINE THE MARKET VALUE, AS DEFINED IN THIS REPORT, OF THE SUBJECT LAND AND IMPROVEMENTS THEREON, IN FEE SIMPLE, FOR THE FUNCTION OF MITIGATION PURPOSES.

THE APPRAISER HAS PERSONALLY VIEWED THE SUBJECT (EXTERIOR ONLY), AS PER CLIENTS INSTRUCTIONS BUT HAS GATHERED AND ANALYZED ALL OF THE DATA DEEMED NECESSARY, WHICH WAS OBTAINED FROM THE LOCAL REAL ESTATE BOARD, THE MULTIPLE LISTING SERVICE, THE PUBLIC RECORD, AND FROM THE APPRAISER'S OWN FILES. THE APPRAISER HAS FURTHER COMPLETED A SALES COMPARISON APPROACH ANALYSIS.

THIS APPRAISAL REPORT HAS BEEN COMPLETED IN ACCORDANCE WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP).

IT IS MY OPINION THAT THE MARKET VALUE OF THE SUBJECT PROPERTY AS OF OCTOBER 17, 2016, IS:

\$205,000 - \$215,000

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which affect the stated opinion of market value, the use, and the intended user of the report. Please carefully read, and pay particular attention to all of these descriptions, conditions, and special limitations.

  
\_\_\_\_\_  
TONY WICKER  
DAR CNAREA

Lender Reference No.

<b>RESTRICTED USE APPRAISAL REPORT</b>		
LENDER/CLIENT: SYNERGY CREDIT UNION	ADDRESS OF PROPERTY #303 - 4811 - 47TH AVENUE	APPRAISER: TONY WICKER
ADDRESS:	City: LLOYDMINSTER	ADDRESS: 5021 - 49TH STREET
TEL: ( )	Province: SK Postal Code:	LLOYDMINSTER, AB T9V 0K1
	APPLICANT:	TEL: ( ) 780-875-1917

LEGAL DESCRIPTION: LOT: UNIT 19 BLOCK: CONDO PL PLAN: 101880783  
 MUNICIPALITY or DISTRICT: CITY OF LLOYDMINSTER  
 ASSESSMENT: LAND: N/A IMP: N/A TOTAL: 232,800.00 YEAR: N/A TAXES: \$1,780.97 YEAR: 2016  
 PURPOSE OF APPRAISAL: To estimate the market value  or INTENDED USE OF APPRAISAL: MITIGATION  
 PROPERTY RIGHTS APPRAISED: FEE SIMPLE LEASEHOLD CONDOMINIUM  COOPERATIVE OTHER (Specify)  
 OCCUPIED BY: OWNER  TENANT VACANT  
 HIGHEST AND BEST USE:  As Is NOTE: IF HIGHEST & BEST USE IS NOT THE CURRENT USE - SEE COMMENTS UNDER SUBJECT PROPERTY DESCRIPTION

**NEIGHBOURHOOD DESCRIPTION**

NATURE OF DISTRICT <input checked="" type="checkbox"/> RESIDENTIAL	TREND OF DISTRICT <input type="checkbox"/> IMPROVING	CONFORMITY OF SUBJECT AGE SIZE	SUPPLY <input type="checkbox"/> GOOD	DEMAND <input checked="" type="checkbox"/> GOOD	AVERAGE PROPERTY AGE DISTRICT:
<input type="checkbox"/> RURAL	<input type="checkbox"/> DEVELOPING	<input type="checkbox"/> NEWER LARGER	<input type="checkbox"/> AVERAGE	<input type="checkbox"/> FAIR	AVERAGE 7 TO 60 YEARS
<input type="checkbox"/> COMMERCIAL/INDUSTRIAL	<input checked="" type="checkbox"/> STABLE	<input type="checkbox"/> OLDER SMALLER	<input type="checkbox"/> FAIR	<input type="checkbox"/> POOR	IMMEDIATE AREA:
<input type="checkbox"/> MIXED	<input type="checkbox"/> DETERIORATING	<input checked="" type="checkbox"/> SIMILAR <input checked="" type="checkbox"/> SIMILAR	<input checked="" type="checkbox"/> POOR	<input type="checkbox"/> POOR	7 TO 60 YEARS

DISTANCE TO: JUNIOR SECONDARY  GOOD PUBLIC TRANSPORTATION  NONE PRICE RANGE OF PROPERTIES IN DISTRICT  
 HIGH SCHOOL  AVERAGE DOWNTOWN  GOOD GENERAL: \$ 150,000 - \$350,000  
 IMMEDIATE AREA: \$ 150,000 - \$275,000

SUMMARY: Including apparent adverse influences in area, if any (e.g. railroad tracks, commercial/industrial properties, major traffic arteries, hydro facilities, landfill sites, etc.)  
 THE NEIGHBORHOOD IS COMPRISED OF SIMILAR STYLE, AGE, AND QUALITY OF HOMES. THERE IS GOOD ACCESS TO ALL AMENITIES  
 IS NEIGHBOURHOOD CONSIDERED TO HAVE AVERAGE MARKET APPEAL?  YES  NO  
 COMMENTS: PROPERTY IS LOCATED IN TOWN HOUSE CONDOS AND IS IN ABOVE AVERAGE NEIGHBORHOOD.

**SUBJECT PROPERTY DESCRIPTION**

ZONING DESIGNATION: R3	SITE DIMENSIONS: N/A	SITE AREA: COMMON	TOPOGRAPHY: LEVEL
ESTIMATED AGE: 11 YEARS	CURB APPEAL: <input checked="" type="checkbox"/> GOOD	EXTERIOR CONDITION: <input checked="" type="checkbox"/> GOOD	EXTERIOR FINISH: <input checked="" type="checkbox"/> CONCRETE <input type="checkbox"/> VINYL
PARKING: <input type="checkbox"/> GARAGE <input type="checkbox"/> CARPORT <input checked="" type="checkbox"/> DRIVEWAY	<input type="checkbox"/> AVERAGE <input type="checkbox"/> FAIR <input type="checkbox"/> POOR	<input type="checkbox"/> AVERAGE <input type="checkbox"/> FAIR <input type="checkbox"/> POOR	<input checked="" type="checkbox"/> ASPHALT SHINGLE <input type="checkbox"/> WOOD SHINGLE <input type="checkbox"/> FIBERGLASS SHINGLE

COMMENTS: THIS IS A DRIVE-BY APPRAISAL THERE FORE ONLY A EXTERIOR INSPECTION WAS COMMENCED. THE FINISH AND CONDITION OF THE EXTERIOR IS APPEARS TO BE GOOD WITH VINYL SIDING AND PVC WINDOWS AND IS WELL MAINTAINED. THE INTERIOR FROM THE PICTURES ON THE HISTORIC MLS LISTING SHEET APPEARS ABOVE AVERAGE. THIS CONDO WAS BUILT IN 2005 AND THERE IS ASSUMED TO BE MINIMAL DEFICIENCY IN THE CONDITION OF THE INTERIOR AND THERE APPEARS TO BE NO SIGNS OF DEFERRED MAINTENANCE OR WEATHERING. ACCORDING TO THE MLS SYSTEM THE SUBJECT PROPERTY IS IN GOOD CONDITION.

**SALES COMPARABLE DATA**

ITEM	SUBJECT PROPERTY	NO.1	NO.2	NO.3
ADDRESS	#303 - 4811 - 47TH AVENUE LLOYDMINSTER	#4 4728-18TH STREET LLOYDMINSTER	#109 -4727-20TH ST. LLOYDMINSTER	#605-4321-32ND ST. LLOYDMINSTER
DATE OF SALE	N/A	04/27/2016 DOM 23	09/17/2016 DOM 369	07/01/2016 DOM 66
SALES PRICE	N/A	215,000	239,900	242,500
SITE/VIEW	COMMON	COMMON	COMMON	COMMON
GLA	1116 SQ.FT.	1116 SQ.FT.	1240 SQ.FT.	12706 SQ.FT.
AGE/CONDITION	11 YRS./GOOD	10 YRS./GOOD	9 YRS./GOOD	4 YRS./GOOD
STYLE	CONDO/2 STOREY	CONDO/2 STOREY	CONDO/2 STOREY	CONDO/2 STOREY
ROOMS/BEDROOMS/BATHS	6 3 1F1P	6 3 1F1P	6 3 1F1P	6 3 1F1P
BASEMENT	FULL UNFIN	FULL 3/4 FIN	FULL FULL FIN	FULL UNFIN
GARAGE/PARKING	OPEN	OPEN	OPEN	OPEN

COMMENTS: ALL SALES SHOW AS GOOD COMPARABLES AND SUPPORT THE VALUE RANGE OF \$205,000 TO \$215,000.

SUBJECT HISTORY OF SALES/TRANSFERS/LISTINGS: THERE HAS BEEN NO SALES, LISTINGS, OR OFFERS ON THE SUBJECT PROPERTY OVER THE PAST THREE YEARS AS STATED BY THE OWNER AND SASK. LAND TITLES.

**OPINION OF VALUE**

I HAVE CARRIED OUT A VIEWING OF THE SUBJECT PROPERTY FROM THE STREET, ANALYZED THE APPLICABLE DATA, AND CONSIDERED ALL RELEVANT FACTORS. IN MY OPINION, THE MARKET VALUE RANGE OF THE SUBJECT PROPERTY IS: \$ 205000 TO \$ 215000 AS OF 01/02/2014

APPRAISER SIGNATURE: *Tony Wicker* DATE SIGNED: 10/17/2016  
 TONY WICKER

THIS DOCUMENT IS A RESTRICTED USE APPRAISAL REPORT AND IT MAY NOT BE UNDERSTOOD PROPERLY WITHOUT ADDITIONAL INFORMATION CONTAINED IN THE WORKFILE OF THE APPRAISER. THE CLIENT HAS BEEN ADVISED REGARDING THE LIMITATIONS OF THIS TYPE OF REPORT AND HAS AGREED TO, AND IS AWARE OF, THESE RESTRICTIONS.

**RESTRICTED USE APPRAISAL REPORT**

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuring the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in the currency of use in the country where the property is located or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\* Adjustments to the comparables can be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Adjustments can be calculated on a mechanical dollar for dollar cost of the financing or concession or based on the market's reaction to the financing or concessions, based on the appraiser's judgement.

**STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION****CONTINGENT AND LIMITING CONDITIONS:**

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser may provide a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. All improvements were measured in compliance with the current guidelines of the American National Standards Institute (ANSI).
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
4. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has noted in the appraisal report any adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the viewing of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not qualified in any way through experience or education in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workpersonlike manner.
9. The appraiser must provide his or her prior expressed written consent before the lender and or client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns, and the mortgage insurer. The appraiser's expressed written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISER'S CERTIFICATION:** The appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties that I consider most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that in my opinion have an impact on value in my development of my opinion of market value in this appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form or as stated in the appraisal report.

**RESTRICTED USE APPRAISAL REPORT**

4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in any transaction that may involve the property being appraised. I did not base, either partially or completely, my analysis and/or my opinion of market value in the appraisal report on the race, color, religion, sex, disability, familial status, or national origin of either the present owners, prospective owners, or present occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment, nor my compensation for performing, this appraisal is contingent upon the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value opinion, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I have diligently attempted to perform this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply unless otherwise stated in the appraisal report. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in this report, unless otherwise stated in the appraisal report.

8. I have personally viewed at least the exterior areas of the subject property and exterior of all properties listed as comparables, where applicable, in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements or on the subject site of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions, if any on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that are set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the appraisal report. I certify that any individual so named is qualified to perform the tasks. Unless otherwise noted in the report, I have not authorized anyone to make a change to any item in the report. I am therefore not responsible for any unauthorized change made to the appraisal report.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervised the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications number 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

THIS IS A DRIVE BY APPRAISAL THEREFORE ONLY A EXTERIOR INSPECTION COMMENCED.

ADDRESS OF PROPERTY APPRAISED: #303 - 4811 - 47TH AVENUE, LLOYDMINSTER, SK

APPRAISER:

Signature: Tony Wicker  
 Name: TONY WICKER  
 Designation: DAR CNAREA  
 Date signed: 10/17/2016

SUPERVISORY APPRAISER: (only if required)

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date signed: \_\_\_\_\_

Did  Did Not View Property

### GENERAL COMMENTS

For the purpose of this appraisal report, the highest and best use is defined as that legally permitted use for which there is a demand, and is most likely to produce the greatest net return, tangible or intangible, to the subject property, while utilizing the property as a whole. The subject property is intended for single family residential use and it is the opinion of the appraiser that this activity constitutes the highest and best use.

The income approach to value was not considered as no properties similar to the subject, in the subject market area, were predominately leased at the time of sale. It is therefore, impossible to determine a legitimate rent multiplier figure necessary in calculating a valid income approach value.

The appraiser assumes that all information describing the insulation, and the water and sewer systems supplied by the owner of other sources, is correct. This information was not verified by the appraiser.

#### Cost Data

The cost approach calculations were based on current information published by the Marshall & Swift Company and were adjusted for geographical location, climatic conditions, seismic zones, and wind factors. Physical depreciation was calculated using the modified effective age/life method, utilizing the Marshall and Swift Cost Guide as a base. The accrued depreciation includes any applicable functional and external obsolescence. The land value was determined from an analysis of the most recent sales of similar but undeveloped land in the subject market area, and by the abstraction method utilizing the comparables incorporated in the sales comparison analysis.

#### Sales Comparison Data

The date of sale figures reflect the actual closing date of each comparable. The age figures reflect the effective age of each comparable. The age/condition adjustment has been combined and indicated as the condition adjustment. This adjustment reflects both the incurable and the curable physical depreciation and was calculated by a comparison of the effective age of the subject improvements to that of the respective comparable. The difference of the respective depreciation rates was then applied to the abstracted value of the improvements only. The gross living area adjustments reflect both size and room differences. These adjustments have been calculated by abstracting from the sales price of each comparable, the market value of all items which do not contribute to the actual Gross Living Area of the house itself. The residual was then divided by the size of the respective house to arrive at an average market value per square foot or meter. The values thus derived from each of the three comparables were correlated with the depreciated cost of the subject to arrive at the actual adjustment rate utilized.

### SPECIAL LIMITATIONS

This APPRAISAL REPORT has been prepared for the sole and exclusive use and benefit of SYNERGY CREDIT UNION (hereinafter referred to as the client). Any use of this report by anyone other than the client or for any purpose or function other than the original intent, invalidates the findings and voids all results and or conclusions.

All analysis, opinions, and conclusions were developed, and this appraisal report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the code of ethics of the Canadian National Association of Real Estate Appraisers.

It is assumed that the utilization of land and any improvements thereon, are within the boundaries of the property lines of the described property and that there is no encroachment or trespass, unless otherwise stated in the appraisal report.

It is assumed that the subject property is in full compliance with all applicable Federal, State/Provincial, and local environmental regulations and laws unless otherwise stated in the appraisal report.

It is assumed that all required licenses, consents, or any required legislative or administrative authority from any local, State/Provincial, Federal, or private entity or organization, have been acquired and or renewed for any use which the value opinion in the appraisal report is based.

It is assumed that any lease encumbrances pertaining to the subject property are legally binding contracts between the lessee and the lessor and that all information transmitted to the appraiser concerning these lease contracts is accurate and correct. Although this appraisal report may include information concerning the physical improvements being appraised, including their adequacy and or condition, it should be understood that this information is provided only for use as a general guide in the valuation of the subject property and is not to be construed as a complete or detailed physical report. The observed condition of the roof, exterior walls, foundation, interior walls, floors, heating system, plumbing, insulation, electrical system, and any other of the mechanical system or physical components of the improvements is based on a casual viewing only. No detailed inspection was made. The improvements were not checked for current building code violations unless otherwise noted in the appraisal report. If such an inspection is required, the client is advised to retain the services of an expert in this field.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPRAISER:

Signature: Tony Wicker  
Name: TONY WICKER  
Designation: DAR CNAREA  
Date Signed: 10/17/2016

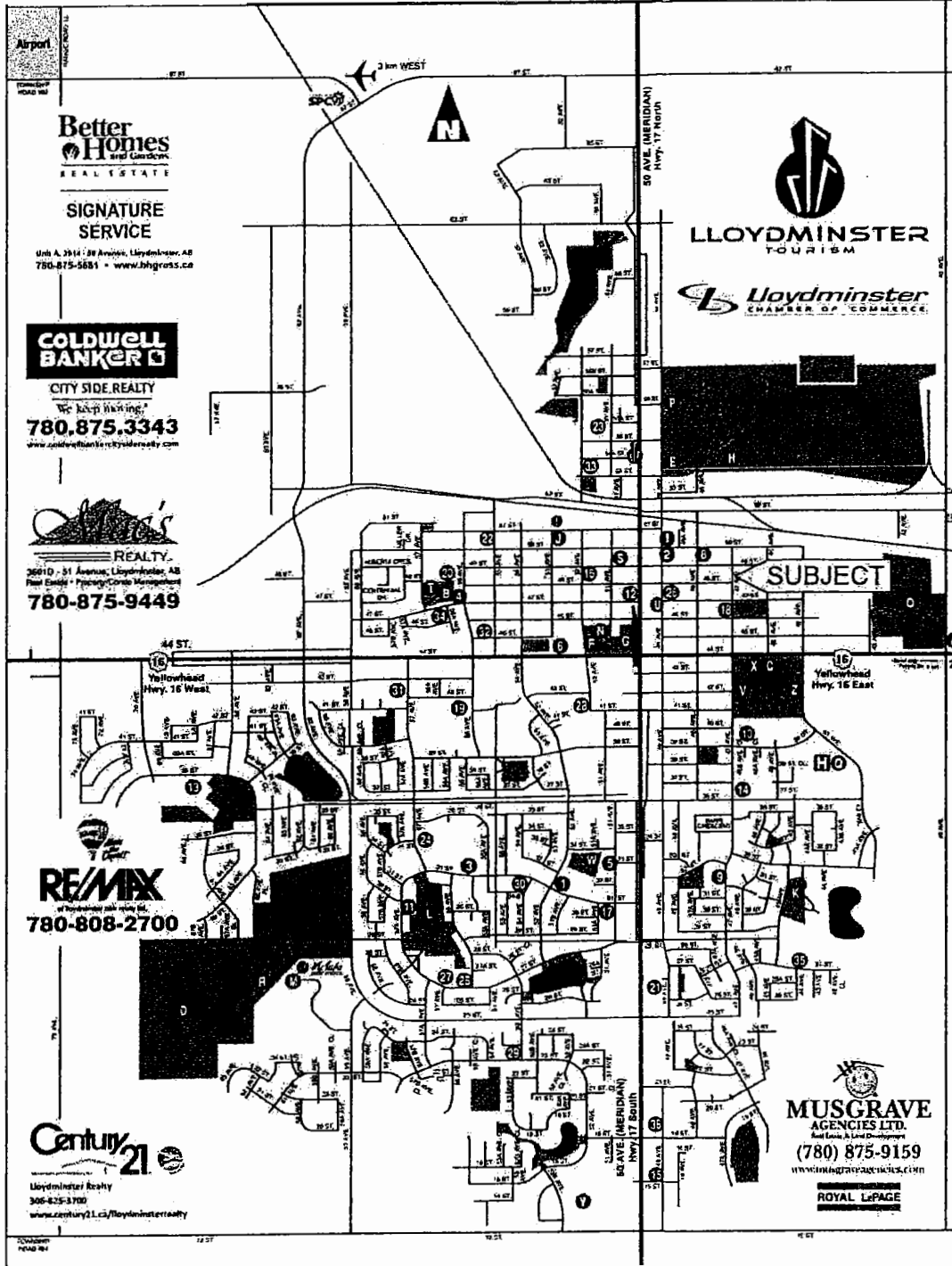
SUPERVISORY APPRAISER (only if required):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

DID  DID NOT VIEW PROPERTY

LOCATION MAP

Borrower:		File No.:	16-10-73
Property Address:	#303 - 4811 - 47TH AVENUE	Case No.:	
City:	LLOYDMINSTER	Prov.:	SK P.C.:
Lender:	SYNERGY CREDIT UNION		



## TITLE

Borrower:		File No.:	16-10-73
Property Address:	#303 - 4811 - 47TH AVENUE	Case No.:	
City:	LLOYDMINSTER	Prov.:	SK P.C.:
Lender:	SYNERGY CREDIT UNION		

## Province of Saskatchewan Land Titles Registry Title

**Title #:** 134626204  
**Title Status:** Active - Locked  
**Parcel Type:** Surface - Condo  
**Unit Value:** \$198,000.00 CAD  
**Title Value:** \$198,000.00 CAD

**As of:** 17 Oct 2016 15:21:12  
**Last Amendment Date:** 08 Nov 2007 09:21:41.467  
**Issued:** 31 Oct 2007 11:08:57.190

**Municipality:** CITY OF LLOYDMINSTER

**Tricia Dardens McDonald is the registered owner of Unit #19 in Condo Plan #101880783 with 156 / 10000 shares of common property in Condominium Parcel #161559197.**

**Reference Land Description: Condo Plan No 101880783 Extension 0**

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

### Registered Interests:

**Interest #:**  
139753682

Public Utility Easement

**Value:** N/A  
**Reg'd:** 12 Jan 2006 12:31:55  
**Interest Registered Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
CITY OF LLOYDMINSTER  
4420 50TH AVE  
LLOYDMINSTER, ALBERTA, Canada T9V 0W2  
**Client #:** 100418419  
**Int. Register #:** 110326744  
**Feature #:** 100157251

**Interest #:**  
139753693

Public Utility Easement

**Value:** N/A  
**Reg'd:** 12 Jan 2006 12:31:55  
**Interest Registered Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
CITY OF LLOYDMINSTER  
4420 50TH AVE



## TITLE

Borrower:		File No.:	16-10-73
Property Address:	#303 - 4811 - 47TH AVENUE	Case No.:	
City:	LLOYDMINSTER	Prov.:	SK P.C.:
Lender:	SYNERGY CREDIT UNION		

Interest Assignment Date: N/A  
Interest Scheduled Expiry Date: N/A  
Expiry Date: N/A

**Holder:**  
CITY OF LLOYDMINSTER  
4420 50TH AVE  
LLOYDMINSTER, ALBERTA, Canada T9V 0W2  
Client #: 100418419  
Int. Register #: 110926755  
Feature #: 100157251

Interest #:  
139753738

Mortgage

Value: \$194,401.35 CA  
Reg'd: 31 Oct 2007 11:08:58  
Interest Registered Amendment Date: N/A  
Interest Assignment Date: N/A  
Interest Scheduled Expiry Date: N/A  
Expiry Date: N/A

**Holder:**  
SYNERGY CREDIT UNION LTD.  
PO Box 798  
Lloydminster, SK, Canada S9V 1C1  
Client #: 102109777  
Int. Register #: 113376304

**Addresses for Service:**

Name	Address
<b>Owner:</b> Tricia Darlene McDonald Client #: 121831837	#303, 4811 - 47 Avenue Lloydminster, SK, Canada S9V 0T9

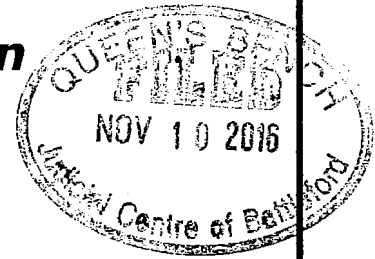
**Title Locks:**

Date	Type	Description
07 Mar 2003 05:34:59	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	converted title silent as to minerals
07 Mar 2003 05:34:59	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	converted title silent as to minerals
07 Mar 2003 05:34:59	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	converted title silent as to minerals

**Notes:**

Parcel Class Code: Parcel (Generic)

# Province of Saskatchewan Land Titles Registry Title



**Title #:** 134626204  
**Title Status:** Active - Locked  
**Parcel Type:** Surface - Condo  
**Unit Value:** \$198,000.00 CAD  
**Title Value:** \$198,000.00 CAD

**As of:** 01 Nov 2016 11:25:32  
**Last Amendment Date:** 08 Nov 2007 09:21:41.467  
**Issued:** 31 Oct 2007 11:08:57.190

**Municipality:** CITY OF LLOYDMINSTER

Tricia Darlene McDonald is the registered owner of Unit #19 in Condo Plan #101880783 with 156 / 10000 shares of common property in Condominium Parcel #161559197

Reference Land Description: Condo Plan No 101880783 Extension 0

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

### Registered Interests:

**Interest #:**  
139753682

Public Utility Easement

**Value:** N/A  
**Reg'd:** 12 Jan 2006 12:31:55  
**Interest Registered Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**

CITY OF LLOYDMINSTER  
 4420 50TH AVE  
 LLOYDMINSTER, ALBERTA, Canada T9V 0W2  
**Client #:** 100418419  
**Int. Register #:** 110326744  
**Feature #:** 100157251

**Interest #:**  
139753693

Public Utility Easement

**Value:** N/A  
**Reg'd:** 12 Jan 2006 12:31:55  
**Interest Registered Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**

CITY OF LLOYDMINSTER  
 4420 50TH AVE  
 LLOYDMINSTER, ALBERTA, Canada T9V 0W2  
**Client #:** 100418419  
**Int. Register #:** 110326755  
**Feature #:** 100157251

**Interest #:**  
139753738

Mortgage

**Value:** \$194,401.35 CAD  
**Reg'd:** 31 Oct 2007 11:08:58  
**Interest Registered Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 SYNERGY CREDIT UNION LTD.  
 PO Box 798  
 Lloydminster, SK, Canada S9V 1C1  
**Client #:** 102109777  
**Int. Register #:** 113376304

**Addresses for Service:**

<b>Name</b>	<b>Address</b>
<b>Owner:</b> Tricia Darlene McDonald Client #: 121831837	#303, 4811 - 47 Avenue Lloydminster, SK, Canada S9V 0T9

**Title Locks:**

<b>Date</b>	<b>Type</b>	<b>Description</b>
07 Mar 2003 05:34:59	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	converted title silent as to minerals
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07 Mar 2003 05:34:59	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	converted title silent as to minerals

**Notes:**

Parcel Class Code: Parcel (Generic)

**Back**

**Back to top**



**Judgment Search Results**

**Search By:** Judgment  
**With Criteria:** As Of Date = 01-Nov-2016 11:22:10  
Family Name = McDonald  
Given Name = Tricia  
Second Name = Darlene

**Debtor Name List**

**0 Record(s) Found**

**[Back to Search](#)**

COURT FILE NUMBER QB6 2910/16

IN THE MATTER OF THE LAND CONTRACTS (ACTIONS) ACT  
AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE BATTLEFORD

PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.

PROPOSED DEFENDANT TRICIA DARLENE MCDONALD



**APPOINTMENT**

BEFORE THE HONOURABLE ~~MR~~ MADAM  
**MADAM JUSTICE M.L. DOVELL**  
JUSTICE \_\_\_\_\_

Thursday, THE 10 DAY  
OF NOVEMBER, 2016

Upon application of Counsel for the Proposed Plaintiff and upon reading the Affidavit of Patty Wang, a copy of which is to be served herewith;

I HEREBY APPOINT Thursday, the 8<sup>th</sup> day of December, 2016, at the hour of 10:00 o'clock in the forenoon at the Court House, in the Town of Battleford, in the Province of Saskatchewan, as the date, time and place for the hearing of an application by the Proposed Plaintiff, SYNERGY CREDIT UNION LTD., for leave to commence an action against the Proposed Defendant, TRICIA DARLENE MCDONALD, for foreclosure and related relief respecting the mortgage dated October, 2007, and registered in the Land Titles Office on October 31, 2007, as Interest Register Number 113376304 upon the premises legally described as:

Unit #19 in Condo Plan #101880783 with 156/10000 shares of common property in Condominium Parcel #161559197

for the following relief:

- (a) foreclosure of the said mortgage;
- (b) judicial sale of or acquisition of title to the mortgaged premises;
- (c) possession (or immediate possession) of the mortgaged premises;
- (d) appointment of a Receiver of the rents, issues, and profits of the mortgaged premises;
- (e) costs; and
- (f) related relief

DATED at Battleford, Saskatchewan this 10 day of November, 2016.

Local Registrar

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

**If prepared by a lawyer for the party:**

Name of firm: Politeski Strilchuk Milen

Name of lawyer in charge of file: Jeffrey D. Kerr

Address of legal firm: PO Box 20; 5009 – 47 Street, Lloydminster, SK/AB S9V 0X9

Telephone number: (780) 875-2288

Fax number (if any): (780) 875-3479

Email: jeff@psmlaw.ca

Form 12-3  
(Subrule 12-3(1))

ACKNOWLEDGEMENT OF SERVICE

COURT FILE NUMBER QBG 280/16

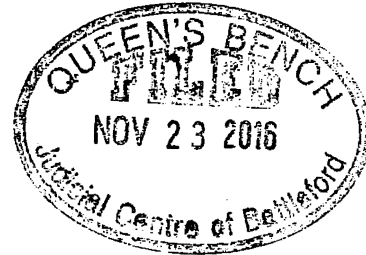
IN THE MATTER OF THE LAND CONTRACTS (ACTIONS) ACT  
AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE BATTLEBORD

PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.

PROPOSED DEFENDANT TRICIA DARLENE McDONALD



You are asked to fill out and sign this form without delay and to fax it to (780) 876-3479. If you do not return this signed and completed Acknowledgement of Service without delay, you may not receive notice of any further proceedings or any documents may be personally served on you and you will be required to pay the costs of service.

I acknowledge service on me of a copy of the following documents:

- (a) Appointment issued by the Court on the 10th day of November, 2016;
- (b) Affidavit of Service in Actions Under Mortgages or Agreements for Sale of Land;
- (c) Application without Notice;
- (d) Affidavit of Default of Pety Wang;
- (e) Affidavit of Value;
- (f) Certificate of Solicitor;
- (g) Copy of Title to Unit #19 in Condo Plan #101880783 with 158/10000 shares of common property in Condominium Parcel #181658187;
- (h) Judgment Registry search against Tricia Darlene McDonald.

[Signature]  
(signature)

Nov 22 16  
(date of service)

My name is: Dustin Gillanders  
(full legal name)

My address for service is (address in Saskatchewan where Court documents may be mailed to or left for you):

Suite 600 105-21<sup>st</sup> Street East  
Saskatoon SK S7K 0B3

My telephone number is: (306) 933-1347

My fax number is (optional): (306) 652-2445

My e-mail address is (optional): d.gillanders@rsbu.com

From: Dustin L. Gillanders  
Direct: (306) 933-1347  
Email: d.gillanders@rslaw.com  
File #: 59036.1

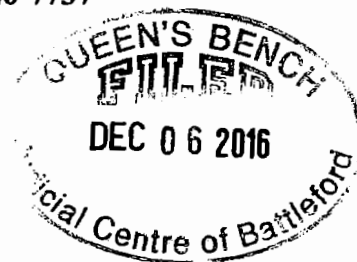
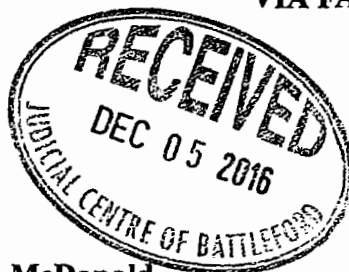


December 5, 2016

Court of Queen's Bench  
291-23rd Street West  
Battleford SK S0M 0E0

VIA FAX: (306) 446-7737

Attention: Local Registrar



Dear Sir/Madam:

RE: Synergy Credit Union v. Tricia McDonald  
Q.B. 290 of 2016

Please note that Chambers for this matter has been set for December 15, 2016. **We would respectfully request that this matter be heard by telephone by Dustin Gillanders.** In the event you have any questions or comments, please do not hesitate to contact me at (306) 933-1347.

Sincerely,

Robertson Stromberg LLP  
Barristers and Solicitors

Per:

Dustin L. Gillanders

DLG:dms



From: Dustin L. Gillanders  
Direct: (306) 933-1347  
Email: d.gillanders@rslaw.com



In association with Robertson Stromberg Legal Prof. Corp.

www.rslaw.com

Main: (306) 652-7575 Fax: (306) 652-2445 Suite 600, 105 21st Street East, Saskatoon, Saskatchewan S7K 0B3

Date: December 6, 2016  
Attention: Local Registrar  
Firm: Court of Queen's Bench  
City: Battleford  
Fax No: (306) 446-7737  
File No: 59036.1



**Message:**

**Q.B. No. 290 of 2016  
Synergy Credit Union Ltd. v. Tricia McDonald**

Please file the following with the Court:

12/06/2016 2:28PM 000000#0018 0001  
FAX \$14.00

1. Affidavit of Tricia McDonald; and
2. Affidavit of Service.

Please stamp this page and fax back for proof of filing as well as costs related to the fax fees.

Thank you.

*Fax Fees:*  
*14 pg @ 1.00 = 14.00*

No. of pages (including cover page): 15

The original of this facsimile will be:  Placed in our File  Mailed to you  
 Hand Delivered  Couriered

If you experience problems in receiving please call Dayna Schwark at (306) 933-1319 or Dustin L. Gillanders at (306) 933-1347.

**This facsimile may be confidential and privileged. Confidentiality and privilege are not lost by this facsimile having been sent to the wrong person. If you are not the intended recipient, please notify us by telephone and return this facsimile to us by mail. Any use of the facsimile by an unintended recipient is prohibited.**



COURT FILE NUMBER                    Q.B. No. 290 of 2016  
 COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
 JUDICIAL CENTRE OF                    BATTLEFORD  
 PROPOSED PLAINTIFF                    SYNERGY CREDIT UNION LTD.  
 PROPOSED DEFENDANT                    TRICIA MCDONALD

**AFFIDAVIT OF SERVICE**

I, DAYNA SCHWARK, of the City of Saskatoon, Saskatchewan, Legal Assistant,  
MAKE OATH AND SAY:

1. On December 6, 2016, I served Synergy Credit Union Ltd., with a true copy of the Affidavit of Tricia McDonald, a true copy of which is being concurrently filed with the Court, by sending a copy by email to Jeffery Kerr of Politeski Strilchuk Milen at jeff@psmlaw.ca.
  - (a) Attached as **Exhibit "A"** is a copy of the email sent by me on December 6, 2016, at 12:02 p.m.
  - (b) Attached as **Exhibit "B"** is a copy of the read receipt received by me on December 6, 2016, at 12:24 p.m.

SWORN BEFORE ME at                    )  
 Saskatoon, Saskatchewan,            )  
 this 6<sup>th</sup> day of December, 2016.     )  
     )

\_\_\_\_\_  
 A COMMISSIONER FOR OATHS  
 for Saskatchewan.  
 My Commission expires: April 30, 2018

  
 \_\_\_\_\_  
 DAYNA SCHWARK

This *Affidavit of Service* delivered by: **ROBERTSON STROMBERG LLP**

**Dayna M. Schwark**

**From:** Dayna M. Schwark  
**Sent:** December-06-16 12:02 PM  
**To:** 'jeff@psmlaw.ca'  
**Cc:** Dustin L. Gillanders  
**Subject:** Synergy Credit Union v. McDonald  
**Attachments:** Affidavit of Tricia McDonald (S0637141xA0A6C).pdf

**Importance:** High

Tracking:	Recipient	Delivery	Read
	'jeff@psmlaw.ca'		
	Dustin L. Gillanders	Delivered: 06/12/2016 12:02 PM	Read: 06/12/2016 12:17 PM

Queen's Bench Action No. Q.B. No. 290 of 2016  
Judicial Centre of Battleford  
Proposed Plaintiff: Synergy Credit Union  
Proposed Defendant: Tricia McDonald  
Date forwarded for Service: December 6, 2016  
Documents served: Affidavit of Tricia McDonald  
Total number of hard copy pages in attached documents:

We confirm the original document has been signed, that the original or true signed document has been or will be filed with the court, and that the original or true signed document is available for inspection at the Court House.

Sender: Dustin Gillanders  
Sender's address: Robertson Stromberg LLP  
Barristers & Solicitors  
600-105 21st Street East  
SASKATOON SK S7K 0B3  
Phone: (306) 933-1347  
Fax: (306) 652-2445  
Email: [d.gillanders@rslaw.com](mailto:d.gillanders@rslaw.com)

Person to contact if not clearly received: Dayna Schwark  
Telephone: (306) 933-1319  
Email: [d.schwark@rslaw.com](mailto:d.schwark@rslaw.com)

**Dayna Schwark**  
Legal Assistant to Scott Spencer and Dustin Gillanders



**Robertson Stromberg LLP**  
Barristers and Solicitors  
Suite 600, 105 21st Street East  
Saskatoon, SK S7K 0B3

Phone: (306) 933-1319  
Email: [d.schwark@rslaw.com](mailto:d.schwark@rslaw.com)  
Fax: (306) 652-2445

This is Exhibit A referred to in the Affidavit of  
Dayna Schwark  
Sworn before me this 6<sup>th</sup> day of  
December, 2016.  
[Signature]  
A Commissioner for Oaths for Saskatchewan  
My Commission expires: April 30, 2018  
~~OR Being a Solicitor~~

**Dayna M. Schwark**

---

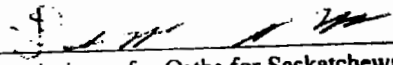
**From:** Jeff Kerr <jeff@psmlaw.ca>  
**To:** Dayna M. Schwark  
**Sent:** December-06-16 12:24 PM  
**Subject:** Read: Synergy Credit Union v. McDonald

Your message

To:  
Subject: Read: Synergy Credit Union v. McDonald  
Sent: December 6, 2016 12:24:19 PM (UTC-06:00) Saskatchewan

was read on December 6, 2016 12:24:14 PM (UTC-06:00) Saskatchewan.

This is Exhibit B referred to in the Affidavit of  
Dayna Schwark  
Sworn before me this 6<sup>th</sup> day of  
December, 2016.

  
A Commissioner for Oaths for Saskatchewan  
My Commission expires: April 30, 2018  
~~OR Being a Solicitor~~

Dec. 5. 2016 2:21PM RM Britannia

No. 4930 P. 1

COURT FILE NUMBER Q.B. No. 290 of 2016  
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
JUDICIAL CENTRE OF BATTLEFORD  
PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.  
PROPOSED DEFENDANT TRICIA MCDONALD



### AFFIDAVIT OF TRICIA MCDONALD

I, TRICIA MCDONALD, of the City of Lloydminster, Saskatchewan, MAKE OATH AND SAY:

1. I am the named Proposed Defendant, and as such have personal knowledge of the matters and facts herein deposed to except where stated to be based upon information and belief and in which case I do verily believe the same to be true.
2. I am asking the court to adjourn the Proposed Plaintiff's leave application for the following reasons, which I will clarify in this Affidavit:
  - (a) There are no arrears and the Proposed Plaintiff continues to directly withdraw mortgage payments from my account on a bi-weekly basis;
  - (b) The Proposed Plaintiff has refused to renew my mortgage on reasonable terms, or at all, based on a personal dispute which is the subject of a formal complaint to the Saskatchewan Human Rights Commission which is currently scheduled for investigation;
  - (c) There is equity in the subject property; and
  - (d) I have been, and still am, making substantial efforts to find alternative financing.
3. I have reviewed the Affidavit of Patty Wang, dated October 26, 2016 (the "Affidavit") and in response to paragraph 6, I would point out that the last payment

Dec. 5. 2016 2:21PM RM Britannia

No. 4930 P. 2

Page 2

was made on the last date of automatic withdrawal before the Affidavit was sworn and as such paragraph 8 is incorrect. The Credit Union has continued to take payments toward the mortgage up to and including the date of this application. I attach hereto this my affidavit as Exhibit "A" a copy of my account statement dated November 23, 2016 showing that the Credit Union continues to automatically debit my account for mortgage payments.

4. Prior to October of 2011, I was an employee of Synergy Credit Union Ltd. in Lloydminster (the "Credit Union"). I had been an employee with the Credit Union for 4 years and I can say that until the end of my employment I found my time there to be very rewarding.
5. My departure from the Credit Union in October of 2011 was not amicable and it is my belief that the Credit Union is refusing to renew my mortgage and cancelling my Credit Union membership due to the personal conflicts that developed at that time.
6. As a result of the actions taken by the Credit Union I had no other choice but to submit a formal Human Rights Complaint with the Saskatchewan Human Rights Commission which is referenced as file 16-17-122 (the "Complaint"). I feel I have been targeted and treated unfairly which has caused a great deal of stress and anxiety in my life. I attached hereto as Exhibit "B" to this my affidavit, confirmation that the matter has been moved to the investigation stage as mediation was unsuccessful.
7. Since June of 2016, the Credit Union has stated they are not prepared to offer a mortgage renewal. I attach hereto as Exhibit "C" a copy of correspondence between my solicitor and the solicitor for the Credit Union confirming that the Credit Union was not interested in renewing my mortgage which matured on July 23, 2016. Although there has been discussions since the date of the letter referenced above, the Credit Union has refused to renew my mortgage on reasonable terms and as such I have been attempting to find alternative financing.

Dec. 5. 2016 2:22PM RM Britannia

No. 4930 P. 3

Page 3

- 8. I have been advised by my lawyer that it would be best to obtain alternative financing and to part ways with the Credit Union; however, at the time my mortgage expired, I had just recently started my own business which has inhibited my ability to secure alternate financing.
- 9. I attach hereto this my affidavit as Exhibit "D", copies of correspondence with alternate lenders showing that I am taking active steps to secure financing to pay out the Credit Union. My biggest problem is that all financial institutions require two years of income verification and although my business is doing remarkably well, I have not been in business long enough to satisfy those requirements. Despite these setbacks I am fortunate to have lenders who are working hard to assist me.
- 10. Based on the Affidavit, I would also like to point out that the subject property appears to have roughly \$40,000.00 in equity despite the fact that the appraisal attached to the Affidavit does not take into account the \$25,000 renovation which has recently been completed in the basement.
- 11. Based on the foregoing, the fact that I have never missed a payment and therefore the Credit Union is suffering no prejudice, that there is apparent equity in the mortgaged property, and the ongoing Human Rights Investigation which will likely be conducted in the new year, I am requesting this court to exercise its discretion to adjourn this matter to the fullest extent allowable which my lawyer tells me is eight months.
- 12. I make this affidavit in order to assist the Court and for no other reason.

SWORN BEFORE ME )  
 at Lloydminster, Saskatchewan, this )  
5 day of December, 2016. )

Catherine Meynberg )  
 A COMMISSIONER FOR OATHS for )  
 the Province of Saskatchewan. )

Tricia McDonald )  
 TRICIA MCDONALD )

My Commission expires: September 30, 2020  
 -OR- Being a Solicitor.

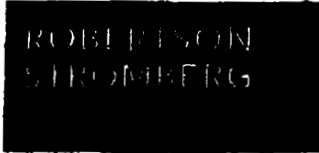
**Catherine Meynberg**  
**A Commissioner of Oaths**  
**For Saskatchewan**  
 My appointment expires September 30, 2020

Dec. 5. 2016 2:22PM RM Britannia

No. 4930 P. 4

Page 4

**This Affidavit of Tricia McDonald delivered by:**



**ROBERTSON STROMBERG LLP**  
Barristers & Solicitors  
Suite 600, 105 – 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3

Lawyer in Charge of file: Dustin L. Gillanders  
Direct Line: (306) 933-1347  
Facsimile: (306) 652-2445  
E-Mail: [d.gillanders@rslaw.com](mailto:d.gillanders@rslaw.com)



Dec. 5. 2016 2:22PM RM Britannia

No. 4930 P. 5

This is Exhibit "A" referred to in the Affidavit  
of Tricia McDonald Sworn before me this 5  
day of December, 2016

Catherine Meynberg  
A Commissioner for Oaths for Saskatchewan  
My Commission Expired: September 30, 2020  
OR Being a Solicitor

**Catherine Meynberg**  
**A Commissioner of Oaths**  
**For Saskatchewan**  
My appointment expires Sept 30, 2020  
*CME*



MEMBER STATEMENT

BYNERGY CREDIT UNION - Lloydminster Branch  
4907 50 ST - Branch 165  
LLOYDMINSTER SK S9V 101

3100856

TRICIA D. MCDONALD  
303-4811 47 AVE  
LLOYDMINSTER SK S9V 0T9

Period Beginning	Oct 24, 2016
Period Ending	Nov 23, 2016
Account Number	[REDACTED]
No. of Enclosures	2
Page	1 of 4



Date	Description	Debit/ Interest	Credit/ Principal	Balance
Oct24	Balance Forward			[REDACTED]
Oct24	Online Bill Payment Lloydminster (City): Utilities	[REDACTED]		[REDACTED]
Oct25	Online Bill Payment SaskTel	[REDACTED]		[REDACTED]
Oct28	Withdrawal Transfer to 800201447614	-324.88	} MTC	1,721.07
Oct28	Withdrawal Transfer to 800201447614	-76.42		1,645.65
Oct29	EFF. OCT 28 Cheque #92	[REDACTED]		[REDACTED]
Oct31	Monthly Account Plan	[REDACTED]		[REDACTED]
Oct31	Monthly Account Plan Rebate		[REDACTED]	[REDACTED]
Nov02	EFF. NOV 01 Cheque #88	[REDACTED]		[REDACTED]
Nov07	Deposit Transfer [REDACTED]		[REDACTED]	[REDACTED]
Nov08	Online Bill Payment Direct Energy Regulated Services	[REDACTED]		[REDACTED]
Nov08	Online Bill Payment SaskTel Mobility	[REDACTED]		[REDACTED]

**CHANGE PAPER**

**INFO CALL**  
**OR VISIT OUR**  
**WEBSITE**

For all credit union inquiries, including loans, call 1-866-825-3301 during regular business hours.

For a Lost or Stolen MasterCard or Member Card call 1-800-LOST111  
Outside of Canada (call collect) 1-306-566-1279

If this statement does not agree with your records, please contact our office within 30 days of delivery.

Account Number [REDACTED]

Page: 2 of 4



Date	Description	Debit/ Interest	Credit/ Principal	Balance
Nov08	Online Bill Payment Royal Bank VISA	[REDACTED]		[REDACTED]
Nov08	Online Bill Payment Sasktel	[REDACTED]		[REDACTED]
Nov08	Online Bill Payment Direct Energy Regulated Services	[REDACTED]		[REDACTED]
Nov11	Withdrawal Transfer to 800201447814	-324.58	} MTC	2,946.88
Nov11	Withdrawal Transfer to 800201447814	-75.42		2,871.18
Nov22	Online Bill Payment Direct Energy Regulated Services	[REDACTED]		[REDACTED]
Nov22	Online Bill Payment Scotiabank MasterCard	[REDACTED]		[REDACTED]
	Total Debits	[REDACTED]		
	Total Credits		[REDACTED]	

Authorized Overdraft Limit..... [REDACTED]  
 Beginning Balance..... \$0.00  
 Total Advances..... \$0.00  
 Total Payments..... \$0.00  
 Ending Balance..... \$0.00  
 Available Balance..... [REDACTED]  
 Authorized Overdraft Interest Paid YTD.....  
 Unauthorized Overdraft Interest Paid YTD..... \$0.00

Deposit Account Interest Rate Summary

Date	Rate	Date	Rate	Date	Rate
11-17-15	0.000				

Authorized OD Interest Rate Summary

Date	Rate	Date	Rate	Date	Rate
11-17-15	7.700				

Unauthorized OD Interest Rate Summary

Date	Rate	Date	Rate	Date	Rate
12-01-14	20,000				

[REDACTED]  
 Interest Paid YTD..... [REDACTED]  
 Interest Payments..... [REDACTED]  
 Principal Payments..... [REDACTED]  
 Payments Remaining\*:

Dec. 5. 2016 2:22PM RM Britannia

No. 4930 P. 8



**SASKATCHEWAN  
HUMAN RIGHTS  
COMMISSION**

November 1, 2016

**Robertson Stromberg LLP  
Barristers and Solicitors  
Suite 600, 105 - 21<sup>st</sup> Street East  
Saskatoon SK S7K 0B3**

**Attention: Dustin Gillanders**

Dear Mr. Gillanders:

**Re: Tricia Darlene McDonald v. Synergy Credit Union Ltd.  
Our File: 16-17-122**

It appears that in spite of best efforts the parties were unable to conclude this matter at mediation. As such, the file is being moved into investigation. Robin Mowat has been assigned to investigate this file, and will be in contact in due course. In the meantime, if you have any questions or concerns about the process, please feel free to contact him at Robin.Mowat@gov.sk.ca or 306-933-8274.

Please note that the parties are not precluded from discussing settlement of the complaint merely because the matter is being investigated. I encourage you to continue to work toward resolution of the complaint.

Sincerely,

**Jocelyn Putland Wiebe  
Director of Resolution**

JPW/dbj

This is Exhibit B referred to in the Affidavit of  
Tricia McDonald  
Sworn before me this 5 day of  
December, 2016.

Catherine Meynberg  
A Commissioner for Oaths for Saskatchewan  
My Commission expires: September 30, 2020  
OR Being a Solicitor

Suite 816, Slurry Stone Building  
121 - 3rd Avenue North  
Saskatoon, SK S7X 2H6

PHONE 306-933-5952  
FAX 306-933-7869  
TOLL FREE 1-800-667-9249  
EMAIL [shrc@gov.sk.ca](mailto:shrc@gov.sk.ca)  
TS

[www.saskatchewanhumanrights.ca](http://www.saskatchewanhumanrights.ca)

**Catherine Meynberg  
A Commissioner of Oaths  
For Saskatchewan  
My appointment expires Sept 30, 2020**

Dec. 5. 2016 2:22PM RM Britannia

No. 4930 P. 9

**Dustin L. Gillanders**

**From:** Jeff Kerr <Jeff@psmlaw.ca>  
**Sent:** June-27-16 9:07 AM  
**To:** Dustin L. Gillanders  
**Subject:** Tricia McDonald and Synergy Credit Union

Mr. Dustin Gillanders,

In follow up to our discussions concerning Ms. Tricia McDonald, I have discussed this with my client and can advise that Synergy is not prepared to offer mortgage renewal to Ms. McDonald. As such, please take this email as 30 days notice that the mortgage will not be renewed and we would ask Ms. McDonald to begin making arrangements to find alternate financing. My client will be willing to allow a reasonable period of time for her to make arrangements (subject always to its right to require payment under the terms of the mortgage and loan agreement), however, we would ask that Ms. McDonald attend to this promptly. On review of this matter and the relationship with Ms. McDonald, my client simply believes it is necessary and appropriate that Synergy and Ms. McDonald part ways and Synergy is unprepared to have Ms. McDonald continue as a member.

I trust you will find the foregoing in order and should you require anything further, please do not hesitate to contact me.

Thank you,

JEFFREY D. KERR  
File No. \*

**Pollteski Strlchuk Milen**  
Lawyers  
mail:  
PO Box 20  
Lloydminster, SK S9V 0X9  
courier:  
5009 - 47 Street  
Lloydminster, AB T9V 0E8  
Phone 1-780-875-2288  
Fax 1-780-875-3479

*This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify Pollteski Strlchuk Milen.*

This is Exhibit C referred to in the Affidavit of  
Tricia McDonald  
Sworn before me this 5 day of  
December, 2016.  
Catherine Meynberg  
A Commissioner for Oaths for Saskatchewan  
My Commission expires: September 30, 2020  
OR Being a Solicitor

**Catherine Meynberg**  
A Commissioner of Oaths  
For Saskatchewan  
My Commission expires Sept 30, 2020

Dec. 5. 2016 2:22PM RM Britannia

No. 4930 P. 10

Print

Subject: RE: Letter in Regards to mortgage application starting June 22, 2016

From: Jamie Harvey (jharvey@dominionlending.ca)

To: Irish.mcdon@yahoo.ca;

Date: Tuesday, November 29, 2016 7:06 AM

Trish McDonald was referred to me as a client looking at moving her mortgage. I started working with Tricia McDonald Wednesday, June 22nd, 2016. We worked together, communicating back and fourth gathering all the documentation required in order to be able to start an application for a transfer of a mortgage upon renewal. It was realized, and evident missing documentation was the "Notice of Mortgage Renewal and Disclosure Statement" from here financial institution, Synergy Credit Union. My understanding is her mortgage renewal was dated for July 23rd, 2016 and as of July 23rd, 2016 no documentation had been received. The mortgage application at that point came to a stall.

Dominion Lending Centre Powerhouse Mortgages

315770

Jamie Harvey

Mortgage Associate Lic#315770



306-281-1555

www.jamieharvey.ca

jharvey@dominionlending.ca

#250 - 1820 8th Street East

Saskatoon, SK S7H 0T6

1-800-878-1862

Confidentiality Warning: This e-mail contains information intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, any dissemination, publication, or copying of this e-mail is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail. This email was sent following US Canadian Anti-Spam Legislation guidelines. If you wish to no longer receive electronic correspondence, please click here to unsubscribe

Attachments

- image001.png (3.80KB)
- image002.jpg (2.57KB)
- image003.jpg (1.33KB)
- image004.jpg (1.34KB)
- image005.jpg (1.10KB)

This is Exhibit D referred to in the Affidavit of

Tricia McDonald

Sworn before me this 5 day of

December, 2016

Catherine Meynberg  
A Commissioner for Oaths for Saskatchewan

My Commission expires: September 29, 2020  
OR Being a Solicitor

Dec. 5. 2016 2:22PM RM Britannia

No. 4930 P. 11

On Monday, November 28, 2016 12:27 PM, "Hooker, Amy" <[amy.hooker@rbc.com](mailto:amy.hooker@rbc.com)>

Hello Trish,

Further to our telephone call on Saturday October 29th, thank you for meeting with me on Monday Oct 31 to discuss transferring your mortgage to RBC.

The mortgage application has been completed and reviewed.

Regarding our discussion on November 25<sup>th</sup>, the application is still ongoing. I will need to resubmit my application with further information. Once that is completed I will be able to provide you with a final discussion.

Please contact me to further discuss.

Thanks  
Amy

Amy Hooker | Mortgage Specialist | RBC Royal Bank | Royal Bank of Canada | Address: 4716 50 Ave, Lloydminster, AB, T9V0W4 | T. 306-825-7057 | C. 306-821-7057 | F. 780-871-5829

---

<https://mg.mail.yahoo.com/neo/launch?.rand=8m8dhljhoer6h>

11/30/2016

Loren P. Politeski, O.C.  
Myron I. Strilchuk  
Derek G. Milen (of the bar)  
Scott A. Politeski  
D. Wells

# Politeski Strilchuk Milen

L A W Y E R S

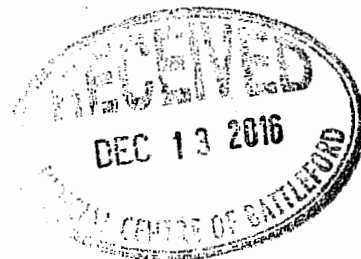
Todd R. Kirkpatrick  
Harvey J. Neufeld  
Jeffrey D. Kerr  
Maurice C. LaRose  
Rubashov Greender

Our File No.: 21756-49 JKPC

December 13, 2016

By fax to: (306) 446-7737

**Local Registrar**  
Court of Queen's Bench  
Judicial Centre of Battleford  
PO Box 340; 291 - 23 Street W.  
Battleford, SK S0M 0E0



12/13/2016 4:29PM 000000#0020 0001  
FAX \$13.00

Dear Sir/Madam:

**Re: Synergy Credit Union Ltd. v. Tricia Darlene McDonald**  
**QBG 290/16**

Our office acts on behalf of the Proposed Plaintiff, Synergy Credit Union Ltd. Dustin Gillanders acts on behalf of the Proposed Defendant. The writer requests leave to appear by phone on Thursday, December 15, 2016, and if so granted, I would ask that you contact the writer at (780) 808-9376. This is the number I may be contacted at for the purposes of this application.

We enclose an Acknowledgement of Service and Affidavit sworn by Jason Bazinet sworn December 12, 2016, for filing in this matter. Please sign the bottom portion of this letter and fax same to my office at (780) 875-3479 acknowledging that this has been filed.

Yours truly,

**Politeski Strilchuk Milen**

Per: Jeffrey D. Kerr

JDK/lnl  
Enclosures

TO: **POLITESKI STRILCHUK MILEN**  
Barristers & Solicitors  
Box 20, 5009 - 47 Street  
Lloydminster, SK/SB S9V 0X9

FILED IN THE OFFICE OF THE  
LOCAL REGISTRAR, THE 13  
DAY OF Dec 20 16  
Kathleen C  
DEPUTY LOCAL REGISTRAR

Re: **Synergy Credit Union Ltd. v. Tricia Darlene McDonald**  
**QBG 190/16**

AT YOUR REQUEST WE HAVE FILED the Acknowledgement of Service and the Affidavit of Jason Bazinet.

YOUR ACCOUNT HAS BEEN CHARGED AS FOLLOWS: \$ \_\_\_\_\_  
LOCAL REGISTRAR

PER: Kathleen C



5009 - 47 Street, Lloydminster, AB T9V 0E8  
Mailing Address: PO Box 20, Lloydminster, SK S9V 0X9

Phone: (780) 875-2288

Fax: (780) 875-3479

e-mail: [jeff@psmlaw.ca](mailto:jeff@psmlaw.ca)  
assistant: [lorcetta@psmlaw.ca](mailto:lorcetta@psmlaw.ca)

Members of the Alberta and Saskatchewan Bars



Form 12-3  
(Subrule 12-3(1))



ACKNOWLEDGEMENT OF SERVICE

COURT FILE NUMBER QBQ 20076

IN THE MATTER OF THE LAND CONTRACTS (ACTIONS) ACT  
AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE BATTLEFORD  
PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD  
PROPOSED DEFENDANT TRICIA DARLENE MCDONALD

You are asked to fill out and sign this form without delay and to fax it to (780) 875-3478. If you do not return this signed and completed Acknowledgement of Service without delay, you may not receive notice of any further proceedings or any documents may be personally served on you and you will be required to pay the costs of service.

I acknowledge service on me of a copy of the following documents:

- (a) Affidavit of Jason Bazinet sworn December 12, 2016.

[Signature]  
(signature)

Dec 13 16  
(date of service)

My name is: Dustin Gillanders  
(full legal name)

My address for service is (address in Saskatchewan where Court documents may be mailed to or left for you):  
Suite 800, 105 - 21 Street E., Saskatoon, SK S7K 0B3

My telephone number is: (308) 933-1347

My fax number is (optional): (308) 652-2445

My e-mail address is (optional): d.gillanders@relaw.com

**NOTICE**

- (1) You must include an address in Saskatchewan where documents may be mailed to or left for you if you wish to receive notice of subsequent proceedings in this matter.
- (2) It is optional to include your fax number and e-mail address. If you include your fax number or e-mail address, documents may be served on you by fax or electronic transmission.
- (3) The address, fax number or e-mail address that you give on this form will be used to serve you with documents until you serve on the other parties and file with the court written notice of a new address for service.

*(If this form is to be signed by a lawyer or authorized person on behalf of a corporation, unincorporated entity, minor, or dependent adult, it must be adapted accordingly.)*

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

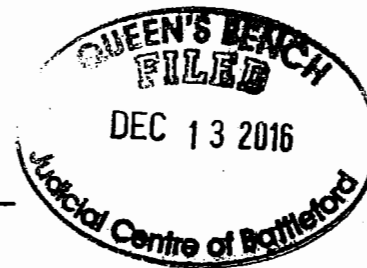
If prepared by a lawyer for the party:

Name of firm: \_\_\_\_\_  
Name of lawyer in charge of file: \_\_\_\_\_  
Address of legal firm: \_\_\_\_\_  
*(set out the street address)*  
Telephone number: \_\_\_\_\_  
Fax number (if any): \_\_\_\_\_  
E-mail address (if any): \_\_\_\_\_

or

Address for service and contact information of party filing this document:

Name of party: \_\_\_\_\_  
Address for service: \_\_\_\_\_  
*(set out the street address)*  
Telephone number: \_\_\_\_\_  
Fax number (if any): \_\_\_\_\_  
E-mail address (if any): \_\_\_\_\_



COURT FILE NUMBER 290 of 2016

IN THE MATTER OF *THE LAND CONTRACTS*  
(ACTIONS) ACT AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR  
SASKATCHEWAN

JUDICIAL CENTRE BATTLEFORD

PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.

PROPOSED DEFENDANT TRICIA DARLENE MCDONALD

AFFIDAVIT OF JASON BAZINET

I, JASON BAZINET, of the City of Lloydminster, in the Province of Saskatchewan, Chief Financial and Risk Officer, MAKE OATH AND SAY AS FOLLOWS:

1. I am an Executive Officer being Chief Financial and Risk Officer of the Proposed Plaintiff and as such have a personal knowledge of the matters and facts in this affidavit except where stated to be based on information and belief and where so stated, I verily believe the same to be true.
2. I have read the Affidavit of the Proposed Defendant herein, Tricia McDonald, and would make the following comments in reply:
  - a) The Proposed Plaintiff herein, Synergy Credit Union Ltd., disputes the complaint brought to the Saskatchewan Human Rights Commission and has filed a response accordingly;
  - b) The Proposed Plaintiff does not agree that it has refused to renew the mortgage on reasonable terms. While it had originally been determined by the Proposed Plaintiff that it was time for the Proposed Defendant to obtain lending at a different institution, primarily because of how she conducted herself with the employees and staff of the Proposed Plaintiff and made multiple disparaging public comments about the Proposed Plaintiff on social media. In the interest of allowing for an amicable parting between the Proposed Plaintiff and Proposed Defendant, the Proposed Plaintiff has since its initial refusal to renew, provided a few offers of renewal for a period of one (1) year to allow the Proposed Defendant to obtain new financing. Attached to this my Affidavit as Exhibit "A" is a copy of our counsel's August 5, 2016, correspondence and further attached to this my Affidavit as Exhibit "B" is a copy of our counsel's August 15, 2016,

correspondence providing a further alternate rate for the Proposed Defendant's consideration.

3. Further, I note that the Proposed Plaintiff, Synergy Credit Union Ltd., only commenced the application for foreclosure and filed the Appointment after having received no response to the Proposed Plaintiff's two (2) prior offers for resolution. Attached to this Affidavit and marked as Exhibit "C" is a copy of our counsel's October 6, 2016, correspondence. To date, the Proposed Defendant has not accepted any of the proposals for resolution nor has she advised what an acceptable resolution of this matter would be.

4. Further, the Proposed Plaintiff is prepared to provide to the Proposed Defendant, two (2) new additional offers for renewal for one (1) year terms, including a one (1) year open mortgage with either a fixed rate or variable rate of a posted rate less 0.5%. Currently the posted rate for a one (1) year fixed rate mortgage is 6.5%. We have also offered a one (1) year variable rate at Prime plus 1.5% which is half a percent point lower than our posted rate for a one (1) year variable rate. Currently the Proposed Plaintiff's Prime rate is 2.7%.

5. The Proposed Plaintiff would further be prepared that if the Proposed Defendant is not willing to renew her mortgage for a one (1) year period on these terms, she may transfer her mortgage to an alternate lender and the proposed Plaintiff would waive its \$250.00 mortgage transfer fee and reimburse her for any mortgage transfer costs charged by the new lender in an amount up to \$750.00.

6. Finally, since the date the Affidavit of Default was filed, the current amounts outstanding on the mortgage are as follows:

a)	Principal	\$171,808.08
b)	Interest	<u>\$37.65</u>
c)	Total	\$171,845.71
d)	Per Diem	\$ 12.55

7. I make this Affidavit in support of an application for an Appointment for leave to commence an action for:

a) Foreclosure of the equity of redemption of the Defendant;



## Personal Mortgage

### Simplicity Mortgage - Variable Rate

Prime +0.00%

#### Rate\*

2.700%

### Simplicity Mortgage - Fixed Rate

1 year

3.140%

2 year

3.140%

3 year

3.800%

4 year

4.540%

5 year

2.790%

6 year

5.750%

7 year

5.750%

### Open Mortgage - Variable Rate

Prime +2.00%

#### Rate\*

4.700%

### Open Mortgage - Fixed Rate

1 year

#### Rate\*

6.300%

### Super Mortgage - Variable Rate

Prime +0.50%

#### Rate\*

3.200%

### Super Mortgage - Fixed Rate

1 year

3.640%

2 year

3.640%

3 year

4.300%

4 year

5.040%

5 year

3.290%

6 year

6.250%

7 year

6.250%

### Construction Mortgage - Variable Rate

Prime +3.00% (Interest Only)

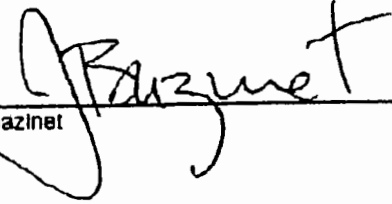
#### Rate\*

5.700%

- b) Sale or possession of the mortgaged premises, and/or;
- c) And/or the recovery of any monies payable under this said mortgage including but not limited to solicitor-client costs of the within application and action.

SWORN BEFORE ME at the City of )  
 Lloydminster, in the Province of )  
 Saskatchewan, this 12 day of )  
 December, 2016. )

  
 A COMMISSIONER FOR OATHS in and )  
 for the Province of Saskatchewan )

  
 Jason Bazinet

My commission expires:  
**Tammy Ramsay**  
 A Commissioner for Oaths  
 for Saskatchewan.  
 My commission expires: September 30, 2017

Page 4

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

**If prepared by a lawyer for the party:**

Name of firm: POLITESKI STRILCHUK MILEN  
Name of lawyer in charge of file: JEFFREY D. KERR  
Address of legal firms: PO BOX 20  
5009 - 47 Street, Lloydminster, SK/AB S9V 0X9  
Telephone number: (780) 875-2288  
Fax number (if any): (780) 875-3479  
Email: jeff@psmlaw.ca

Loretta Politeski, Q.C. Nathan Strilchuk Derek G. Milen (Barrister) Scott A. Politeski Matt Wells	<h2 style="margin: 0;">Politeski Strilchuk Milen</h2> <h3 style="margin: 0; letter-spacing: 0.5em;">L A W Y E R S</h3>	Todd R. Belpatrick Harvey J. Beuteld Jeffrey D. Kerr Meghan C. Lalloue Aleksandra Gouder
---	--	--

Our File No.: 21756-49 JKPC

August 5, 2016

This is Exhibit A referred to  
 in the Affidavit of  
Jessica Agardet  
 sworn before me this 12 day of  
December 20 16  
Tammy Ramsay  
 Commissioner for Oaths in and  
 for the Province of Alberta  
 My Commission expires: \_\_\_\_\_

**Robertson Stromberg LLP**  
Suite 600, 105, 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3

Attention: Dustin Gillanders

**Tammy Ramsay**  
A Commissioner for Oaths  
for Saskatchewan.

Dear Sir:

My commission expires: September 30, 2017

Re: Synergy Credit Union Ltd. and Tricia McDonald

In follow-up to our last discussions in this matter, we note that as of July 23, 2016, the renewal term had expired and all sums due and owing by your client to Synergy Credit Union Ltd. originally loaned under the mortgage, having Interest Register No. 113376304 and executed on October 29, 2007, and renewed on an effective date of July 23, 2015, are due and owing and all amounts outstanding are payable to our client.

As we discussed, Synergy has been unwilling to renew the mortgage given that it believes it is in the best interests of both Synergy and your client to part ways and has grown increasingly concerned about representations made about Synergy by your client. In particular, Synergy believes that your client has engaged in considerable media (including social media) campaigns that unfairly represent Synergy and its employees and officers.

However, on consideration, my client would hope to avoid the need to enforce its entitlement to call in the loan and commence a foreclosure. If Synergy could be satisfied that Ms. McDonald was seeking to obtain alternate financing and would be in a position to find alternate financing no later than one year from today's date, it will be prepared to offer Ms. McDonald a one year renewal of a fixed open mortgage at the current posted rate (which is presently 6.3%) maturing on July 23, 2017. We would suggest that this would allow your client sufficient time to obtain new mortgage financing and as it is an open mortgage, Ms. McDonald could transfer her mortgage at any time that she secures new financing. It would also avoid the need for our client to commence a foreclosure action on Ms. McDonald.

Finally, this proposal would be conditional upon Ms. McDonald ceasing to engage in making comments directed against Synergy on social media in particular. Our client's intention is to allow both of these parties to part ways and toward that end, my client is prepared to forego commencement of foreclosure at this time. We would anticipate that Ms. McDonald would likewise be prepared to agree that if she accepts the offer of renewal set forward, that she will agree to not make statements about Synergy or its employees or officers on social media.

5009 - 47 Street, Lloydminster, AB T9V 0E8  
Mailing Address: PO Box 20, Lloydminster, SK S0V 0X0

Phone: (780) 875-3288

Fax: (780) 875-3479

e-mail: jeff@psmlaw.ca  
assistant: loretta@psmlaw.ca

Members of the Alberta and Saskatchewan Bars



Loren F. Politeski, Q.C. Myron E. Strilchuk Daniel G. Milen (Barrister) Scott A. Politeski Neil D. Wells	<b>Politeski Strilchuk Milen</b> <b>L A W Y E R S</b>	Todd B. Kirkpatrick Harvey J. Deakoff Jeffrey D. Kerr Neelkanth C. Lalwani Kambhampati Govender
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Our File No.: 21756-49 JKPC

August 15, 2016

**Robertson Stromberg LLP**  
Suite 600, 105, 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3

**Attention: Dustin Gillanders**

**FAKED**

Dear Sir:

**Re: Synergy Credit Union Ltd. and Tricia McDonald**

In follow-up to your response correspondence to us, I have had the opportunity to discuss with my client and Synergy is prepared to offer as an alternative to the previous mortgage renewal set out in our correspondence, a one year open variable of prime plus two percent. This would carry an effective rate of 4.7%.

My client indicates it is prepared to offer these two alternatives to Ms. McDonald. Please note that having given this matter careful consideration, Synergy is not prepared to offer a rate lower than the posted rates.

Accordingly, it is our client's position that this represents a fair and equitable means to resolve this matter and, in particular, the open variable would allow your client to arrange alternative mortgage financing without any penalty owing to our client.

We would ask that your client confirm which of these two alternatives she will be prepared to accept and we will arrange for the provision of the necessary renewal documents.

Yours truly,

**Politeski Strilchuk Milen**

Per: Jeffrey D. Kerr

This is Exhibit "B" referred to in the Affidavit of

*Julia Buznet*

sworn before me this 12 day of

December 2016

*Tammy Ramsay*

A Commissioner for Oaths in and for the Province of Alberta  
**Tammy Ramsay**  
A Commissioner for Oaths for Saskatchewan.

My commission expires: September 30, 2017

3009 - 47 Street, Lloydminster, AB T9V 0C8  
Mailing Address: PO Box 20, Lloydminster, SK S9V 0X9

Phone: (780) 875-2288

Fax: (780) 875-2479

e-mail: [jdm@psmlaw.ca](mailto:jdm@psmlaw.ca)  
assistant: [loretta@psmlaw.ca](mailto:loretta@psmlaw.ca)

Members of the Alberta and Saskatchewan Bars

Loren F. Politeski (QC) Myron F. Strilchuk Derek G. Milen (B.C. 1043) Scott A. Johnson Heidi D. Wells	<b>Politeski Strilchuk Milen</b> <b>L A W Y E R S</b>	Todd R. Kirkpatrick Harvey J. Proulx Jeffrey D. Kerr Raphael C. Laroche Bukeshnee Gowanda
---	--	---

Our File No.: 21756-49 JKPC

October 6, 2016

**Robertson Stromberg LLP**  
Suite 600, 105, 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3

Attention: **Dustin Gillanders**

Dear Sir:

Re: **Synergy Credit Union Ltd. and Tricia McDonald**

In follow-up to our correspondence, I note that we have not received from you nor your client any counter-offer to our two prior offers of settlement. As such, your client has left us no option but to commence with a foreclosure application. We regret that both this matter and your client's Human Rights complaint is unable to be resolved by our client's offer to extend the mortgage for a further year.

I anticipate over the next couple of weeks that I will be required to serve an application for an Appointment to obtain leave to commence. Are you in a position to accept service of such documents?

Yours truly,


**Politeski Strilchuk Milen**

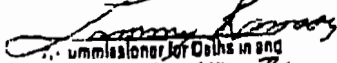
Per:  Jeffrey D. Kerr

This is Exhibit "C" referred to  
in the Affidavit of

  
Jason Bisset

sworn before me this 12<sup>th</sup> day of

  
December 20 16

  
Commissioner for Oaths in and  
for the Province of Alberta

Tammy Ramsay  
A Commissioner for Oaths  
for Saskatchewan.

My commission expires: September 30, 2017

JDK/lnl

5009 - 47 Street, Lloydminster, AB T9V 0E8  
Mailing Address: PO Box 20, Lloydminster, SK S9V 0X9

Phone: (780) 875-2288

Fax: (780) 875-3479

e-mail: jeff@psmlaw.ca  
assistant: lorelta@psmlaw.ca

Members of the Alberta and Saskatchewan Bars

From: Dustin L. Gillanders  
Direct: (306) 933-1347  
Email: d.gillanders@rslaw.com  
File #: 59036.1



February 16, 2017

Court of Queen's Bench  
291-23rd Street West  
Battleford SK S0M 0E0



FAX: (306) 446-7737

Attention: Local Registrar

Dear Sir/Madam:



RE: Synergy Credit Union v. Tricia McDonald  
Q.B. 290 of 2016

Please note that Chambers for this matter has been set for February 23, 2017. **We would respectfully request that this matter be heard by telephone by Siobhan Morgan who can be reached directly at (306) 933-1308.**

Sincerely,

Robertson Stromberg LLP  
Barristers and Solicitors

Per:

Dustin L. Gillanders

Loren P. Politeski, Q.C.  
Myron I. Strilchuk  
Derek G. Milen (Barrister)  
Scott A. Politeski  
Mel D. Wells

# Politeski Strilchuk Milen

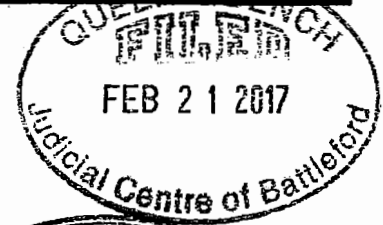
L A W Y E R S

Todd R. Kirkpatrick  
Harvey J. Neubold  
Jeffrey D. Kerr  
Maughan C. LaRose  
Kulsanee Geyender

Our File No.: 21756-49 JKPC

February 21, 2017

By fax to: (306) 446-7737



**Local Registrar**  
Court of Queen's Bench  
Judicial Centre of Battleford  
PO Box 340; 291 - 23 Street W.  
Battleford, SK S0M 0E0

Dear Sir/Madam:

**Re: Synergy Credit Union Ltd. v. Tricia Darlene McDonald**  
**QBG 290/16**

Our office acts on behalf of the Proposed Plaintiff, Synergy Credit Union Ltd. Dustin Gillanders acts on behalf of the Proposed Defendant. The writer requests leave to appear by phone on Thursday, February 23, 2017, and if so granted, I would ask that you contact the writer at (780) 808-9376. This is the number I may be contacted at for the purposes of this application.

Yours truly,

**Politeski Strilchuk Milen**

Per: Jeffrey D. Kerr

JK/Inl

5009 - 47 Street, Lloydminster, AB T9V 0E8  
Mailing Address: PO Box 20, Lloydminster, SK S9V 0X9

Phone: (780) 875-2288

Fax: (780) 875-3479

e-mail: [jeff@psmlaw.ca](mailto:jeff@psmlaw.ca)  
assistant: [loretta@psmlaw.ca](mailto:loretta@psmlaw.ca)

Members of the Alberta and Saskatchewan Bars

Loren F. Politeski, Q.C.  
Myron I. Strilchuk  
Derek G. Milen (Retired)  
Scott A. Polischuk  
Mel D. Wells

**Politeski Strilchuk Milen**  
**L A W Y E R S**

Todd B. Kirkpatrick  
Harvey J. Neufeld  
Jeffrey D. Kerr  
Meaghan C. LaRose  
Kubashnee Govender

Our File No.: 21756-49 JKPC

March 17, 2017

**Local Registrar**

Court of Queen's Bench  
Judicial Centre of Battleford  
PO Box 340; 291 – 23 Street W.  
Battleford, SK S0M 0E0



Dear Sir/Madam:

**Re: Synergy Credit Union Ltd. v. Tricia Darlene McDonald**  
**QBG 290/16**

Please find enclosed a copy of the Affidavit of Patty Wang for filing, with a copy of the Mortgage. We had spoken to this matter on an earlier date and the Court had requested that it be filed.

Yours truly,

**Politeski Strilchuk Milen**

Per: Jeffrey D. Kerr

JDK/lnl  
Enclosure

5009 - 47 Street, Lloydminster, AB T9V 0E8  
Mailing Address: PO Box 20, Lloydminster, SK S9V 0X9

Phone: (780) 875-2288

Fax: (780) 875-3479

e-mail: [jeff@psmlaw.ca](mailto:jeff@psmlaw.ca)  
assistant: [loretta@psmlaw.ca](mailto:loretta@psmlaw.ca)

*Members of the Alberta and Saskatchewan Bars*

COURT FILE NUMBER QBG 290/16

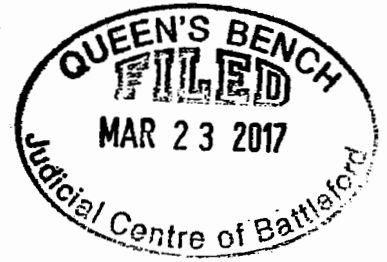
IN THE MATTER OF *THE LAND CONTRACTS (ACTIONS) ACT* AND A PROPOSED ACTION

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE BATTLEFORD

PROPOSED PLAINTIFF SYNERGY CREDIT UNION LTD.

PROPOSED DEFENDANT TRICIA DARLENE MCDONALD



**AFFIDAVIT OF PATTY WANG**

I, PATTY WANG, of the City of Lloydminster, in the Province of Saskatchewan, Manager of Risk, MAKE OATH AND SAY AS FOLLOWS:

1. I am employed with the Proposed Plaintiff in connection with the mortgage sued on in this action and as such have a personal knowledge of the matters and facts in this affidavit except where stated to be based on information and belief and where so stated, I verily believe the same to be true.
2. I have conducted a search of the records of the Proposed Plaintiff, Synergy Credit Union Ltd., and find that TRICIA DARLENE MCDONALD, executed a mortgage in favour of the Proposed Plaintiff on the property legally described as:  
Unit #19 in Condo Plan #101880783 with 156/10000 shares of common property in Condominium Parcel #161559197
3. The mortgage is dated October 29, 2007, and was registered at Information Services Corporation on October 31, 2007, as Interest Register Number 113376304 and attached hereto and marked as Exhibit "A" to this my Affidavit is a true copy of such mortgage.
4. The mortgage was renewed by way of a Mortgage Renewal Agreement on July 23, 2015. Attached hereto and marked as Exhibit "B" to this my Affidavit is a true copy of such Mortgage Renewal Agreement.

SWORN BEFORE ME at the City of )  
Lloydminster, in the Province of )  
Saskatchewan, this 22 day of )  
December, 2016. )

  
A COMMISSIONER FOR OATHS in and )  
for the Province of Saskatchewan )

  
Patty Wang )

My commission expires:

**Tammy Ramsay**  
A Commissioner for Oaths  
for Saskatchewan.  
My commission expires: September 30, 2017

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

**If prepared by a lawyer for the party:**

Name of firm: POLITESKI STRILCHUK MILEN  
Name of lawyer in charge of file: JEFFREY D. KERR  
Address of legal firms: PO BOX 20  
5009 – 47 Street, Lloydminster, SK/AB S9V 0X9  
Telephone number: (780) 875-2288  
Fax number (*if any*): (780) 875-3479  
Email: jeff@psmlaw.ca

Interest Register Number: 113376304 PROVINCE OF SASKATCHEWAN

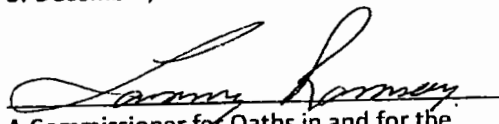
Date of Registration: 0231/07 THE LAND TITLES ACT

Compared to ISC Image on: 0207/07 MORTGAGE

This is Exhibit "A" referred to in the Affidavit of Patty Wang, sworn before me this 22 day of December, 2016

I, TRICIA DARLENE MCDONALD of #303, 4811 - 47 Avenue S9V 0T9

(hereinafter called "the Mortgagor"

  
A Commissioner for Oaths in and for the Province of Saskatchewan

being registered as owner of an estate in fee simple in those surfs of the Province of Saskatchewan described as follows:

My commission expires: **Tammy Ramsay**  
A Commissioner for Oaths for Saskatchewan.  
My commission expires: September 30, 2017

**Unit #19 in Condo Plan #101880783 with 156/10000 shares of common property in Condominium Parcel #161559197  
Reference Land Description: Condo Plan No 101880783 Extension 0**

(hereinafter referred to as "the mortgaged premises," or "the said lands"),

in consideration of the sum of **One Hundred Ninety Four Thousand Four Hundred One Dollars Thirty Five Cents (\$194,401.35)** lent to the Mortgagor by Synergy Credit Union Ltd., whose postal address is P O Box 798, Lloydminster, in the Province of Saskatchewan, S9V 1C1, who and whose successors and assigns are hereinafter included in the expression "the Mortgagee," the receipt of which sum is hereby acknowledged, covenants and agrees with the Mortgagee as follows:

**1. REPAYMENT**

That the Mortgagor will pay to the Mortgagee in lawful money of Canada, at the office of the Mortgagee in the Province of Saskatchewan set out above, the sum lent to the Mortgagor as aforesaid, together with interest thereon at the rate of **Six and Ninety Thousandths per centum (6.090%)** per annum, calculated half-yearly not in advance, as well after as before maturity, default or judgment until paid as follows:

- a) Interest at the aforesaid rate on the amounts from time to time advanced hereunder, computed from the date of each advance to and including the day preceding the **23<sup>rd</sup> day of October, 2007** shall become due and be paid on the date last mentioned (hereinafter referred to as the interest adjustment date). At the option of the Mortgagee any unadvanced portion of the said principal sum may be applied in payment of any interest so due and payable;
- b) Thereafter by **monthly** instalments of **One Thousand Seventy One Dollars Fifty Four Cents (\$1,071.54)** each, the first payment to be made on the **23<sup>rd</sup> day of November, 2007**, and a like amount every **month** thereafter up to and including the **23<sup>rd</sup> day of October, 2012**, and the entire balance then owing to become due paid on the **23<sup>rd</sup> day of October, 2012**.

**2. PREPAYMENT PRIVILEGES**

The prepayment privileges, if any, of the mortgage are set out on the attached Schedule, which forms part of and is incorporated into this mortgage.



**3. ARREARS OF INTEREST TO BE TREATED AS PRINCIPAL**

All interest shall become due on the instalment payment dates as aforesaid and all interest on becoming overdue shall be forthwith treated (as to payment thereon) as principal and shall bear interest at the rate aforesaid as well after as before maturity of this mortgage and shall be payable on the dates hereinbefore provided for the payment of instalments, and all such interest shall be a charge on the said lands. On default of payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable thereon and in case the interest and compound interest are not paid by the next calculation (compound) date as provided for in the mortgage, a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount of interest and compound interest then due, as well after as before maturity, default and judgment, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

**4. MORTGAGOR TO PAY MORTGAGEE'S COSTS**

All solicitors, inspectors, valuers, and surveyors fees and expenses for drawing and registering this mortgage or for examining the mortgaged premises together with all expenses incurred by the Mortgagee for the preservation or protection of the security, or to remedy any default of the Mortgagor hereunder, including advances or payments made for principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the mortgaged premises and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, and in exercising any right, power, remedy or purpose of the mortgagee and legal costs, as between solicitor and client, and an allowance for the time, work and expenses of the Mortgagee, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are secured hereby and shall be a charge on the mortgaged premises, and shall be added to the principal sum hereby secured and bear interest at the said rate, and all such monies shall be payable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment. In the event The Saskatchewan Farm Security Act shall apply to this mortgage, the costs and expenses and fees chargeable to the Mortgagor shall be limited to those allowed under The Saskatchewan Farm Security Act.

**5. IMPROVEMENTS AND FIXTURES PART OF MORTGAGED PREMISES**

All buildings, erections and improvements, fixed or otherwise, now on or hereafter put upon the mortgaged premises, and all apparatus and equipment appurtenant thereto shall, be treated as fixtures thereon and form part of the realty and of the security and shall be and are included in the expression "the mortgaged premises" and shall not be removed there from during the continuance of the mortgage.

**6. COVENANT TO REPAIR**

The Mortgagor will remain in possession of the said lands until payment of this mortgage and will well and sufficiently repair and maintain any buildings on the said lands and all fixtures in good and substantial repair; and in the event of a loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair or rebuild the same within a time to be determined by the Mortgagee and to be stated in such notice; and a failure of the Mortgagor to repair or rebuild within such time shall constitute a default under the mortgage.

**7. COVENANTS AS TO TITLE**

- a) The Mortgagor has a good title to the said lands;
- b) The Mortgagor has the right to mortgage the lands;

- c) On default the Mortgagee shall have quiet possession of the said lands free from all encumbrances;
- d) The Mortgagor will execute such further assurances of the said lands as may be requisite; and
- e) The Mortgagor has done no act to encumber the said lands.

#### **8. INSURANCE**

The Mortgagor will insure and during the continuance of this mortgage keep insured with an insurance company not disapproved by the Mortgagee, each and every building on the said lands to the extent of their full insurable value for extended coverage and against loss or damage by fire, and as the Mortgagee may require from time to time against such additional perils, risks, or events; and if a sprinkler system shall be operated on the mortgaged premises, against loss or damage caused by such sprinkler system; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereto appertaining; and if the Mortgagor neglects to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least five days before the termination of any insurance evidence of renewal thereof, the Mortgagee shall be entitled, but shall not be obligated, to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage furnish at his own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money may at the option of the Mortgagee be applied in rebuilding, reinstating or repairing the premises, or be paid to the Mortgagor, or be applied or paid partly in one way and partly in another, or it may be applied in the sole discretion of the Mortgagee in whole or in part on the mortgage debt or any part thereof, whether or not then due; and the Mortgagee shall have a lien for the mortgage debt on all insurance on the said buildings, whether effected under the foregoing covenants or not; and provisions as to insurance shall apply to all buildings and all the fixtures and appurtenances whether now or hereafter erected on the said lands.

#### **9. PAYMENT OF TAXES AND OTHER CHARGES**

The Mortgagor will pay when and as the same fall due all taxes, levies, fees, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises. In respect of municipal or school taxes chargeable against the mortgaged premise unless otherwise agreed to by the Mortgagee, the Mortgagor shall pay, in addition to the instalments due, on the dates when instalments of principal hereunder are due, the like proportion of the total taxes next becoming due and payable as estimated by the Mortgagee; and the Mortgagor shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceeded such estimated amount or in the alternative such excess shall become part of the principal and shall bear interest at the rate aforesaid.

#### **10. NO SALE WITHOUT MORTGAGEE'S APPROVAL**

In the event of:

- a) the Mortgagor selling, conveying, transferring, or entering into any agreement of sale or transfer of title of the lands hereby mortgaged to a purchaser, grantee or transferee not approved in writing by the Mortgagee; or
- b) if such a purchaser, grantee or transferee should fail to (i) apply for and receive the Mortgagee's written approval as aforesaid, (ii) personally assume all the obligations of the Mortgagor under this mortgage, and (iii) execute an Assumption Agreement in the form required by the Mortgagee,

at the option of the Mortgagee all monies hereby secured, with accrued interest thereon, shall forthwith become due and payable.

## 11. DEFAULT

Notwithstanding anything to the contrary herein contained, the Mortgagor shall be deemed to be in default of this Mortgage on each of the following events:

- a) a default on the part of the Mortgagor in the payment of any instalment of principal or interest or any other sums due under this Mortgage or any mortgage or other charge ranking in priority to the charge of this Mortgage;
- b) a breach of any of the Mortgagor's covenants or other obligations contained in this Mortgage;
- c) if the Mortgagor defaults under any other security now or hereafter granted by the Mortgagor to the Mortgagee as additional security for the due performance of the Mortgagor's covenants hereunder;
- d) if the Mortgagor becomes bankrupt or insolvent or is subjected to the provisions of The Bankruptcy and Insolvency Act or any other Act for the benefit of creditors or goes into voluntary or compulsory liquidation or makes an assignment for the benefit of creditors or makes a proposal under The Bankruptcy and Insolvency Act or if a petition in bankruptcy is filed against the Mortgagor or if a creditor enters judgment against any of them and any such judgment is not discharged and vacated within 45 days next following the expiry of the applicable appeal period, or if the Mortgagor otherwise acknowledges its insolvency;
- e) if an encumbrancer takes possession of any part of the Mortgaged Premises or if a liquidator or receiver by appointment or an application for any appointment shall be brought with respect to all or any part of the undertaking, property or assets of the Mortgagor;
- f) should the Mortgagor or those claiming under it commit any act of waste or in any other way cause or permit, in the sole, unfettered opinion of the Mortgagee, the value of the mortgaged premises to diminish;
- g) should any representation or warranty made in the Loan Application or Loan Commitment (as the case may be) be found to be false or untrue in any material respect;
- h) should the mortgaged premises become vacant or unoccupied;
- i) should the Mortgagor cease to carry or abandon any business conducted from the mortgaged premises;
- j) should the Mortgagor fail to observe or perform any of the terms, conditions, provisos, stipulations, undertakings or obligations set forth in any loan agreement or commitment pursuant to which the whole or any part of the principal sum secured by this mortgage or any part thereof were advanced;
- k) upon the expiry of 45 days from the date of registration of any Builders Lien against the said lands or mortgaged premises which the Mortgagor does not dispute the validity or correctness of by prosecuting legal proceedings for the removal thereof; and
- l) in the event the Mortgagor is a corporation and shall fail to be a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and in good standing and legally qualified to carry on business in the Province of Saskatchewan.

## 12. REMEDIES AVAILABLE TO MORTGAGEE ON DEFAULT

In the event of any default of this Mortgage:

### a) Perform Mortgagor's Covenants

The Mortgagee may at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation.

### b) Take Possession

The Mortgagee or agent of the Mortgagee may enter into possession of the mortgaged premises and whether in or out of possession collect the rents and profits thereof, lease any part thereof, for such term and periods and at such rents as the Mortgagee may think proper, and make such arrangements for completing construction of, taking care of and repairing and putting in order and managing generally the mortgaged premises as the Mortgagee may deem expedient; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease.

### c) Right to Distrain

It shall and may be lawful for and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises, as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

### d) Right of Sale

The Mortgagee may sell and dispose of the mortgaged premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the mortgaged premises.

### e) Acceleration

The whole of the principal sum and all other monies hereby secured shall, at the option of the Mortgagee, become immediately due and payable, notwithstanding anything to the contrary herein contained.

### f) Appointment of Receiver

In addition to the other remedies available on default, the Mortgagee may appoint by writing or by written instrument a Receiver or a Receiver Manager (the "Receiver") of the mortgaged premises hereby charged upon such terms as to remuneration and otherwise as it shall think fit and may from time to time appoint another in its stead, a Receiver so appointed shall be the agent of the Mortgagor and the Mortgagor shall be responsible for such Receiver's acts and defaults and for his remuneration, costs, charges and expenses to the exclusion of liability on the part of the Mortgagee.

### g) Receiver's Powers

The Receiver so appointed shall be entitled to:

- i) Take possession of the mortgaged premises hereby charged;

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### g) Receiver's Powers

The Receiver so appointed shall be entitled to:

- i) Take possession of the mortgaged premises hereby charged;

- ii) Carry on or concur in carrying on the business of the Mortgagor and for this purpose to borrow money on the security of the mortgaged premises hereby charged in priority to this mortgage or otherwise;
- iii) Make arrangements at such time or times as the Mortgagee may deem necessary without the concurrence of any other person for the repairing, finishing, altering, improving, adding to or putting in order the mortgaged premises, sell or lease or concur in selling or leasing the mortgaged premises hereby charged or otherwise deal therewith on such terms in the interest of the Mortgagee as the Receiver shall think fit;
- iv) Make any arrangements or compromise which the Receiver shall think expedient in the interest of the Mortgagee;
- v) Defend and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the mortgaged premises, to defend all suits, proceedings and actions against the Mortgagee or the Receiver;
- vi) Do all such other acts and things as the Receiver may consider to be incidental or conducive to any of the matters and powers aforesaid in which the Receiver may or can lawfully do as an agent for the Mortgagor.

**13. ADVANCES TO BE MADE AT DISCRETION OF MORTGAGEE**

Neither the execution or registration of this mortgage nor the advance of part of the monies secured by the mortgage shall bind the Mortgagee to advance the said monies or any unadvanced part thereof, and that the advance of the said monies or any part thereof from time to time shall be in the sole discretion of the Mortgagee.

**14. EXTENSION OR AMENDMENT AGREEMENT NEED NOT BE REGISTERED**

Any agreement for extension of the term of the mortgage, or any agreement amending the provisions of the mortgage including increasing or decreasing the rate of interest payable hereunder prior to execution of a discharge of this mortgage by the Mortgagee need not be registered with the land registry. If, upon the expiry of any term, the Mortgagee offers to extend the term of this mortgage and the Mortgagor fails to execute an extension agreement as required, the Mortgagee may prescribe the terms of renewal or extension (which will include extending the term for a further period of one year and prescribing the rate of interest payable on the outstanding balance at the then prevailing Mortgagee's one year open mortgage rate and such terms shall be deemed to apply and be in full force and effect as against the Mortgagor as of the commencement date of the renewal or extended term. This mortgage and all terms, covenants, and provisions (except as may be expressly amended by any such extension agreement) shall continue in full force and effect and nothing contained in any extension agreement shall have the effect of discharging, merging, replacing or rendering unenforceable this mortgage as security unless the extension or renewal agreement so states.

**15. PAYMENT AFTER TERM EXPIRES**

No agreement for renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any payment or payments of any kind whatsoever made by the Mortgagor to the Mortgagee after the expiration of the original term of this mortgage or any subsequent term agreed to in writing between the Mortgagor and the Mortgagee and that no renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any other act, matter or thing save the express agreement in writing between the Mortgagor and the Mortgagee.

**16. PAYMENT OF CHARGES OR ENCUMBRANCES**

In the event of the Mortgage monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all of the rights of and stand in the position of and be entitled to all equities of the parties so paid, whether such charge or encumbrance has or has not been discharged and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid shall be final and binding on the Mortgagor.

**17. MONIES RECEIVED BY MORTGAGEE**

The Mortgagee shall not be charged with any monies receivable or collectible out of the mortgaged premises or otherwise, except those actually received; and all revenue of the mortgaged premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other liens, charges, encumbrances or claims against the mortgaged premises or any part thereof, or applied on the mortgage account, or may be used or applied partly in one way or partly in another or others.

**18. EXTENSION OF TIME NOT PREJUDICIAL**

No extension of time for of the carrying out of any covenant hereunder given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured.

**19. JUDGMENT NOT TO CAUSE MERGER**

The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof or affect the Mortgagee's right to interest at the aforesaid rate on any monies due and owing to the Mortgagee during the continuance of this security.

**20. RIGHT TO INSPECT**

The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said lands to inspect the land and buildings thereon.

**21. RELEASING PARTS OF SECURITY OR PARTIES TO AGREEMENT**

The Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of or the monies hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any collateral security, or any persons from this mortgage or from any of the covenants herein contained or contained in any collateral security.

**22. MORTGAGOR'S RIGHT TO A DISCHARGE OR ASSIGNMENT OF MORTGAGE**

The Mortgagor will not be entitled to a discharge or assignment of this mortgage until and unless it has kept and performed all the covenants, provisos, agreements and stipulations herein contained whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and that the Mortgagor shall and will perform and keep all the provisions and covenants in these presents according to the true intent and meaning thereof; and the Mortgagee shall have a reasonable time after the payment of the mortgage monies in full within which to prepare and execute a discharge or execute an assignment of this mortgage provided to us by

the Mortgagor or a third party, and all legal and other expenses including applicable discharge or assignment fees charged by the Mortgagee, if any, for the preparation and execution of such discharge or execution of such assignment shall be borne by the Mortgagor, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee of all sums due and owing hereunder including the cost of preparation and registration of such discharge or assignment.

**23. REMEDIES MAY BE PURSUED INDEPENDENTLY**

No right or remedy of the Mortgagee under this mortgage or which the Mortgagee may have at law shall be exclusive or dependent upon any other right or remedy, but any one or more of such rights or remedies may from time to time be exercised independently or in combination.

**24. ASSIGNMENT OF RENTS**

In the event that the said lands or any part thereof are now or may at any time during the currency of this mortgage be rented or leased by the Mortgagor to any tenant or tenants, the Mortgagor hereby assigns the rentals including any surface or oil and gas lease rentals and the like, payable to the Mortgagor by any such tenant or tenants to the Mortgagee as additional security for payment of the monies from time to time owing under this mortgage, provided that the Mortgagee shall not make use of this assignment or give notice thereof to such tenant or tenants unless and until the Mortgagor shall have made default in payment of principal or interest or other monies becoming due or secured under this mortgage or in default of the observance or performance of any of the covenants, conditions, stipulations or provisos herein contained.

**25. ATTORNMENT**

And for the purpose of better securing the punctual payment of the monies hereby secured the Mortgagor hereby attorns to and becomes tenant to the Mortgagee for the said lands at a monthly rental equivalent to the monthly instalments payable hereunder, to be paid in the manner and on the days and times hereinbefore appointed, the legal relationship of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, and on the payment of the said rent the same shall be taken to be and shall be, in the satisfaction of interest, principal and other charges as herein appointed. Provided also that the Mortgagee may at any time after default in payment or performance or compliance with any covenant hereunder, enter into and upon the said lands or any part thereof, and determine the tenancy hereby created without giving any notice to quit; but the Mortgagor agrees that neither the existence of this clause nor anything done by virtue thereof shall render the Mortgagee a mortgagee in possession so as to be accountable for any monies except those actually received, whether from a tenant or otherwise.

**26. MORTGAGE TO BIND HEIRS, ETC.**

This mortgage and all the covenants and stipulations contained herein shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and such heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.

**27. "MORTGAGOR" MAY HAVE PLURAL MEANING**

Whenever the singular or the masculine pronoun is used throughout this mortgage the same shall be construed as meaning the plural or the feminine (or neuter in the case of a company) where the context or the parties hereto so require, and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several.



**28. PARTIAL INVALIDITY**

If a term, covenant or provision of this mortgage or the application thereof to any person or circumstances is held to be to any extent invalid or unenforceable, the parties agree that the remaining provisions, terms and covenants of this mortgage or the application thereof to any person or circumstances shall not be considered to be invalid, abrogated or affected and shall remain enforceable according to the terms thereof.

**29. CORPORATIONS WAIVE PROVISIONS OF THE LIMITATIONS OF CIVIL RIGHTS ACT AND THE LAND CONTRACTS (ACTIONS) ACT**

The following paragraph applies only if the Mortgagor is a corporate body, in which case the Mortgagor also covenants and agrees with the Mortgagee: (a) That The Land Contracts (Actions) Act of the Province of Saskatchewan shall have no application to any action, as defined in The Land Contracts (Actions) Act, aforesaid, with respect to this mortgage; and (b) That The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this mortgage, any charge or other security for the payment of money made, given or created by this mortgage, or any agreement renewing or extending this mortgage and shall in no way limit the rights, powers or remedies of the Mortgagee granted hereunder.

**30. MORTGAGOR MORTGAGES LAND**

And for the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and interest and other charges and money hereby secured, the Mortgagor hereby mortgages to the Mortgagee its estate and interest in the said lands.

**31. REDUCED INTEREST RATE**

Notwithstanding anything in this mortgage contained, the Mortgagee may forgive to the Mortgagor the payment of interest on the money hereby secured and then outstanding, at the full rate thereof and instead charge to the Mortgagor a reduced rate of interest. Any such forgiveness of interest so payable shall not prejudice or affect any right or remedy that the Mortgagee may have pursuant to this mortgage except for the interest so forgiven.

**32. HEADINGS**

The descriptive headings of this mortgage are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

**33. MORTGAGE SECURING REVOLVING OR CYCLICAL CREDIT AGREEMENT**

Where this mortgage secures Revolving Line of Credit or Cyclical (Quick Loan) credit agreements, the Mortgagor acknowledges and agrees: (a) that the mortgage shall be a continuing security for the payment of all amounts advanced including interest, costs, charges and expenses which may become due and payable under the terms of the mortgage, notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again; and (b) for the purposes of priority of advances as provided under The Land Titles Act, 2000 such credit agreements are and shall be considered revolving line of credit arrangements up to a specific principal sum.

**34. DEEMED RE-INVESTMENT**

The Deemed Reinvestment Principle shall not apply to the calculation and payment of interest under this mortgage. The nominal rate method of interest calculation shall apply. It is

understood and agreed that the Mortgagee shall not be deemed to reinvest any interest from time to time received by the Mortgagee hereunder.

**35. RE-ADVANCES**

When not in default, the Mortgagor may request, and the Mortgagee may, in its absolute and sole discretion, re-advance any principal portion of the within mortgage loan which has been repaid by the Mortgagor to the Mortgagee, but only to the extent that the principal balance outstanding after such re-advance shall not exceed the amount of the original principal sum secured. The Mortgagor agrees that notwithstanding that the mortgage may be reduced and re-advances made, this mortgage secures all sums ultimately due and owing by the mortgagor to the Mortgagee in respect of this mortgage, including any re-advancement of principal monies made by the Mortgagee to the Mortgagor at any time. No change to the terms of repayment, the obligations of the Mortgagor, or the manner of payment or the amount of interest shall operate as a release or discharge of this mortgage.

**36. HAZARDOUS SUBSTANCES**

The Mortgagor hereby covenants and represents that the mortgaged premises (or any part thereof) does not contain urea formaldehyde (foam insulation), asbestos, P.C.B.s, radioactive materials or substances determined to be injurious to human life or health (hereinafter referred to as "Hazardous Substances") nor any such Hazardous Substances contained in the soil of the mortgage premises nor shall any such Hazardous Substances be used in the construction or any improvements on the mortgage premises. The presence of any such Hazardous Substances will be considered as an act of default by the Mortgagor under this mortgage and the Mortgagor shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of, or attributable to the presence on, under or about the mortgaged premises of any Hazardous Substances and such liability shall survive foreclosure or payment of this mortgage or any debt arising thereunder and any other exercise by the Mortgagee of any remedies available to it against the Mortgagor or the Guarantors.

**37. CROSS-DEFAULT**

If the Mortgagor defaults in observance or performance of any of the covenants, terms provisos or conditions in any mortgage to which this Mortgage is subject, or to which this Mortgage is in priority, or defaults under any additional security or collateral security relating to the said mortgaged premises, or defaults under any other loan made by the Mortgagee to the Mortgagor, then in such event the principal sum hereby secured shall, at the exclusive option of the Mortgagee, forthwith become due and payable, and all of the powers of the Mortgagee under this mortgage in the event of default may be exercised. Further, the mortgagor covenants and agrees that default under any instrument given as additional or collateral security to and for the repayment of the monies secured by this mortgage shall constitute default hereunder and shall entitle the Mortgagee to exercise any or all of the rights and remedies available to it and provided for in the event of default hereunder.

**38. MORTGAGE INCORPORATES OFFER TO FINANCE**

The terms and conditions contained in an Offer to Finance made by the Mortgagee to the Mortgagor together with such other amendments as may be agreed to between the Mortgagor and the Mortgagee from time to time are incorporated into and form part of this mortgage. Any default by the Mortgagor in the performance of any of the covenants, terms and conditions of the Offer to Finance shall constitute a default under this mortgage.

**39. PRIVACY**

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

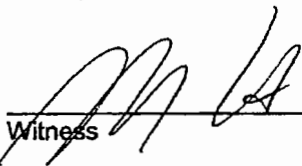
**40. ADDITIONAL TERMS AND CONDITIONS**

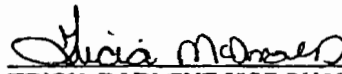

The additional terms and conditions set forth in the attached Schedule shall form part of and are incorporated into this mortgage.

IN WITNESS WHEREOF the Mortgagor has hereunto signed, sealed and delivered this mortgage this 29 day of October, 2007, at Lloydminster, Alberta.

Signature of Mortgagor(s)

in the presence of:

  
Witness

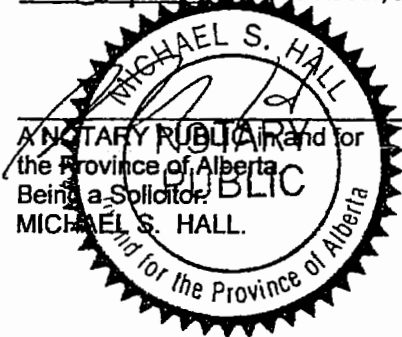
  
TRICIA DARLENE MCDONALD 

**HOMESTEAD AFFIDAVIT**

I, **TRICIA DARLENE MCDONALD**, of Lloydminster, in the Province of Saskatchewan, **MAKE OATH AND SAY THAT:**

1. I am the mortgagor.
2. I have no spouse.

SWORN BEFORE me at the City of  
Lloydminster in the Province of Alberta, this  
29 day of October, 2007.



)  
)  
)  
)  
)  
)  
Tricia McDonald  
**TRICIA DARLENE MCDONALD**

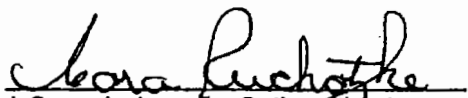
CANADA )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: )

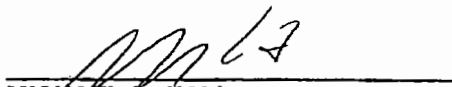
**AFFIDAVIT OF EXECUTION**

I, **MICHAEL S. HALL**, of Lloydminster, in the Province of Alberta, Solicitor **MAKE OATH AND SAY:**

- 1. That I was personally present and did see TRICIA DARLENE MCDONALD named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- 2. That the same was executed at the City of Lloydminster, in the Province of Alberta, and that I am the subscribing witness thereto.
- 3. That I know the said party and the said party is in my belief of the full age of eighteen years or more.

SWORN BEFORE me at the City of  
Lloydminster in the Province of Alberta, this  
29 day of October, 2007.

  
A Commissioner for Oaths without  
the Province of Saskatchewan.  
My Commission Expires April 30, 2012  
Cora E. Ruchotzke

  
MICHAEL S. HALL

## Prepayment Schedule

### SIMPLICITY Mortgage

This Schedule forms part of Mortgage

between Tricia Darlene McDonald as Mortgagor(s),  
and Synergy Credit Union Ltd. ("Credit Union") as Mortgagee, dated the 29 day of  
October, 2007, (the "Mortgage").

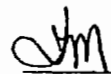
When not in default of any of the terms, covenants, conditions or provisions of the mortgage, the Mortgagor(s) shall have the privilege of:

- a) Once in each twelve month period from the anniversary date, prepay on account of principal a sum not more than (20%) per cent of the original amount hereunder, without notice or bonus. This privilege is not cumulative from year to year and shall not apply in the event the Mortgagor wishes to prepay the Mortgage in full, renegotiate the interest rate, or where the Mortgagor wishes to prepay more than the percentage specified herein, in which case paragraph (b) shall apply;

The foregoing prepayment privilege shall not apply when:

- i) the mortgage is being paid out in full; OR
  - ii) within any anniversary year, any portion of a payment is in excess of 20% of the original principal amount
- b) Prepaying the whole or any part of the principal amount then outstanding or renegotiate the interest rate, without notice, on payment of an amount equal to the greater of:
1. Three months interest at the mortgage rate on the amount so paid; OR
  2. An amount equivalent to the loss of interest (otherwise known as the "Interest Differential"), if any, for the remainder of the term, calculated on the Mortgage balance then outstanding and computed as the amount of interest payable on the amount so paid calculated at the Mortgage rate for the remainder of the term less an amount of interest which would be payable for the same period, calculated according to the Mortgagee's rate then in effect for new mortgages of a similar type with term equal to the next shorter term than the remaining term of the existing Mortgage.

***Notwithstanding any prepayment on account of principal, the regular installments due under the Mortgage shall continue to be payable on each regular payment date, if any monies remain unpaid after the prepayment.***



## SCHEDULE OF ADDITIONAL TERMS – CMHC MORTGAGES

This Schedule forms part of the Mortgage between Tricia Darlene McDonald as Mortgagor, and SYNERGY CREDIT UNION LTD. ("Credit Union") as Mortgagee, dated the 29 day of October, 2007, (the "Mortgage")

In addition to the terms and covenants set forth in the Mortgage, the Mortgagor hereby covenants and agrees with the Mortgagee as follows:

### Construction

The Mortgagor will construct a building or buildings and other improvements on the said lands in accordance with plans and specifications which have been or are hereafter approved by Canada Mortgage and Housing Corporation and by the Mortgagee and will carry on diligently to completion the construction of the said building, buildings and other improvements.

### Insurance

The Mortgagor (including his heirs, executors, administrators, successors or assigns) shall, during the continuance of the mortgage, at its sole cost and expense, take out and keep in full force and effect, insurance in an amount of not less than one hundred percent (100%) of the full replacement cost thereof, with coverage against, at least the perils of fire, and standard extended coverage, on each and every building on the mortgaged premises and which may hereafter be erected thereon, both during erection and thereafter. Each policy of insurance shall provide that loss, if any, shall be payable to the Mortgagee as its interest may appear and shall contain the standard mortgage clause approved by the Mortgagee. The Mortgagor agrees that certificates of insurance or, if required by the Mortgagee, certified copies of each such insurance policy, will be delivered to the Mortgagee as soon as practicable after the placing of the required insurance. All such policies shall contain an undertaking by the insurers to notify the Mortgagee in writing, not less than fifteen (15) days prior to any material change, cancellation, failure to renew, or termination thereof. If the Mortgagor fails to take out or to keep in force any such insurance, or should any such insurance not be approved by the Mortgagee, and should the Mortgagor not rectify the situation within fifteen days after written notice by the Mortgagee to the Mortgagor, the Mortgagee has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost and expense of the Mortgagor and all outlays by the Mortgagee, without prejudice to any other rights or remedies of the Mortgagee under this mortgage. If the Mortgagee is obligated to pay any premiums or sums of money for insurance for the premises or any part thereof, the amount of such payment shall be added to the debt secured by the mortgage and shall bear interest at the same rate applicable to principal as set out in the mortgage from the time of such payments and shall be payable at the time appointed for the next ensuing paying of interest on the said debt. On the happening of all loss or damage, the Mortgagor shall furnish at his own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and the production of the mortgage shall be sufficient authority for the said insurance company to pay any such loss to the Mortgagee. Any insurance monies received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the mortgaged premises or be paid to the Mortgagor or any other persons appearing by the registered title to be or to have been the owner of the mortgaged premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part of the mortgage debt or any part thereof whether due or not then due.

### Insurance - Condominium (if applicable)

If the mortgaged premises are part of a Condominium Corporation, the insurance provisions set out under the heading "Insurance" above will not apply. Rather, the following will apply to the mortgage:

The Mortgagor (including his heirs, executors, administrators, successors, or assigns) or the Condominium Corporation both shall, and during the continuance of the mortgage, at its sole cost and expense, take out and keep in full force and effect, insurance in an amount of not less than one hundred percent (100%) of the replacement cost thereof, with coverage against, at least the perils of fire and standard extended coverage on each and every building on the mortgaged premises and which may hereafter be erected thereon, both during erection and thereafter. Each policy of insurance shall provide



that loss, if any, shall be payable to the Mortgagee as its interest may appear and shall contain the standard mortgage clause approved by the Mortgagee. The Mortgagor and Condominium Corporation will assign, transfer and deliver to the Mortgagee, certificates of insurance or, if required by the Mortgagee, certified copies of each such insurance policy, as soon as practicable after the placing of the required insurance. All such policies shall contain an undertaking by the insurers to notify the Mortgagee in writing not less than fifteen (15) days prior to any material change, cancellation, failure to renew, or termination thereof. If the Mortgagor fails to take out or to keep in force any such insurance, or should any such insurance not be approved by the Mortgagee, and should the Mortgagor not rectify the situation within fifteen days after written notice by the Mortgagee to the Mortgagor, the Mortgagee has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost and expense of the Mortgagor and all outlays by the Mortgagee, without prejudice to any other rights or remedies of the Mortgagee under this mortgage. If the Mortgagee is obligated to pay any premiums or sums of money for insurance for the premises or any part thereof the amount of such payment shall be added to the debt secured by the mortgage and shall bear interest at the same rate applicable to principal as set out in the mortgage from the time of such payments and shall be payable at the time appointed for the next ensuing paying of interest on the said debt. On the happening of any loss or damage, the Mortgagor or the Condominium Corporation or both shall comply fully with the terms of the policy, or policies, of insurance and without limiting the generality of the obligations of the Mortgagor to observe and perform all the duties and obligations imposed on him by the Condominium Act and the Declaration and By-laws of the Condominium Corporation as hereinafter provided, shall comply with the insurance provisions of the Declaration; and the Mortgagor as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation of the aforementioned covenants.

#### **Inspection**

The Mortgagee or agent of the Mortgagee or agent of Canada Mortgage and Housing Corporation (hereinafter called "CMHC"), may, at any time, before and after default, and for any purpose deemed necessary by the Mortgagee or CMHC, enter upon the said lands to inspect the lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Mortgagee or CMHC (or their respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Mortgagee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Mortgagor forthwith and shall be a mortgage upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Mortgagee, CMHC or their respective agents to be in possession, management or control of the said lands and buildings.

#### **Mortgage Pursuant to the NHA**

This mortgage is made pursuant to the National Housing Act.

#### **Definition of Interest Adjustment Date**

The definition of the Interest Adjustment Date (IAD) as mentioned in Section 36(1) of the National Housing Loan Regulations will apply to all NHA insured loans.

Refer to II 0304-09 for CMHC policy on IAD.



## SCHEDULE OF ADDITIONAL TERMS - CONDOMINIUM TERMS

This Schedule forms part of the Mortgage between Tricia Darlene McDonald and \_\_\_\_\_ as Mortgagor, and Synergy Credit Union Ltd. ("Credit Union"), as Mortgagee, dated the 29 day of October, 2007, (the "Mortgage"):

Where the Mortgaged Property is a condominium, the Mortgagor hereby covenants and agrees with the Mortgagee as follows:

1. To observe and perform each and every one of the covenants and provisions required to be observed and performed under or pursuant to the terms of this Mortgage and of *The Condominium Property Act, 1993* of Saskatchewan, and all amendments thereto, and any legislation passed in substitution thereof and the bylaws of the Condominium Corporation of which the Mortgagor is a member by virtue of ownership of the condominium unit being charged by this Mortgage (herein sometimes called the Condominium Corporation) and any amendments thereto; without limiting the generality of the foregoing;
2. To pay promptly when due any and all unpaid assessments, installments or payments due to the Condominium Corporation by an owner of a Condominium Unit;
3. Where the Mortgagor defaults in the obligation to contribute to the administrative expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, installment or payment due to the Condominium Corporation or upon breach of any covenant or provisions hereinbefore in this clause contained, regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, may at its option and without notice to the Mortgagor:
  1. pay such expenses or levies and add any such payments to the principal and such amounts shall bear interest at the then applicable rate of the mortgage; or
  2. deem such default to be default under the terms of this Mortgage and proceed to exercise its rights herein;
4. The Mortgagor further agrees as follows:
  - a. the Mortgagee has the right to collect the Mortgagor's contribution to the common expenses fund and reserve fund and shall promptly pay any amount collected to the Corporation on behalf of the Mortgagor;
  - b. the Mortgagor's default in the obligation to contribute to the common expenses fund and reserve fund constitutes default under the mortgage;
  - c. the Mortgagee has the right to pay:



- i. the amounts of the Mortgagor's contribution to the common expense fund and reserve fund that become due and are unpaid with respect to the mortgaged premise; and
    - ii. all interest owing and all reasonable legal costs and reasonable expenses that the Corporation incurs in connection with the collection or attempted collection of the amounts described in clause (i), including, if applicable:
      - (1) the costs of preparing and registering an interest pursuant to section 63 of *The Condominium Property Act, 1993*;
      - (2) the costs of preparing and registering a discharge of the interest registered pursuant to section 63 of *The Condominium Property Act, 1993*;
  - d. the Mortgagee may add the following amounts to the debt secured by the mortgage, and the amounts are subject to interest at the rate payable on the mortgage:
    - i. any amount paid by the Mortgagee pursuant to clause (c);
    - ii. any interest, reasonable costs, charges and expenses incurred with respect to any amount paid by the Mortgagee pursuant to clause (c); and
  - e. if the Mortgagor fails to fully reimburse the Mortgagee after a demand for payment has been made, the mortgage becomes immediately due and payable at the option of the Mortgagee.
5. Upon default herein and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to the Mortgagee or arising under this provision;
6. To transmit to the Mortgagee evidence satisfactory to the Mortgagee that the unit and the balance of the building(s) on the property are insured by the Condominium Corporation as required under *The Condominium Property Act, 1993* to effect such additional insurance as may be required by the Mortgagee to cover damage to the unit, or improvements to the unit, and on the happening of any loss or damage to furnish and supply all necessary proofs and do all necessary acts to enable the Corporation or its Insurance Trustee to obtain payment of the insurance monies with respect to the building, or to enable the Mortgagee to obtain payment with respect to the unit, and to observe and perform all other provisions regarding insurance as contained in the mortgage; any insurance money received by the Corporation shall be applied in rebuilding, reinstating or repairing the building or buildings on the property of which the unit forms a part; provided that, if such building or buildings on the property of which the unit forms a part; provided that, if such building or buildings are not to be rebuilt, reinstated or repaired, the said monies shall be applied on the mortgage debt or any part thereof, whether due or not then due; any monies payable for damage to the unit shall be paid to the Mortgagee or applied to rebuild or repair the unit, at the option of the Mortgagee;

7. The voting rights of the Mortgagor as owner are exercisable by the Mortgagee on written notice to the Corporation as provided by *The Condominium Property Act, 1993* and any amendments thereto, and to the extent that it may be necessary, the Mortgagor hereby irrevocably assigns all voting rights to the Mortgagee, provided until the Mortgagee gives written notice of its Mortgage to the Corporation, the Mortgagor may exercise the voting rights. It is also understood that nothing herein contained, including the exercise of any voting rights by the Mortgagee, shall render the Mortgagee a Mortgagee in possession.

**Notice of Mortgage Renewal and Disclosure Statement**

Synergy Credit Union Ltd.  
(the "Credit Union")

Mortgage Loan # 800201447614

To: Borrower/Mortgagor(s)

Maturity Date July 23, 2015

TRICIA D MCDONALD (131)  
Name

Name

Name

Name

Address:


308-4B11 47 AVE

Guarantor(s)

LLOYDMINSTER, SK S9V 0T9

Co-covenantor(s)

This is Exhibit "B" referred to in the Affidavit of Patty Wang, sworn before me this 22 day of December, 2016

  
A Commissioner for Oaths in and for the Province of Saskatchewan

**This Notice of Mortgage Renewal and Disclosure Statement sets out the terms for the renewal of your associated cost of borrowing. Please keep a copy of this document for future reference.**

My commission expires **Tamy Ramsay**  
**A Commissioner for Oaths**  
**for Saskatchewan.**

The term of your mortgage loan expires on the Maturity Date and at that time your loan will be payable in full. However, **My commission expires: September 30, 2017** to renew your loan for a further term on the terms and conditions contained in this Notice.

The renewal terms are included as a Schedule with this Notice. Where more than one option is offered, each option is identified on a separate Schedule for you to choose one. If you wish to renew your mortgage on these terms, please return one copy to the Credit Union by the Maturity Date with your choice of renewal option selected. All mortgagors and any co-covenantors or guarantors must sign where indicated.

1. **EFFECTIVE DATE OF RENEWAL:** July 23, 2015

2. **OUTSTANDING BALANCE AT RENEWAL:** \$ 181,015.57 (principal and interest).  
The Outstanding Balance at Renewal assumes all scheduled payments are made up to and including the Maturity Date. If all payments are not made the Outstanding Balance at Renewal will change and the Credit Union may refuse to renew your mortgage loan.

3. **FEES AND CHARGES:**  
You are responsible for paying all fees and charges payable in connection with the renewal. By law only certain fees and charges are included in the Total of Cost of Credit and APR.

Fees and Charges	Amount	Included in Total Cost of Credit and APR	Financed Amount
Credit Union Admin. / Renewal Fee			
Credit Union Skip A Payment Fee			
Credit Union Discharge Fee			
Credit Union Assignment Fee	\$ 250.00		
Other			
<b>Total Fees</b>		\$ -	\$ -

Credit Union fee amounts indicated are effective as of the date of disclosure and are subject to change at any time.

4. **TERM OF THE RENEWAL AND AMORTIZATION:**  
The term is the period between the effective date of renewal and the date when full payment of the loan is due. Where the loan is on demand there is no fixed term for the loan.

The term for the renewal may be different depending upon the Option selected. The applicable term is specified in each Option.

Amortization is the time it would take to pay off your loan in full, based on the regular payments and the initial interest rate set out in this Statement

5. **INTEREST RATE:**

Each Option identifies an applicable annual interest rate. The interest rate is either fixed or floating. When the interest is fixed it stays constant for the term of the renewal chosen. When it is floating it varies according to changes in the Credit Union Prime Rate.

"Credit Union Prime Rate" means the floating annual rate of interest established from time to time by the Credit Union as the base rate it will use to determine rates of interest on its Canadian Dollar loans which are payable at Credit Union Prime Rate. A change in the Credit Union Prime Rate will change the interest on your loan in the same manner.

Interest continues to accrue daily on the outstanding balance of the loan.

If a payment is skipped, missed or late, unpaid interest may be added to the principal amount of the loan and interest will be charged on the total amount at this rate of interest.

6. **PAYMENTS:**

For Fixed Term renewals with scheduled payments the loan is being repaid by the fixed installments of principal and interest until the end of the term selected.

For Demand renewals the principal amount of the loan and any accrued interest is due at any time upon the demand of the Credit Union. Where the renewal is specified as Demand with suggested payments you will be required to make payments of principal and interest or interest only until Demand or the date specified in the credit agreement.

As between interest and principal, payments will be applied: first to interest and second to principal

You may be required to make payments into a tax account as part of your regular payments. If there is a change to the amount of the taxes your payment may change. Payments into the tax account are not included when calculating the Total Cost of Credit and APR. If you are on a balance method of tax payments the payments will be applied to reduce the outstanding balance of the loan as and when received. When taxes are due the Credit Union will make an advance under the mortgage to pay the applicable taxes and add the advance to the outstanding balance of the loan.

7. **TOTAL OF ALL PAYMENTS:**

The total of all payments is the total amount of all principal and interest payments for the term plus any payments for fees, charges or insurance which are included in the Total Cost of Credit. For Floating Rate loans the total of all payments is an estimate based on the initial interest rate.

8. **TOTAL COST OF CREDIT:**

Total Cost of Credit is the difference between advances made to you or on your behalf and the Total of All Payments made by you. It takes into account interest and any fees and charges that are to be included in the Total Cost of Credit for the Term less any cash back amount and Fees and Charges Paid By the Credit Union. Where your loan does not have scheduled principal payments, the Total Cost of Credit calculation assumes the principal is repaid by one single payment one year after the Effective Date. Where your loan is payable on demand with suggested payments until a date specified in the credit agreement, that date is considered the end of the term for the purpose of calculating the Total Cost of Credit.

9. **APR:**

The APR is the Total Cost of Credit expressed as an annual percentage.

10. **PREPAYMENT CONDITIONS AND CHARGES:**

Each Option indicates whether the term is Open or Closed.

If it is Open you are entitled to prepay your entire loan at any time during the term without additional charge or penalty. You may make a partial prepayment without penalty on any scheduled payment date or at least monthly.

If it is Closed then when your loan is not in default you may prepay all or part of your loan before the end of the term upon the terms and conditions set out in the schedule.

11. **SKIP A PAYMENT (complete if applicable)**

So long as you meet any qualifying and notice requirements as specified by the Credit Union you may be allowed to skip a regular payment on your loan. The unpaid amount resulting from the skipped payment will be handled as follows:

N/A

12. **ELECTRONIC STATEMENTS (complete if applicable)**

You request the Credit Union deliver, and You consent to receive, periodic statements relating to Your loans electronically, via internet banking only, in which case You understand and agree that statements will be accessible via internet banking only.

13. **OTHER TERMS AND CONDITIONS FOR THE RENEWAL:**

(a) Any renewal fees are due upon the renewal of your mortgage.

(b) All terms of the Mortgage continue to apply except those that are changed by this Notice. This Agreement is a mortgage extension agreement only and not a new Mortgage or a substitution or novation to the Mortgage.

(c) The nominal rate method of interest calculation applies to your mortgage loan, meaning the Credit Union is not deemed to reinvest any interest that it receives from time to time to reduce the applicable interest rate under your Mortgage.

(d) Where you choose a floating rate of interest the Credit Union may adjust your payments, including any automatic debits, on notice to you to reflect any changes in the Credit Union Prime Rate of Interest from time to time.

(e) Should the Mortgage rate decline at the Maturity Date, you will be given the benefit of the lower rate so long as this Agreement is signed and returned to us by the Maturity Date. In that event, we will advise you of the change in payments because of the decline in the interest rate applicable. A revised Notice of Mortgage Renewal and Disclosure Statement will be sent to you with the new payment terms.

- (f) If this Agreement is not returned to our office by the Effective Date of Renewal or is returned with no option selected, your loan will become immediately due and payable in full. However, if you have previously agreed, the Credit Union may, at its option, extend the loan for an equivalent term to the term that most recently expired at the current rate of interest applicable to such term, and all other terms of the loan and mortgage will continue to apply except those that are changed by this Notice. In the event the Credit Union elects to extend the term as allowed in this provision, the renewal terms are those indicated in Option \_\_\_\_\_
- (g) If upon the expiry of the new Maturity Date of this or any future renewal you do not sign a further renewal agreement with the Credit Union, you agree the Credit Union may, at its option, extend the term of your loan a further term equivalent to the term that most recently expired at the current rate of interest applicable to such term. The Credit union will advise you of the rate, term and payment amount.
- (h) This Agreement should be read with the original Mortgage and is treated as part of the Mortgage. Where terms are changed by this Notice, the Mortgage is considered to be amended as per those terms. For the purposes of section 10 of the Interest Act the date of the Mortgage shall be deemed to be the Effective Date of Renewal.
- (i) Nothing in this Notice is intended to create any merger or discharge or release the Mortgage or alter or affect the rights of the Credit Union against any guarantor or co-covenantor or against anyone claiming an interest in the mortgaged land.
- (j) Any default and payment as agreed in the Option selected under this Agreement is deemed to be a default under the Mortgage. Upon such default, at the option of the Credit Union, the entire loan is immediately due and payable.
- (k) You agree the Credit Union may debit any of your accounts for the Mortgage payment and every payment is your ongoing acknowledgement of the Mortgage debt.
- (l) This Notice is binding on the Mortgagor, and any co-covenantor or guarantor, and each of their executors, administrators, successors in title and assigns and will continue for the benefit of the Credit Union and the Credit Union's successors and assigns.
- (m) This Notice is intended to be written in a plain language easy-read format. When words or expressions of a general nature are used, it is intended that they be comprehensive, unless the context clearly dictates otherwise.

**14. YOUR SIGNATURE:**

Your signature on this Notice means:

- (a) You agree to the terms and conditions for renewal;
- (b) You have received notice of the cost of borrowing;
- (c) You know the term and cost of borrowing for the Option selected.
- (d) You know the term and cost of borrowing for the Option selected;
- (e) Where there is more than one Borrower on your mortgage loan, you consent and agree to the Credit Union delivering future statements, notices or other documents required to be delivered in relation to this mortgage loan to only one Borrower.

**15. QUESTIONS:**

If you have any questions about this Notice or any of the Options offered you may contact the Credit Union during ordinary business hours by calling 1-306-825-3301 or 1-866-825-3301. Any changes to this phone number will be set out in your monthly statement of account.

**16. PRIVACY:**

Credit Union and Privacy legislation restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and customer rights please contact the Credit Union, Attention: Privacy Officer.

TRICIA D MCDONALD (131)	Date	Date
	Date	Date

**ACKNOWLEDGEMENT OF CO-COVENANTOR(S)**

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Co-covenantor.

	Date	Date
--	------	------

**ACKNOWLEDGEMENT OF GUARANTOR(S)**

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Guarantor.

	Date	Date
--	------	------

Schedule of Renewal Options

SUMMARY OF RENEWAL INFORMATION:

Mortgage Loan Number: 800201447614  
 Branch Number: 165

**Mortgage Type:**  
 Closed. Prepayment conditions and charges attached as Schedule "A"

**Interest Rate (all rates indicated are per annum):**  
 Fixed Interest Rate: 2.690%

**Term:**  
 Fixed Term: Term: 12 months Amortization: 384 months

**New Maturity Date:** July 23, 2016

**Payments:**

25	bi-weekly	payments of	\$	324.58
		1	payment of	\$ 177,723.84

**Total of All Payments:**  
 Principal and Interest: \$ 185,838.34  


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 Total of All Payments: \$ 185,838.34

**Total Cost of Credit:**

Interest:	\$ 4,822.77
	_____
	_____
Total Cost of Credit:	\$ 4,822.77
APR (Annual Percentage Rate):	2.690%

**Tax Payment:**

Where taxes are collected on your behalf by the Credit Union, your tax payment will be resulting in a Total Payment (Principal, Interest and Taxes) of

	\$ 58.80	bi-weekly
	\$ 383.38	bi-weekly

I / We choose this Option \_\_\_\_\_  
 (Initials)

**Schedule "A"**  
**Prepayment Schedule**  
**SIMPLICITY Mortgage**

When not in default of any of the terms, covenants, conditions or provisions of the mortgage, the Mortgagor(s) shall have the privilege of:

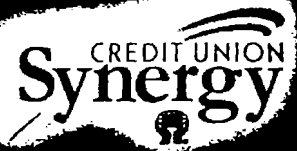
- a) Once in each twelve month period from the anniversary date, prepay on account of principal a sum not more than (20%) per cent of the original amount hereunder, without notice or bonus. This privilege is not cumulative from year to year and shall not apply in the event the Mortgagor wishes to prepay the Mortgage in full, renegotiate the interest rate, or where the Mortgagor wishes to prepay more than the percentage specified herein, in which case paragraph (b) shall apply;

The foregoing prepayment privilege shall not apply when:

- i) the mortgage is being paid out in full; OR
  - ii) within any anniversary year, any portion of a payment is in excess of 20% of the original principal amount
- b) Prepaying the whole or any part of the principal amount then outstanding or renegotiate the interest rate, without notice, on payment of an amount equal to the greater of:
1. Three months interest at the mortgage rate on the amount so paid; OR
  2. An amount equivalent to the loss of interest (otherwise known as the "Interest Differential"), if any, for the remainder of the term, calculated on the Mortgage balance then outstanding and computed as the amount of interest payable on the amount so paid calculated at the Mortgage rate for the remainder of the term less an amount of interest which would be payable for the same period, calculated according to the Mortgagee's rate then in effect for new mortgages of a similar type with term equal to the next shorter term than the remaining term of the existing Mortgage.

***Notwithstanding any prepayment on account of principal, the regular installments due under the Mortgage shall continue to be payable on each regular payment date, if any monies remain unpaid after the prepayment.***





May 25, 2015

TRICIA D. MCDONALD  
303-4811 47 AVE  
LLOYDMINSTER, SK S9V 0T9

**RE: Important Notice – the term of your mortgage will be up for renewal soon**

Thank you for choosing Synergy Credit Union for your mortgage. Your business is important to us. As such, we want to be proactive in letting you know your mortgage is up for renewal soon. As a valued member-owner at Synergy, we wanted to contact you ahead of time to allow you some time to consider your options and determine what's best for you.

***After the term of your mortgage expires, here are some of your options:***

1. You can repay your mortgage in full;  
OR
2. You can renew or extend the repayment terms of your mortgage. If you choose to renew your mortgage, your information is based on your current term (which is indicated in the attached documentation for your reference). As a valued member-owner of Synergy, your renewal will be completed on your behalf, free of charge.

***You can complete one of the above options in a couple simple and convenient steps:***

- A. **If you would like to repay your mortgage in full**, please contact us to make arrangements (and congrats on being debt-free!);
- B. **If you would like to renew the term of your mortgage as per the attached document, you do not need to take any further actions.** Your mortgage will automatically renew to the conditions listed in the attached document. Please retain the attached current documentation for your records and reference. With the renewal option, your next payment will start on the first payment date after your current term expires;
- C. **If you are unsure of your options, your circumstances have changed or if you need advice on what's best for your situation, one of our experts would be pleased to assist you.** We have a wide variety of competitive mortgage options to meet your needs if you want to discuss.

For more information, we invite you to call us toll-free at 1.866.825.3301, chat with us live on our website, or visit your nearest local Synergy branch. We're here to help.

Your local financial experts,

Synergy Credit Union

**Together, we will.**

1.866.825.3301

[www.synergycu.ca](http://www.synergycu.ca)

Loren E. Politeski, Q.C.  
 Myron E. Strilchuk  
 Derek G. Milen (Retired)  
 Scott A. Polischuk  
 Mel D. Wells

**Politeski Strilchuk Milen**  
 L A W Y E R S

Todd R. Kirkpatrick  
 Harvey J. Benfield  
 Jeffrey D. Kerr  
 Hughman C. Laitose  
 Robashnee Gowender

Our File No.: 21756-49 JKPC

April 4, 2017

By fax to: (306) 446-7737

**Local Registrar**  
 Court of Queen's Bench  
 Judicial Centre of Battleford  
 PO Box 340; 291 - 23 Street W.  
 Battleford, SK S0M 0E0

Attention: Clerk of the Court

Dear Madam:

**Re: Synergy Credit Union Ltd. v. Tricia McDonald**  
**QBG 290/16**

wish to withdraw our application set for April 13, 2017, as the matter has been settled.

Yours truly,

**Politeski Strilchuk Milen**

*L. Lorenz*

(in the absence of)

Per: Jeffrey D. Kerr

JDK/nl

cc: via email to [d.gillanders@rslaw.com](mailto:d.gillanders@rslaw.com)  
 Robertson Stromberg LLP  
 Attention: Dustin Gillanders



5009 - 47 Street, Lloydminster, AB T9V 0E8  
 Mailing Address: PO Box 20, Lloydminster, SK S9V 0X9

Phone: (780) 875-2288

Fax: (780) 875-3479

e-mail: [jeff@psmlaw.ca](mailto:jeff@psmlaw.ca)  
 assistant: [loretta@psmlaw.ca](mailto:loretta@psmlaw.ca)

Members of the Alberta and Saskatchewan Bars