

Good afternoon Ms. McDonald,

There is one more outstanding item from your file which is a copy of your complaint from October 2016.

Synergy CU did not have a copy of this complaint on hand as it was with our solicitor. Attached is a copy from our solicitor of your complaint along with the Synergy response to this complaint that was sent to your solicitor on November 29, 2016. You would have received a copy of this letter from your solicitor, as well I have confirmed we provided a copy in your initial Access to Information request in 'Tab 8' from our solicitor on January 16, 2020.

I would also like to confirm that while your original Human Rights Commission complaint was provided by our solicitor to you on September 11, no other documents from our former solicitor are producible and your access to these documents has been refused based on section 3(a) of PIPEDA as it falls under solicitor client privilege and litigation privilege.

Section 3(a) of PIPEDA:

- **When access may be refused**

- **(3)** Despite the note that accompanies clause 4.9 of Schedule 1, an organization is not required to give access to personal information only if
 - **(a)** the information is protected by solicitor-client privilege or the professional secrecy of advocates and notaries or by litigation privilege;

Should you wish to have this matter reviewed by the Privacy Commissioner for Canada, you may contact them as follows:

Office of the Privacy Commissioner of Canada
30 Victoria Street
Gatineau, Québec
K1A 1H3

Toll-free: 1-800-282-1376
Phone: 819-994-5444

Thank you,
Privacy Officer
Synergy Credit Union

Complaint Form



Contact Information

Name:

Mailing Address:

City/Town: Province: Postal Code:

Home Phone: Work Phone: Email:

Credit Union Information

Name of credit union: Branch:

Complaint Information

Your complaint concerns:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> Account | <input checked="" type="checkbox"/> Loan or Mortgage |
| <input type="checkbox"/> Debit Card | <input type="checkbox"/> Quality of Service |
| <input type="checkbox"/> Privacy | <input checked="" type="checkbox"/> Other (please specify) <u>Ministry of Justice, documentation</u> |

Your account number (if applicable):

Details about your complaint

Provide a brief description of your complaint. Write down the events leading to it in the order in which they happened. Include specific dates, times, individuals you dealt with and the actions you took. (Attach additional sheets as required.)

My complaint is that a notice of intention has been submitted by Synergy Credit Union to the court of queen's bench stating arrears on mortgage number 800201447614, while in fact the mortgage is not, nor ever has been in arrears.

October 18th, 2016, approx 2:30 PM, I spoke with the office of the Ministry of Justice in regards to a letter of notice of arrears. They stated Synergy Credit Union filed documentation received at their office October 7th, 2016 and that the last mortgage payment received for mortgage number 800201447614 was Sept 16th, 2016. I was advised by the Ministry of Justice that I must prove to Synergy Credit Union, that payments have been made and kept current including Sept 30th, 2016 and Oct 14th, 2016. Please see the attached documentation, proof payments are being made to date and that there is not, nor ever has been a delinquency. Included is a time line of events and in the order in which they happened and occurred starting Sept 21, 2016.

Please attach copies of your account statements and/or financial agreement (if applicable) and any copies of correspondence or other material that may be of assistance. Please remember – you should not submit originals if you are filing a complaint.

What would you like to see done? What is your proposed solution?

What I would like to see done, is that the board be provided full disclosure of events and actions of Synergy Credit Union staff and without exception including Glenn Stang, from March 24th, 2014, to current date in regards to account #100001447614. I propose, a stay of proceedings until a full investigation is completed by the Saskatchewan Human Rights Commission. I also propose new policy be implemented so in extreme rare situations like this, the situation is reviewed and decided by the Board of Directors with "full disclosure" of all events. I believe granting such power to certain staff, without accountability to the board, can be easily abused. And I personally would never want to have this happen again to any member or any individual.

CC: Dale Beck, Ministry of Justice

Jeffrey D. Kerr, Solicitor for Synergy Credit Union Ltd

Dustin Gillanders, Robertson Stromberg

Dean Walde, Joe Larre, Neil Carruthers (Vice President), Joseph Koch, Don Wheler (President), Lorne Janzen, Dean Roberts, Rick Graff, Melanie Mari, Brent Baier, Carolyn Young, Tom Schinold.

Cory Peters, Director of Consumer Credit Division, Financial and Consumer Affairs Authority

The Honorable Gerry Ritz, Member of Parliament, Battlefords - Lloydminster
Director of Investigations, Saskatchewan Human Rights Commission

Authorization

I have asked the credit union to investigate my complaint, and I consent to the collection, use and disclosure of my personal information for the purposes of investigating the above complaint.

October 19, 2016
Date

Licia McDonald
Complainant Signature

Please return your completed and signed complaint form to:

Problem Resolution
Compliance Department
Synergy Credit Union
PO Box 798 STN MAIN
Lloydminster, SK S9V 1C1

Or e-mail your completed complaint form to: problem.resolution@synergycu.ca

Tricia Darlene McDonald VS Synergy Credit Union
Date Complaint Made: July 5th, 2016
Saskatchewan Human Rights Commission: Our File: 16-17-122

Synergy Credit Union Ltd VS Tricia Darlene McDonald
Date Complaint Made: Oct 6th, 2016
Ministry of Justice File: LC 16-920

- Proof of payment up to and including Oct 14th, 2016. (See Exhibit A)
- Aug 31, 2016 – Carol Riekman, Mediator, Saskatchewan Human Rights Commission sends a letter to Tricia Darlene McDonald and the specific representatives of Synergy Credit Union to schedule a mediation date in regards to the Saskatchewan Human Rights Commission file: 16-17-122
- Sept 20, 2016 – Carol Riekman put forward a date of Oct 12, 2016 stating the specific representatives of Synergy Credit Union has agreed to mediation. Sept 21, 2016, Carol confirmed mediation with the specific representatives of Synergy Credit Union for 9:00am the morning of Oct 12th, 2016 in there Saskatoon office.
- Oct 4th, 2016 Carol Riekman solidified that mediation is set up for Tricia Darlene McDonald VS Synergy Credit Union for October 12th, 2016. The specific representatives of Synergy Credit Union will be attending starting at 9:00am and Tricia Darlene McDonald will be attending starting at 9:30am. Mediation is to take place at: Saskatchewan Human Rights Commission, Suite 816, 122-3rd Ave N, Saskatoon, SK.
- Oct 11th, 2016 – The office of Robertson Stromberg forwards communication on to Tricia Darlene McDonald received from specific representatives of Synergy Credit Union, the correspondence is dated Oct 6th, 2016 (see exhibit B).
- Oct 12th, 2016 – both parties sign an agreement to commence mediation. The representatives of Synergy Credit Union at 9:00am and Tricia Darlene McDonald at 9:30am (See Exhibit C).
- Oct 12th, 2016 – Tricia McDonald brought forward to the Human Rights Council the letter received from the specific representatives of Synergy Credit Union; dated Oct 6th, 2016 (Credit Union representatives chose not to disclose such correspondence, Exhibit B).
- Oct 12th, 2016 – After three hours of discussion Oct 12th, 2016 it was decided to move file: 16-17-122 to a full investigation with the Saskatchewan Human Rights Commission. Parties seem to be surprised and still wonder why the representatives of Synergy Credit Union did not just cancel the meeting slated for Oct 12, 2016, on Oct 6th, 2016, which would have saved time and expenditures by all parties involved.
- Oct 18th, 2016 – Documentation received from the Ministry of Justice, (See Exhibit D). The office stated that as per the letter the mortgage is in arrears and that the last payment was received Sept 16th, 2016. It was stated to contact Synergy Credit Union with proof of payments.
- NOTE: Please refer to Exhibit E, 30 day notice of non renewal was provided June 27th, 2016 (via email). Actual Mortgage renewal date July 23rd, 2016, I believe 30 days notice would be June 23rd. In regards to the “Notice of Mortgage Renewal and Disclosure Statement, it was received August 5th, 2016. I believe that specific documentation is required to be sent out 21 days prior to the renewal date by specific financial regulations within Credit Union policy and procedures and by law.



Exhibit
A(1-3)

Account Activity

You can view your Account Activity for a specific account, or for all accounts, for a given period. You can also download the transactions in a number of popular formats. Click on **Help** for further information.

Transaction history via the Account Activity search is limited. Account history may be viewed via archived electronic statements if the E-Statements link appears under the Accounts tab.

If you are still unable to obtain the account history needed, please feel free to contact your branch for further assistance.

Member Name TRICIA D MCDONALD

Member Number 131

Account Name Residential Simplicity CMHC
802

Current Balance \$172,702.99

Interest Rate 2.690%

[More Details](#)

Maturing on 23-Jul-2016

Current Interest Term Information

Loan Payment Information

Payment Schedule \$324.58 paid bi-weekly

Next Payment Date 28-Oct-2016

Date Range: 30/08/2016 - 18/10/2016

October 18, 2016

Residential Simplicity CMHC 802

| Date | Description | Debits | Credits | Balance |
|-------------|--|--------|----------|--------------|
| 14-Oct-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$172,702.99 |
| 14-Oct-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$176.84 Loan Principal pymt -\$147.74 | | \$324.58 | \$172,778.41 |
| 30-Sep-2016 | | | \$324.58 | \$172,926.15 |

| Date | Description | Debits | Credits | Balance |
|-------------|--|--------|----------|--------------|
| | Regular Payment Transfer from 100001447614 Interest Amount -\$177.07 Loan Principal pymt -\$147.51 | | | |
| 30-Sep-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$173,073.66 |
| 16-Sep-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$177.29 Loan Principal pymt -\$147.29 | | \$324.58 | \$173,149.08 |
| 16-Sep-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$173,296.37 |
| 02-Sep-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$177.52 Loan Principal pymt -\$147.06 | | \$324.58 | \$173,371.79 |
| 02-Sep-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$173,518.85 |
| 19-Aug-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$173,594.27 |
| 19-Aug-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$177.75 Loan Principal pymt -\$146.83 | | \$324.58 | \$173,669.69 |
| 05-Aug-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$173,816.52 |
| 05-Aug-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$177.98 Loan Principal pymt -\$146.60 | | \$324.58 | \$173,891.94 |
| 22-Jul-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$178.20 Loan Principal pymt -\$146.38 | | \$324.58 | \$174,038.54 |
| 22-Jul-2016 | Principal Only Payment Transfer from | | \$75.42 | \$174,184.92 |

Exhibit
A(2-3)

| Date | Description | Debits | Credits | Balance |
|-------------|--|--------|----------|--------------|
| | 100001447614 Loan Principal pymt -\$75.42 | | | |
| 08-Jul-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$178.43 Loan Principal pymt -\$146.15 | | \$324.58 | \$174,260.34 |
| 08-Jul-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$174,406.49 |
| 24-Jun-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$178.66 Loan Principal pymt -\$145.92 | | \$324.58 | \$174,481.91 |
| 24-Jun-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$174,627.83 |
| 10-Jun-2016 | Regular Payment Transfer from 100001447614 Interest Amount -\$178.88 Loan Principal pymt -\$145.70 | | \$324.58 | \$174,703.25 |
| 10-Jun-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$174,848.95 |

Exhibit
A(3-3)

Subject: FW: Synergy Credit Union Ltd. and Tricia McDonald
From: Dustin L. Gillanders (d.gillanders@rslaw.com)
To: trish.mcdon@yahoo.ca;
Cc: a.kruger@rslaw.com;
Date: Tuesday, October 11, 2016 11:18 AM

Exhibit B
(1-2)

Hi Trish,

Please see the attached correspondence from CU. Give me a call when you would like to discuss.

Regards,

Dustin Gillanders
Lawyer

**ROBERTSON
STROMBERG**

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

Phone: (306) 933-1347
Email: d.gillanders@rslaw.com
Fax: (306) 652-2445
Visit our website: www.rslaw.com

This communication is solicitor/client privileged and contains confidential information intended only for the person(s) to whom it is addressed. Any disclosure, copying or other distribution of this communication or acting on its contents is strictly prohibited by any person other than the intended recipient. If you have received this message in error, please notify us immediately by return email or other means. Thank you.

Attachments

- image002.jpg (1.63KB)
- Ltr RS 6 Oct 16.pdf (42.87KB)

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

Politeski Strilchuk Milen
L A W Y E R S

Todd R. Kirkpatrick,
Harvey J. Seufeld,
Jeffrey D. Kerr,
Marghan C. LaRose,
Kubacki & Gownder

Our File No.: 21756-49 JKPC

October 6, 2016

Exhibit B
(2-2)

Robertson Stromberg LLP
Suite 600, 105, 21st 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

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: loretta@psmlaw.ca

Members of the Alberta and Saskatchewan Bars

SASKATCHEWAN HUMAN RIGHTS COMMISSION

Exhibit C
(1-3)

MEDIATION PROCESS

This is an agreement between Tricia Darlene McDonald of Lloydminster, Saskatchewan, and Synergy Credit Union Ltd. of Lloydminster, Saskatchewan, and Carol Riekman, SHRC Mediator.

SHRC File Number: 16-17-122

Mediation is a resolution process in which a Mediator assists parties in reaching settlement of a dispute on mutually acceptable terms ("Mediation"). The Saskatchewan Human Rights Commission recognizes mediation as a preferred method of resolving Complaints under *The Saskatchewan Human Rights Code* (the "Code").

In consideration for their respective participation in Mediation, the parties agree to mediate on the following terms:

- ✱ 1. **Good Faith and Full Disclosure** - The parties agree to act in good faith, and participate directly and sincerely in Mediation with a view to resolving the dispute. Each party agrees to fully and honestly disclose to the Mediator all information requested by the Mediator to aid in achieving a resolution. The parties agree to be respectful of each other throughout the Mediation.
2. **Role of the Mediator** - The Mediator's role is to facilitate communication between the parties to encourage early resolution. The Mediator will remain impartial and refrain from advocating for either side. The Mediator will lead and manage communication between the parties. The Complainant and Respondent understand that they share responsibility for deciding how best to achieve a resolution.
3. **Conduct of Mediation** - The Mediator will exercise discretion to determine the most effective process for resolution of the dispute. Mediation may include face-to-face meetings, communication through a shuttle process, or both.
4. **No Professional Advice** - The Mediator is not a lawyer or a decision-maker. The parties cannot rely on the Mediator or the Commission for legal, financial or tax advice. The Mediator does not make findings of fact or determine the rights and obligations of the parties. The parties acknowledge that they have been advised to seek independent legal, financial and tax advice in respect of potential settlement of the Complaint. A party's failure to obtain independent advice will not affect the enforceability of a settlement agreement achieved through Mediation.
5. **Confidentiality by Parties** - The parties agree to treat as confidential, all communications and documentation or other records disclosed within the mediation process. The parties shall not use or disclose any information obtained within Mediation

for any purpose. The parties further agree that the terms of any settlement achieved through Mediation shall be held in confidence. Nothing herein shall prevent a party from disclosing contents of Mediation where compelled to do so by law or by court order.

6. **Confidentiality by Mediator** - The Mediator will not disclose information from Mediation to an investigator conducting an investigation of the Complaint. The Mediator will disclose to Commission personnel whether a settlement has been reached and the terms of any such settlement. The Mediator may seek advice from legal counsel regarding issues arising within Mediation if the Mediator believes that obtaining such advice will assist in resolution of the dispute. Nothing herein shall prevent the Mediator from disclosing contents of Mediation where compelled to do so by law or by court order.
7. **No Recording** – The parties agree not to use any electronic device to record any part of the Mediation.
8. **Without Prejudice** – The parties agree that the contents of the Mediation will be considered without prejudice. Neither party will be able to use or rely upon any of the contents of the Mediation within the Complaint process or in any other proceeding. Nothing within this section shall prevent a party from relying upon and/or enforcing a settlement agreement achieved through Mediation.
9. **Duty to Report** - The parties acknowledge that the Mediator must report to the appropriate authorities any information received by the Mediator that, on reasonable grounds, leads the Mediator to believe that anyone's safety is in jeopardy.
10. **Publication** - The parties understand that the Chief Commissioner has the discretion to publish (in print or by electronic means) the results of any settlement under Section 28(3) of the Code. A copy of the Commission's Policy on Publicizing Settlements is available upon request.
11. **Scope and Time Frame** — Subject to any legal limits or Commission policies, the scope and time frame of the mediation process will be established by the parties with the consent of the Mediator early in the process. Mediation is intended to resolve complaints within 60 days of initial contact from the Mediator. The Complaint process will be suspended during Mediation.
12. **Commencement and Conclusion of Process** — The parties acknowledge that Mediation commenced upon initial contact with the Mediator and will continue until the parties reach a settlement agreement, or:
 - a. The Mediator decides Mediation is not proceeding in accordance with the time frame in s. 11;
 - b. The Mediator decides the matter is no longer appropriate for Mediation;

- c. The Mediator decides there is no likelihood of resolving the dispute;
- d. Either party withdraws from the Mediation process; or
- * e. There has been a breach of this agreement.

If the Mediation process ends without a settlement agreement, the Complaint will be assigned for investigation in accordance with the Code.

- 13. **Preparation of Memorandum of Agreement** – In the event that the parties reach a settlement agreement, the Mediator will prepare a Memorandum of Agreement. The parties will have an opportunity to review the draft Memorandum of Agreement and propose amendments. The Memorandum of Agreement will be deemed final and binding when it is signed by the Complainant and the Respondent and approved by the Chief Commissioner of the Saskatchewan Human Rights Commission. The purpose of the Memorandum of Agreement is to bring the Complaint to an end and prevent the Complainant from pursuing another complaint on the same grounds under the Code.
- 14. **Cannot Compel Testimony** - The Complainant and Respondent agree that the Mediator cannot be compelled to testify or provide documentary or other evidence from the mediation process within the Complaint proceeding under the Code or within any other proceeding.
- 15. **Miscellaneous Terms** – This agreement shall be interpreted pursuant to the laws of Saskatchewan. The parties agree that the courts of Saskatchewan will decide any disputes arising from this agreement. It is contemplated that this agreement will be valid if signed in counterpart. The parties' obligations under section 5 of this agreement shall continue irrespective of the settlement of the Complaint.

I hereby agree to the above terms.

Dated _____, 2015

Tricia Darlene McDonald

*Exhibit C
(3-3)*

Dated _____, 2015

Representative
Synergy Credit Union Ltd.



Exhibit D
(1-4)
Rec'd Oct 18/16

October 7, 2016

Toll Free(SK): 1-877-787-5408

Fax: 1-888-867-7776

Email – pmb@gov.sk.ca

Our File: LC 16-920

(306) 787-5408

Tricia Darlene McDonald
[redacted] 4811- 47 Avenue
Lloydminster SK S9V 0T9

Dear Madam:

Re: Notice received from Politeski Strilchuk Milen

The role of the Provincial Mediation Board is to endeavour to bring about an amicable arrangement for payment of debts. Our services are free.

The Mortgagee, Synergy Credit Union Ltd. , has notified the Board that there are arrears owing on your mortgage and that it proposes to go to court to foreclose on your mortgage. Foreclosure could mean that you lose your property. The mortgagee cannot proceed with a foreclosure action in court until 30 days after giving notice to the Board. During this time, the Board tries to help the parties reach an agreement for the payment of the arrears and avoid court action.

Enclosed is a copy of the notice dated October 6, 2016. It shows:

Arrears: \$ 173,375.56 as of September 26, 2016 ← WRANKI
Property: Condominium Parcel #161559197
Unit #19, Condo Plan No. 101880783, Extension 0

If you desire to retain your interest in this property and you propose to pay the arrears, you are strongly advised to discuss your proposal with the mortgagee's lawyer, either directly, or through your lawyer, or through this office.

If you wish, the Board will assist in negotiating a repayment plan on your behalf. You should contact us promptly and advise us of your proposal. We will present the proposal, if reasonable, to the proposed plaintiff for their consideration.

The Board can also provide you with information about the foreclosure process. Enclosed is a summary of information that you may find helpful. Please feel free to call or send an email if you wish to discuss your personal circumstances and would like assistance to make a proposal to pay the arrears.

October 7, 2016
Page 2
McDonald

Our File: LC 16-920

The plaintiff may wish to continue with legal action despite our attempt to help the parties avoid court. If you receive any notice of further action, you should act upon it immediately, since the time for you to respond may be limited.

In addition to contacting the Provincial Mediation Board, you may wish to consider credit counseling and debt consolidation services in relation to debts and financial problems. Credit Counselling Society is a not-for-profit organization that provides free credit counseling services and affordable debt consolidation. You may contact them at 1-888-527-8999 or through their website: www.nomoredebts.org.

Yours truly,



Dale Beck
Chairman
Provincial Mediation Board

DB/jd

Encl.

Exhibit D
(2-4)

Rec'd Oct 18. 16

LC 16-920

Q.B.G. No. _____ of 2016

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

RECEIVED
OCT 07 2016
PMB/OR - REGINA
Proposed Plaintiff

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

Exhibit D
(3-4)
Rec'd Oct 18/16

Date of Registration: OCTOBER 31, 2007
Instrument Number: 113376304
Land Titles Office: Information Services Corporation

Exhibit D
(4-4)
Rec'd Oct 18/16

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.

From: Jeff Kerr [mailto:jeff@psmlaw.ca]
Sent: June-27-16 9:07 AM ←
To: Dustin L. Gillanders <d.gillanders@rslaw.com>
Subject: Tricia McDonald and Synergy Credit Union

Exhibit E
(1-2)

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 forgoing in order and should you require anything further, please do not hesitate to contact me.

Thank you,

JEFFREY D. KERR

File No. *

Politeski Strilchuk Milen

Lawyers

mail:

PO Box 20

Lloydminster, SK S9V 0X9



Exhibit E
(2-2)

Account Activity

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Member Number 131

Account Name Residential Simplicity CMHC
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Current Balance \$172,702.99

Interest Rate 2.690%

More Details

Maturing on 23-Jul-2016

Current Interest Term Information

Loan Payment Information

Payment Schedule \$324.58 paid bi-weekly

Next Payment Date 28-Oct-2016

50 most recent transactions in the last 15 days

October 19, 2016

Residential Simplicity CMHC 802

| Date | Description | Debits | Credits | Balance |
|-------------|--|--------|----------|--------------|
| 14-Oct-2016 | Principal Only Payment Transfer from 100001447614 Loan Principal pymt -\$75.42 | | \$75.42 | \$172,702.99 |
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