



**SCHEDULE  
Form 14  
(section 110 of the Act)  
AMENDING AGREEMENT**

District of \_\_\_\_\_

- THIS AGREEMENT **WILL** ADD LANDS TO THE LANDS ALREADY AFFECTED BY THE MORTGAGE OR ENCUMBRANCE BEING AMENDED BY THIS INSTRUMENT
- THIS AGREEMENT **WILL NOT** ADD LANDS TO THE LANDS ALREADY AFFECTED BY THE MORTGAGE OR ENCUMBRANCE BEING AMENDED BY THIS INSTRUMENT

**1. INSTRUMENT BEING AMENDED**

Type of instrument \_\_\_\_\_

Instrument number \_\_\_\_\_

Date of registration \_\_\_\_\_

Current affected titles \_\_\_\_\_

\_\_\_\_\_

**2. NAME OF PARTIES**

OWNER OF INSTRUMENT \_\_\_\_\_

\_\_\_\_\_

being the registered owner of the mortgage or encumbrance, and

OWNER OF LAND \_\_\_\_\_

\_\_\_\_\_

being the registered owner of the land.

**3. AGREEMENT TO EXTEND**

We agree to extend the term of repayment of the balance of principal and interest  
outstanding in the amount of \_\_\_\_\_ Dollars (\$) )  
at the date hereof upon the following terms and conditions:

See schedule

**4. AGREEMENT TO AMEND**

We agree to amend the mortgage or encumbrance as follows:

See schedule

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to THE MANITOBA EVIDENCE ACT.

**5. AGREEMENT TO ADD LAND**

We agree to vary the description of the mortgaged/affected land to add to the lands already affected by the mortgage or encumbrance, the following additional land:

**LAND DESCRIPTION (new land to be added)**

See schedule

TITLE NUMBER(S)

**6. ENCUMBRANCES, LIENS AND INTERESTS**

(Set out only those interests registered prior to the instrument being amended.)

**7. SIGNATURE OF OWNER OF INSTRUMENT**

*Strike out inappropriate statement(s) and initial*

See schedule

1. I am/entitled to be an/the owner of the Mortgage/Encumbrance of the land.
2. I promise to be bound by all the terms herein.
3. I am of the full age of majority.
4. The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because:
  - a) the within land is not farm land as defined in *The Farm Lands Ownership Act*.
  - b) the interest in the farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation.
  - c) other (specify section of *The Farm Lands Ownership Act*)

Particulars:

- 5.
- 6.

<b>DATE</b>		
<b>Y</b>	<b>M</b>	<b>D</b>

Witness	Name	Signature	
Witness	Name	Signature	

Attach affidavit of subscribing witness if the witness is other than an officer as defined in subsection 72(4) of *The Real Property Act*.

**8. SIGNATURE OF OWNER OF LAND**

*Strike out inappropriate statement(s) and initial*

See schedule

1. I am/entitled to be an/the owner of the land.
2. As security for performance of all my obligations herein, I hereby mortgage/encumber to the Mortgagee/Encumbrancer my interest in the Land/Mortgage/Encumbrance of the land.
3. I promise to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the full age of majority.
6. The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because:
  - a) the within land is not farm land as defined in *The Farm Lands Ownership Act*.
  - b) the interest in the farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation.
  - c) other (specify section of *The Farm Lands Ownership Act*)
- Particulars:
7. My co-mortgagor/co-encumbrancee is my spouse or common-law partner and no other person has homestead rights in the within lands.
8. The person who has consented to this instrument is my spouse or common-law partner and no other person has homestead rights in the within lands.
- 9.
- 10.

	<b>DATE</b>
	<b>Y M D</b>
Witness                      Name                      Signature	
Witness                      Name                      Signature	

Attach affidavit of subscribing witness if the witness is other than an officer as defined in subsection 72(4) of *The Real Property Act*.

**9/10. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT**

Note: For consent by widow(er) or surviving common-law partner, see section 22 of *The Homesteads Act*.

I, the spouse or common-law partner of the Mortgagor/Encumbrancee, consent to the disposition of the homestead effected by this instrument and acknowledge that:

1.  I am the first spouse or common-law partner to acquire homestead rights in the property; or  
 A previous spouse or common-law partner of the Mortgagor/Encumbrancee acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*.
2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

	<b>DATE</b>
	<b>Y M D</b>
Name of Spouse or Common-Law Partner                      Signature of Spouse or Common-Law Partner	
Name of Witness                      Signature of Witness	

A Notary Public in and for the Province of Manitoba  
 A Commissioner for Oaths in and for the Province of Manitoba  
 My Commission expires:  
 Or other person authorized to take affidavits under *The Manitoba Evidence Act* (Specify)

**11. CONSENTS**

See schedule

I (We) \_\_\_\_\_ ; \_\_\_\_\_  
 (name) (mortgage/encumbrance number)

\_\_\_\_\_ ; \_\_\_\_\_  
 (name) (mortgage/encumbrance number)

\_\_\_\_\_ ; \_\_\_\_\_  
 (name) (mortgage/encumbrance number)

\_\_\_\_\_ ; \_\_\_\_\_  
 (name) (mortgage/encumbrance number)

1. have a claim or interest subsequent in priority to the mortgage or encumbrance; and
2. hereby consent to the registration of this amending agreement and agree that the mortgage or encumbrance as amended shall continue to have priority over my claim or interest.

DATE		
Y	M	D

Witness	Name	Signature
Witness	Name	Signature
Witness	Name	Signature
Witness	Name	Signature

Attach affidavit of subscribing witness if the witness is other than an officer as defined in subsection 72(4) of *The Real Property Act*

**12. INSTRUMENT PRESENTED FOR REGISTRATION BY** *include address, postal code, contact person and phone number*

FEES CHECKED	REFUND AMOUNT
Certificate of Registration  Registered this date _____ as No. _____ I certify that the within instrument was registered and entered on Title No. _____ _____ For District Registrar	<b>AMENDING AGREEMENT</b>