

SCHEDULE A

HOMESTEADS ACT

The parties are advised that if the Property is a "homestead" within the meaning of *The Homesteads Act*, and if the ownership of both spouses or common-law partners is not registered on the title to the Property, the spouse or common-law partner whose name is not on title but has homestead rights in the Property must consent to the disposition (below) or provide a Release of Homestead Rights in accordance with that Act.

HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGMENT

I, the spouse or common-law partner of the Seller, 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 my current spouse or common-law partner 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 change of the homestead by withholding my consent.
- 3. I am aware that the effect of my consent is to give up my life estate in the homestead to the extent necessary to give effect to this change of the homestead.
- 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.

Name of spouse or common-law partner	Signature of spouse or common-law partner	Date
---	--	------

Name of witness	Signature of witness	Date
-----------------	----------------------	------

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) _____.

SCHEDULE B

HOMESTEADS ACT

The parties are advised that if the Property is a "homestead" within the meaning of *The Homesteads Act*, and if the ownership of both spouses or common-law partners is not registered on the title to the Property, the spouse or common-law partner whose name is not on title but has homestead rights in the Property must consent to the disposition (below) or provide a Release of Homestead Rights in accordance with that Act.

HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGMENT

I, the spouse or common-law partner of the Seller, 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 my current spouse or common-law partner 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 change of the homestead by withholding my consent.
3. I am aware that the effect of my consent is to give up my life estate in the homestead to the extent necessary to give effect to this change of the homestead.
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.

Name of spouse or common-law partner	Signature of spouse or common-law partner	Date
---	--	------

Name of witness	Signature of witness	Date
-----------------	----------------------	------

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) _____.

SCHEDULE C

FORM 3

ASSUMPTION OF MORTGAGE(S) SCHEDULE

1. The following are the particulars of the mortgage(s) which is (are) to be assumed by the Buyer as at the time of adjustments (i.e. the commencement of the Possession Date) in part payment and satisfaction by the Buyer of the total purchase price owed to the Seller, which particulars have been provided by the mortgagee(s):

	First Mortgage	Second (and other) Mortgage(s)
(a) Balance on Possession Date	\$ _____	\$ _____
(b) Name of Mortgagee	_____	_____
(c) Interest Rate	_____	_____
(d) Due Date	_____	_____
(e) Amortization	_____	_____
(f) Monthly payments exclusive of taxes	\$ _____	\$ _____
(g) Debit/credit balance in first mortgagee's tax account on _____ (if applicable)	\$ _____	\$ _____

The aggregate balance of the principal and interest under the above mortgage(s) being assumed at the time of adjustments as shown above is accurate to within \$ _____.

- 2 (a) The agreement formed from the Seller's acceptance of the Offer may be terminated by the Buyer (but not the Seller) unless by _____ a.m./p.m. on the _____ day of _____, _____, the Buyer has determined that the particulars of each mortgage being assumed and the statement as to the aggregate balances of those mortgages are as stated in this schedule and that each of such mortgages is assumable.
- (b) The provisions of paragraph 9 of the Offer shall be applicable with respect to this condition.
3. The Seller hereby authorizes each of the above mentioned mortgagees to provide the Buyer with particulars of their respective mortgage accounts.

Signed by the Buyer this _____ day of _____, _____.

Witness

Signature of Buyer

Witness

Signature of Buyer

Signed by the Seller this _____ day of _____, _____.

Witness

Signature of Seller

Witness

Signature of Seller

FORM 5

SELLER'S HOMESTEADS ACT STATEMENTS

This schedule is attached to and forms part of an Offer to Purchase made by _____ as Buyer, to _____ as Seller, regarding the Property commonly known as _____ dated the _____ day of _____, _____.

SELLER'S HOMESTEADS ACT STATEMENTS

(Delete the inapplicable statements and initial those deletions)

I (We) the Seller in the attached Offer to Purchase now accepted (the. "Agreement"), do solemnly (severally) declare as follows:

- 1. The person who signed the acceptance to the said Offer to Purchase is my spouse or common-law partner and has homestead rights in the Property.
2. The person who consented to the disposition of the homestead provided for by the Agreement is my spouse or common-law partner and has homestead rights in the Property.
3. I am not a married person.
4. I am not a common-law partner as defined in The Homesteads Act.
5. The Property being sold and purchased under the Agreement is not my homestead within the meaning of The Homesteads Act.

(SEVERALLY) DECLARED before me at _____)
_____) Seller
_____) Seller
this _____ day of _____, _____)

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) _____