

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

<<LENDER'S NAME>>

Plaintiff

and

<<BORROWER'S NAME>>

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU BY THE PLAINTIFF. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil procedure, serve it on the Plaintiff's lawyer(s) or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

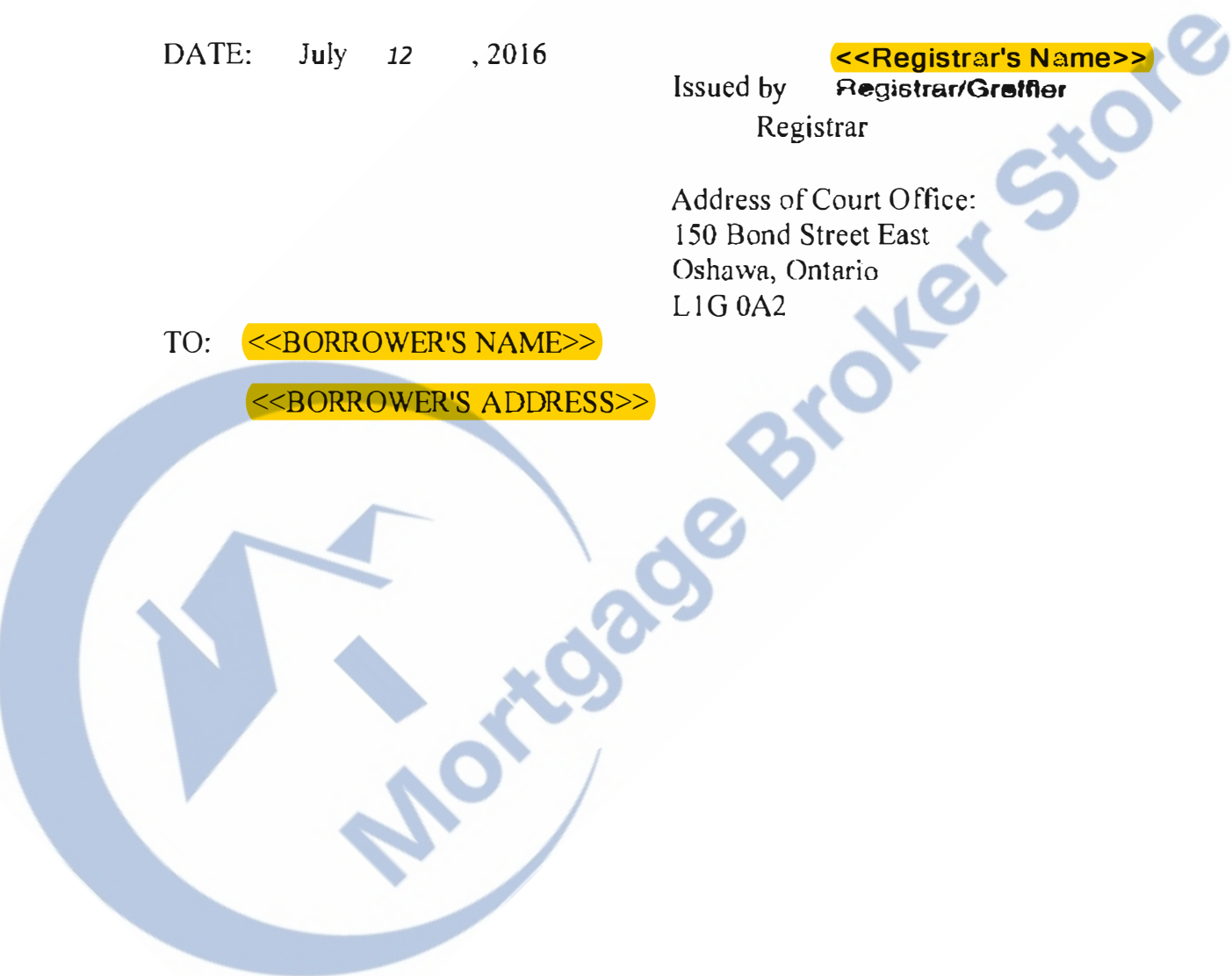
DATE: July 12, 2016

Issued by **<<Registrar's Name>>**
Registrar/Greffier
Registrar

Address of Court Office:
150 Bond Street East
Oshawa, Ontario
L1G 0A2

TO: **<<BORROWER'S NAME>>**

<<BORROWER'S ADDRESS>>



CLAIM

1. The Plaintiff claims against the Defendant:
 - (a) Payment of the sum of \$248,635.24.
 - (b) Pre-judgment and post-judgment interest on the amount in 1(a) at the rate of 4.85% from the 12th day of July, 2016 as provided in the Mortgage, herein described.
 - (c) In the alternative to (b):
 - (i) pre-judgment interest on the amount of \$248,635.24 in accordance with s.128 of the Courts of Justice Act, R.S.O. 1990, c.C. 43 from the 12th day of July, 2016 to the date of judgment; and
 - (ii) post-judgment interest on the amount of the judgment in accordance with s. 129 of the Courts of Justice Act, R.S.O. 1990, c. C. 43 from the date of judgment to the date of payment.
 - (d) Possession of the mortgaged property described in the Mortgage registered electronically in the Land Titles Office for the Regional Municipality of Durham (#40) on October 11, 2013 as instrument DR12345678, being:

PCL 12-1 SEC M1234;
PT LT 12 PL M1234, PT 12, 12345678
CITY OF OSHAWA
being all of PIN (123456-1234 (LT))

municipally known as <<BORROWER'S ADDRESS>>

- (e) A writ of possession against the mortgaged property described in the Mortgage registered as instrument DR12345678.
- (f) The Plaintiff's costs of this action on a substantial indemnity basis against the Defendant, as provided in the Mortgage herein described, or in the alternative, on a partial indemnity scale.
- (g) Such further and other relief as this Honourable Court deems just.

2. The Plaintiff is a Credit Union and provides financial services, including the lending of money, in the Province of Ontario.

3. The Defendant is an individual residing in the City of Oshawa, in the Province of Ontario.

4. The Plaintiff's claim is on a mortgage made between the as chargor and <<NAME OF LENDER>> as chargee in the original principal amount of \$243,409.95 ("Mortgage").

5. The Mortgage was registered electronically in the Land Titles Office, for the Land Titles Division for the Regional Municipality of Durham (No.40) on October 11, 2013 as Instrument No. DR12345678, under which the Defendant mortgaged the property hereinafter described on the following terms:

<i>Principal</i>	\$243,409.95
<i>Calculation Period</i>	semi-annually, not in advance
<i>Balance Due Date</i>	2018/10/11
<i>Interest Rate</i>	4.85%
<i>Payments</i>	\$1,394.97
<i>Interest Adjustment date</i>	2013 10 11
<i>Payment Date</i>	Monthly, on the 11th
<i>First Payment Date</i>	2013 11 11
<i>Last Payment Date</i>	2018 10 11
<i>Standard Charge Terms</i>	200522
<i>Insurable Amount</i>	full insurable value

6. By signing the mortgage the Defendant agreed to be bound by the provisions of Standard Charge Terms filed as No.200522.

7. Said Standard Charge Terms filed as No. 200522 contain the following clauses:

"In default of the payment of interest, of any instalment of principal.....the chargee may take possession of the lands and shall have quiet possession of the lands free and clear from all charges, executions or other encumbrances without the let, suit, hindrance, interruption or denial of the chargor"

"The Chargee may sell any part of the said lands on such terms as to credit and otherwise as shall appear to it most advantageous, and for such prices as can be obtained after reasonable efforts"

8. Said Standard Charge Terms filed as number 200522 also provide that in the event of default, the Plaintiff is entitled to all costs, charges and expenses between solicitor and client which may be incurred.

9. The Defendant is in possession of the mortgaged property.

10. As of July 12, 2016 there was due under the terms of the Mortgage:

For principal:	\$233,778.41
Accrued interest:	\$ 3,239.90
Cash Back Repayment:	\$ 7,152.13
Prepayment Penalty:	\$ 2,764.80
Administration fee	\$ 750.00
Administration fee - Notice of Sale	<u>\$ 950.00</u>
	\$248,635.24

11. Written demand was made on the Defendant on May 4, 2016. The Defendant failed to pay in accordance with the Plaintiff's demand for payment and therefore, the Plaintiff issued a Notice of Sale in accordance with the terms of the Mortgage on May 20, 2016.

12. The Plaintiff therefore claims the outstanding amounts with interest and costs.

Dated: July 12, 2016.

<<NAME OF LAW FIRM>>

Barristers and Solicitors

<<LAW FIRM ADDRESS>>

Tel: <<LAW FIRM CONTACT INFO>>

LSUC #12345 A

<<LENDER'S NAME>>

Plaintiff

and

<<BORROWER'S NAME>>

Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at OSHAWA

Statement of Claim

<<NAME OF LAW FIRM>>

Barristers and Solicitors

<<LAW FIRM ADDRESS>>

LSUC #123456A

Solicitor for the Plaintiff

Phone <<LAWYER'S CONTACT INFO>>

Fax

