



The Property Registry

A Special Operating Agency of the Province of Manitoba

Office d'enregistrement des titres et des instruments

Un organisme de service spécial de la Province du Manitoba

August 1, 2008

1 août 2008

To: All Clients of the Manitoba Land Titles System

Destinataires : Tous les clients du système de titres fonciers du Manitoba

Re: Notice Exercising Power of Sale – Form A (Revised), Registrar-General's Mortgage Sale and Foreclosure Rules

Objet: Avis de vente – Formule A (Révisée), Règles applicables aux procédures de vente hypothécaire et de forclusion du registraire général

Please find attached the revised Form A, Notice Exercising Power of Sale. This form is to be used in replacement of the existing Form A to the Registrar-General's rules regarding mortgage sale proceedings.

Vous trouverez ci-joint la révision de la Formule A, Avis de vente, qui doit être utilisée en remplacement de la Formule A existante des Règles applicables aux procédures de vente hypothécaires et de forclusion du registraire général.

The Property Registry has become aware of a concern regarding possible fraudulent transactions where consumers are induced to sign transfers of their property without fully appreciating the nature of the transaction which effectively transfers ownership of the land. In many cases, these consumers believe they are merely entering in to a mortgage transaction and that they still own the land.

L'Office d'enregistrement des titres et des instruments a été informé de préoccupations causées par d'éventuelles opérations frauduleuses dans lesquelles des consommateurs sont incités à signer des cessions de leurs biens sans bien connaître la nature de l'opération de transfert de leur propriété foncière. Dans bon nombre de cas, ces consommateurs croient qu'ils concluent une simple opération hypothécaire et qu'ils demeureront propriétaires du bien-fonds.

A number of these transactions concern property that are in arrears through default in the payment of their mortgages.

Un certain nombre de ces opérations visent des biens pour lesquels le remboursement du prêt hypothécaire est en défaut.

The Property Registry has developed a consumer notice designed to give advanced warning to the registered owner upon service of the notice of exercising power of sale by the mortgagee. This notice would warn consumers of potential fraudulent transactions that may

L'Office d'enregistrement des titres et des instruments a préparé un avis pour les consommateurs qui doit servir d'avertissement précoce pour les propriétaires en cas de signification d'un avis de vente par le créancier hypothécaire. Cet

occur and to advise them to contact their lawyer and/or financial advisor before entering in to any arrangement with parties contacting them that are not someone representing the mortgagee.

avis avertit les consommateurs au sujet d'opérations frauduleuses éventuelles et leur recommande de communiquer avec leur avocat ou leur conseiller financier avant de conclure tout arrangement avec des parties qui communiquent avec eux sans être les représentants du créancier hypothécaire.

Additionally, the form itself has been reformatted to include better particulars concerning default and how the owner may remedy that default. For example, property tax and insurance costs to be paid as well as demand mortgage provisions have been added.

De plus, la formule même a été remaniée pour inclure davantage d'information détaillée sur le défaut de paiement et la manière de le corriger, ainsi que sur l'impôt foncier et les frais d'assurance à payer et des dispositions sur les hypothèques à vue.

Le registraire général et
chef de l'exploitation,

A handwritten signature in black ink, appearing to read 'R.M. Wilson', with a stylized flourish at the end.

R.M. Wilson
Registrar-General and
Chief Operating Officer

Notice of Exercising Power of Sale under The Real Property Act - Form A

1. TO:	AND TO WHOM IT MAY CONCERN
2. TITLE NUMBER(S) _____ MORTGAGE NUMBER _____ CIVIC ADDRESS / LOCATION _____	
3. LAND DESCRIPTION	see schedule <input type="checkbox"/>
4. _____ (the Mortgagee) gives notice that	IT IS HEREBY COMMENCING MORTGAGE SALE AND FORECLOSURE PROCEEDINGS under <i>The Real Property Act</i> .
(a) The mortgage has been in default for at least one month.	
(b) THE DATE OF DEFAULT under the mortgage is _____.	
(c) The particulars of the default are as follows: <i>Strike out inappropriate statement(s)</i>	
(i) A default in the payment of principal and interest under the mortgage occurred on the _____ day of _____, 20____. Installments totaling \$ _____ as of the _____ day of _____, 20____ have not been paid.	
(ii) Property taxes plus accrued interest and penalties in the amount of \$ _____ have not been paid. The first missed payment of property taxes occurred on the _____ day of _____, 20____.	
(iii) Proof of payment of insurance premiums for property has not been provided to the mortgagee. This proof was due to the mortgagee on the _____ day of _____, 20____.	
(iv) This mortgage has matured and has not been renewed. The entire outstanding balance of \$ _____ came due on the _____ day of _____, 20____ and has not been paid to date.	
(v) This is a demand mortgage . Demand was made for \$ _____ on the _____ day _____ of _____, 20____ and payment has not been made to date.	
(vi)	see schedule <input type="checkbox"/>
(d) The Mortgagee has incurred and is incurring costs as a result of such default for which you may be liable.	
5. YOU MAY STOP THESE PROCEEDINGS AT ANY TIME PRIOR TO THE SALE OF THE PROPERTY OR THE ISSUANCE OF TITLE TO THE MORTGAGEE BY EITHER BRINGING YOUR MORTGAGE BACK INTO GOOD STANDING OR PAYING THE ENTIRE MORTGAGE DEBT.	
(a) HOW TO BRING THE MORTGAGE BACK INTO GOOD STANDING: <i>Stike out inappropriate statement(s)</i>	
(i) Remedy the default set out in paragraph 4. (c) above; and	
(ii) If the default set out above includes unpaid property taxes, you must pay all unpaid property taxes plus accrued interest and penalties that are due to the taxing authority at the time you remedy the default ; and	
(iii) Pay the costs of the Mortgagee for these proceedings; and	
(iv) Pay any further installments of principal, interest and/or taxes which may have become due after the _____ day of _____, 20____.	
Your current monthly/weekly/bi-weekly installments of principal, interest and/or taxes are \$ _____ and are payable to the Mortgagee as specified in the mortgage and any amendments thereto; and	
(v) Pay to the Mortgagee all amounts paid by it to bring into good standing your taxes and/or insurance premiums together with interest on such amounts at the rate of _____ % per annum from the date of such payment by the Mortgagee to the date of your payment to the Mortgagee; and	
(vi) Pay to the Mortgagee interest at the rate of _____ % per annum on any installments of principal, interest and/or taxes that were not paid by you when due from the date such installments were due to the date of your payment to the Mortgagee.	
(vii)	see schedule <input type="checkbox"/>
(b) HOW TO PAY OFF THE ENTIRE MORTGAGE DEBT	
If you decide to pay the entire mortgage debt, you must pay the amount of \$ _____ plus interest at the rate of _____ % per annum from the _____ day of _____, 20____ (currently _____ per day) and you must also pay the costs of the Mortgagee for these proceedings.	
6. FAILURE TO STOP THESE PROCEEDINGS: If you do not either (i) Remedy the Default or (ii) Pay off the Entire Mortgage Debt, as set out in 5. above, the Mortgagee will be entitled to resort to all the remedies provided under <i>The Real Property Act</i> , including:	
(a) SALE: The land may be sold by public auction or private contract or both. The parties with liability under the mortgage are liable for the entire indebtedness thereunder, and are also liable for any deficiency suffered by the Mortgagee after a sale of the land;	
(b) FORECLOSURE: If the land is not sold at public auction or by private contract and if the Mortgage is still in default six months after the date of default referred to above, the Mortgagee may apply to become the owner of the land (foreclose).	

**7. PAYMENT AND/OR INQUIRY MAY BE MADE TO:
SAME AS SET OUT IN BOX #9 BELOW OR**

8. SIGNATURE OF MORTGAGEE(S)/AGENT

DATE
Y M D

.....

Name **Signature**

9. INSTRUMENT PRESENTED FOR REGISTRATION BY *include address, postal code, contact person and phone number and mortgagee reference #*

MORTGAGE SALE SCAMS

Losing your home or real estate through a mortgage sale, foreclosure is frightening. Manitoba property owners are falling victim to con artists who offer to help you save your property, but will only make things worse.

The offer may sound good, but it is probably a scam.

- The con artist may urge you to sign a paper that gives your property to the con artist in exchange for low or no payments.
- The con artist may promise to give your property back to you after you meet certain conditions, such as making payments in very tight time limits.
- The con artist may tell you this is just another way to secure a loan.

If you are contacted by somebody who says they will “help you save your property”:

- Contact your lender. They may be able to work out an agreement with you that is within your budget.
- Get advice from a trusted lawyer or accountant.
- Don't sign anything until you talk to a trusted advisor.
- Don't trust any offer to lease back your property so you can buy it back over time. The offer may sound good but the conditions often make it impossible to buy back the property.
- Don't sign any papers in blank or with blank parts; information can be added later without you knowing. Demand copies of all documents you sign.

If you feel you have been the victim of fraud, contact the police.

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
<p style="text-align: center;">Certificate of Registration</p> <p>Registered this date _____</p> <p>as No. _____</p> <p>I certify that the within instrument was registered in the _____ Land Titles Office and entered on Title No. _____</p> <p>_____ For District Registrar</p>	NEPS