

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

GAIL HERRINGTON

Applicant

-and-

IAN HARVEY and LAURENTIAN BANK OF CANADA

Respondent

AFFIDAVIT OF *GAIL HERRINGTON*

I, *Gail Herrington*, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Applicant in this proceeding and as such have personal knowledge of the matters hereafter deposed to, except for such knowledge as stated to be based upon information and belief which later matters I believe to be true.
2. The Respondent Ian Harvey ("Respondent") is my former husband. We have two children, Meaghan Harvey who was born on May 15, 1986, and Jonathan Harvey who was born on January 29, 1990.
3. In April 1981, the Respondent and I purchased a property municipally known as 299 Warden Avenue in Toronto, Ontario ("the Property"). The Property is described as follows:

Parcel 1527, Section Scarborough
Being part of Lot 8, Plan M-548
City of Scarborough

City of Toronto
Land Titles Division of Toronto (No.66)

4. Title to the Property was registered in the Respondent's name and my name, as joint tenants. The joint tenancy was subsequently severed and we now hold the Property as tenants in common. A copy of the Deed, and Title Abstract with respect to the Property, disclosing the manner in which title to the Property was taken, are attached hereto as **Exhibit "A"**.
5. The Respondent and I separated in June 1991 when I left the Property, which was our matrimonial home. We have never resumed cohabitation. The Respondent has enjoyed uninterrupted vacant possession and use of the Property since we separated.
6. I am entitled to occupancy rent by virtue of the Respondent's sole occupancy of the Property, to my exclusion.
7. I am advised by my children and I believe, that the Respondent has regularly permitted other persons to reside in the Property for extensive periods of time. I do not know if he has charged rent or occupancy fees. He has never accounted to me for any monies ever paid to him regarding the use of the Property.
8. The Respondent and I were divorced pursuant to an Order of this Court on October 1, 1996. The Divorce Order merely grants a divorce. It does not contain any provision with respect to the Property, or any corollary relief.
9. The Respondent and I did sign a Separation Agreement dated April 12, 1995, a copy of which is attached hereto as **Exhibit "B"**. We also signed Minutes of Settlement dated April 12, 1995, a copy of which is attached hereto as **Exhibit "C"**.
10. The Minutes of Settlement dated April 12, 1995 provides for the sale of the Property. While the Respondent and I have had other discussions over the years regarding the disposition of the Property, we have never reached any further agreement with respect thereto.
11. On November 27, 1991, I mortgaged my share in the Property to Robert Kernohan in Trust, for \$36,000. The mortgage ("Mortgage") was registered On November 27, 1991, as instrument number 747474. A copy of the Mortgage is attached hereto as **Exhibit "D"**.
12. The Mortgage was transferred to the Respondent Laurentian Bank of Canada on November 28, 1993 pursuant to a Transfer of Charge registered as instrument number C820125. A copy of the Transfer of Charge is attached hereto as **Exhibit "E"**.
13. Laurentian Bank of Canada commenced legal proceedings against me for the enforcement of the mortgage, pursuant to a Statement of Claim issued on November 29, 1993 in Court File No.: 93-CQ-45325. A copy of the Statement of Claim is attached hereto as **Exhibit "F"**.
14. I am advised by my lawyer John Freeman and I believe that in all likelihood the proceedings commenced by Laurentian Bank of Canada have been dismissed by way of an Administrative Dismissal. At no time since commencing its legal proceedings against me for enforcement of the

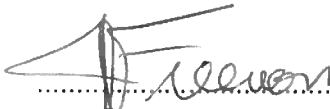
Mortgage, has Laurentian Bank of Canada or any other party on its behalf ever made demand for payment on account of the debt secured by the Mortgage.

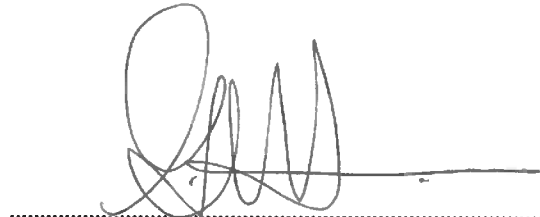
15. As a result of the above, it is my wish that the Property be partitioned, and sold under the supervision of an officer of this Court and that the Mortgage transferred to Laurentian Bank of Canada be deleted from title to the Property.

Sworn before me at the City, of Toronto,

in the Province of Ontario,

on April 5, 2017.


.....
Commissioner for Taking Affidavits


.....
Gail Herrington

RCP-E 4D (July 1, 2007)

TAB A

***THIS IS EXHIBIT "A" ATTACHED TO
THE AFFIDAVIT OF
Gail Herrington
SWORN April 5, 2017***

A handwritten signature in black ink, appearing to be 'G. Herrington', with a long horizontal line extending to the right.

A Commissioner, etc.

The Land Titles Act

3. MARGO PELENYI, of the Borough of Scarborough, in the Municipality of Metropolitan Toronto (formerly of the City of Toronto, in the Municipality of Metropolitan Toronto), Married Woman,

the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto as Parcel 1527 in the register for Borough of Scarborough

in consideration of the sum of other good and valuable consideration and the

sum of TWO-----(\$2.00)-----Dollars

paid to me TRANSFER to

IAN JOHN HARVEY, Reporter, and GAIL ELIZABETH HERRINGTON,

both of the Borough of Scarborough in the Municipality of Metropolitan Toronto, as joint tenants and not as tenants in common

the land hereinafter particularly described namely

The whole of Parcel One Thousand Five Hundred and Twenty-Seven (1527) Borough of Scarborough, (formerly the Township of Scarborough).

PERT. FEES PAID

LAND REGISTRY OFFICE 68
NO EXECUTION

APR 30 11 11: 08

FOR THE REGISTER "A"
GAIL HERRINGTON
23/04/80
DICTIONARY
JACKSON

00000

Insert here 'the whole' or 'a part' according to the fact. Where the whole parcel is transferred a particular description is unnecessary.

being the whole *JH* of the said Parcel

AND I, JOSEPH PELENYI,
Spouse of the said MARGO PELENYI
hereby consent to the transaction evidenced by this Instrument and release all my interest in the within lands.

DATED the 13th day of April 19 81

WITNESS:

[Handwritten signature]

Margo Peleenyi
MARGO PELENYI
J. Peleenyi
JOSEPH PELENYI

2

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The Land Titles Act

IN THE MATTER of the PLANNING ACT (as amended)

AND IN THE MATTER of the TITLE TO Parcel 1527,
Borough of Scarborough

Transfer, Charge,
Caution, Lease

AND IN THE MATTER OF A TRANSFER

THEREOF, FROM PELENYI

TO HARVEY & HERRINGTON

DATED

I, MARGO PELENYI,
of the Borough of Scarborough,
in the Municipality of Metropolitan Toronto,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the Transferor
named in the above mentioned Instrument, and have knowledge of the matters hereinafter
sworn.
2. The said Instrument, and the conveyance or other dealing with land affected thereby, do
not contravene the provisions of The Planning Act, as amended, because
 - (a) *The present registered owner does not retain the fee or the equity of redemption in, or a
power or right to grant, assign or exercise a power of appointment with respect to any land
abutting the land affected by the within transfer.*

Delete
if not
applicable

State
other
reasons
if any

SWORN before me
at the City of Toronto,
in the Municipality of Metropolitan
Toronto,
this _____
day of April 1981

Margo Pelenyi
Margo Pelenyi

[Signature]

A Commissioner for Taking Affidavits, etc.

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AFFIDAVIT OF SUBSCRIBING WITNESS

I, **JOSEPH CORNACCHIA**
of the **City of North York**
in the **Municipality of Metropolitan Toronto**

Solicitor make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at **North York** by **Margo Pelenyi and Joseph Pelenyi**

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the **City of North York,**
in the **Municipality of Metropolitan Toronto**

this **29** day of **April** 19 **81**

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
[Signature]

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND SPUSAL STATUS

XWE **MARGO PELENYI and JOSEPH PELENYI**
of the **Borough of Scarborough**
in the **Municipality of Metropolitan Toronto**

make oath and say: When **WE** executed the attached instrument,

XWE were at least eighteen years old.

Within the meaning of section 1(1) of The Family Law Reform Act, 1978:—

~~a) I was -----~~

b) We were spouses of one another.

~~c) -----~~

We were not and are not non-residents of Canada within the meaning of Section 116 of The Income Tax Act and amendments thereto.

(SEVERALLY) SWORN before me at the **City of North York,**
in the **Municipality of Metropolitan Toronto**

this **29** day of **April** 19 **81**

[Signature]
MARGO PELENYI
[Signature]
JOSEPH PELENYI

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(1) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where joint does not fit in or consent, see Section 12(1) of The Family Law Reform Act, 1978 for complete separate affidavit.

5

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Received at the Land Registry Office for The Land Titles Division of Metropolitan Toronto (No. 69) at 2:08 PM

1916/85

APR 30 1981

Parcel 1527 and Sections Scarborough

Assistant Deputy Land Registrar

The Land Titles Act

Dated April 13th 1981

MARGO PELENYI

TO

JAN JOHN HARVEY & GAIL ELIZABETH HERRINGTON

Address: 211 Glenview Ave. Downsview

Transfer of Freehold Land

DYE & DUNHAM CO. LIMITED

ASSESSMENT ROLL NO 1-2-430-00800

ADDRESS OF PROPERTY 299 Warden Ave., Scarborough, Ontario.

JOSEPH-COMACCHIA & ASSOCIATES, Barristers and Solicitors, 2810 Victoria Park Avenue, Willowdale, Ontario.

Sharon Greenan 2611 Equine Court

| | |
|-------------------|--------|
| REGISTRATION FEE | 15.00 |
| LAND TRANSFER TAX | 324.00 |
| RETAIL SALES TAX | 70.19 |
| | 333.90 |

6

Write a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument has been read to him and he appears fully to understand it" Where executed under a power of attorney insert "name of attorney as attorney for (name of party)", and for next clause substitute "I truly believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

SWORN before me at the

this day of 19

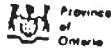
I verify believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

I am a subscribing witness to the attached instrument and I was present and saw it executed

41635621 * 32 * 324.00

41635621 * 32 * 150.00

AFFIDAVIT OF SUBSCRIBING WITNESS



Charge/Mortgage of Land

PL3

Form 2 - Land Registration Reform Act, 1984

B

(1) Registry **Land Titles** **(2) Page** of 4 pages *ck.*

(3) Property Identifier(s) Block _____ Property _____

(4) Principal Amount
THIRTY SIX THOUSAND ----- Dollars \$ 36,000.00

(5) Description
Parcel 1527, Section Scarborough
being Lot 1527, Plan M-548
City of Scarborough
Municipality of Metropolitan Toronto
Land Titles Division of Toronto (No. 66)

Boundaries Act plan number BA-1830 registered as
plan D-716 confirms the boundaries of the said lands.

(6) This Document Contains **(a) Redescription** **(b) Schedule for:** **(7) Interest/Estate Charged** **Fee Simple**

(8) Standard Charge Terms - The parties agree to be bound by the provisions in Standard Charge Terms filed as number 911 and the Chorgor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions

| | | |
|--|--|---|
| (a) Principal Amount \$ 36,000.00 | (b) Interest Rate see schedule attached % per annum | (c) Calculation Period see schedule attached |
| (d) Interest Adjustment Date 1991 11 26 | (e) Payment Date and Period one payment on November 26, 1993 | (f) First Payment Date 1993 11 26 |
| (g) Last Payment Date 1993 11 26 | (h) Amount of Each Payment one payment of principal and interest on November 26, 1993 | (i) Balance Due Date 1993 11 26 |
| (j) Insurance Full replacement cost value | (k) Additional Provisions | |

The Chorgor signing below acknowledges receiving a copy of this Charge and all schedules attached hereto, and agrees to be bound by the provisions of this Charge and all such schedules.

(11) Charge(s) The chorgor hereby charges the land to the chargee and certifies that the chorgor is at least eighteen years old and that I am separated from my spouse. Ian John Harvey is my spouse. The Chorgor hereby Charges her share in the joint tenancy of the above property.

The chorgor(s) acknowledge(s) receipt of a true copy of this charge.

Name(s) HERRINGTON, Gail Elizabeth Signature [Signature] Date of Signature 1991 11 27

as to her share

(12) Spouse(s) of Chorgor(s) I hereby consent to this transaction.

Name(s) _____ Signature(s) _____ Date of Signature _____

(13) Chorgor(s) Address for Service 299 Warden Avenue, Scarborough, Ontario

(14) Chargee(s) KERNOHAN, Robert, in Trust

(15) Chargee(s) Address for Service 66 Clancy Drive, Willowdale, Ontario M2J 2V8

(16) Assessment Roll Number of Property City: 19 Mun: 01 Map: 012 Sub: 430 Par: 00800

(17) Municipal Address of Property 299 Warden Avenue Scarborough, Ontario

(18) Document Prepared by: Eric Nadler, Esq. Cousins & Nadler Barristers and Solicitors 30 Village Centre Place Mississauga, Ontario L4Z 1V9

| | |
|------------------|-----------|
| Registration Fee | <u>25</u> |
| Total | <u>25</u> |

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

Schedule

Land Registration Reform Act, 1984

Payment Provisions for Charge/Mortgage of Land (Non-Amortized)

(Attach to Form 2)

The amount of principal secured by this Charge/Mortgage of Land is THIRTY SIX THOUSAND (\$36,000.00) DOLLARS

and the rate of interest chargeable thereon is set out below

PROVIDED THIS CHARGE/MORTGAGE TO BE VOID upon payment of THIRTY SIX THOUSAND (\$36,000.00) DOLLARS

of lawful money of Canada with interest at one and one-eighth (1 1/8%) per cent per month, calculated monthly, not in advance, being equivalent to 13.886% per annum, calculated half-yearly, not in advance, from November 26, 1991 to May 26, 1992, and thereafter, interest at three and three-quarters (3 3/4%) per cent per month, calculated monthly, not in advance, being equivalent to 49.436% per annum, calculated half-yearly, not in advance, from May 26, 1992 to November 26, 1993.

The said principal sum of \$ 36,000.00 shall become due and payable on the 26th day of November 19 93 and interest at the said rates calculated as aforesaid as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 26th day of November, 1993

at the said rates calculated as aforesaid upon the whole amount of principal hereby secured, to become due and payable on the 26th day of November next 19 93

Additional Property Identifier(s) and/or Other Information

NOTWITHSTANDING the reference herein to the interest rate on a per annum basis and notwithstanding any other provision herein contained, the parties hereto acknowledge that it is their intention and agreement that the interest rate herein shall at all times be calculated monthly at a rate per month set out herein and the mortgage shall not be deemed to reinvest any monthly or other payments received by him hereunder.

IN THE EVENT of any sale, conveyance, transfer or other disposition of the property, or any part thereof, then at the option of the Chargee, all monies hereby secured shall become forthwith due and payable.

THE CHARGOR when not in default, shall have the privilege of prepaying the whole principal sum hereby secured at any time or times, upon one month's written notice and upon the payment of a bonus equal to one month's interest calculated at the rate herein.

IN THE EVENT that the principal amount secured hereunder or any part thereof, or any accrued interest thereon is not paid on the balance due date, the Chargor shall not be at liberty to pay same, except upon payment of a bonus equal to three months' interest in advance thereon.

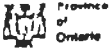
THE CHARGOR shall pay for each charge statement prepared and provided by the Chargee, a fee of \$150.00 for the preparation of such statement.

THE CHARGOR shall pay a fee of \$325.00 for the preparation and execution of any full or partial discharge of the Charge.

IN THE EVENT that any of the Chargor's cheques is not honoured when presented for payment to the Bank or Trust Company on which it is drawn or in the event that any payment cheque is received late, the Chargor shall pay to the Chargee for each such late or returned cheque, a fee of \$100.00 to cover the Chargee's administrative costs with respect to same. In the event that the said cheque which has not been honoured by the Chargor's Bank or Trust Company is not forthwith replaced by the Chargor or in the event that any late payment cheque is not forthwith received by the Chargee, the Chargee shall be entitled to a further fee of \$100.00 for each request which may be necessitated by such. The aforementioned fees shall be forthwith payable to the Chargee and if not so paid, shall become part of the debt secured and shall bear interest at the interest rate set forth in the Charge.

IN THE EVENT any service is requested of the Chargee or the Chargee is required to perform any service as a result of the default of the Chargor or to preserve his security, then the Chargee shall be entitled to the then current fee for such service and all damages occurred by virtue of the default. The aforementioned fee and such damages shall be forthwith payable to the Chargee and if not so paid, shall become part of the debt secured and shall bear interest at the interest rate set forth in the Charge.

ANY PAYMENT or prepayment of the principal sum, or payment of monies secured hereunder shall, notwithstanding any other provision of the Charge, only be made and credited on a banking business day. In the event a maturity date shall fall on a non-banking business day, or a payment of monies is received after 12:00 p.m. on a banking business day, or a payment of monies is received on a non-banking business day, interest shall continue to accrue until the next banking business day.



Schedule

Form 8 - Land Registration Reform Act, 1964

Form 8-88

Page 4

S

Additional Property Identifier(s) and/or Other Information

IN THE EVENT that the Chargor defaults in the performance or observance of any covenant, term or proviso herein, and such default shall not have been remedied within ten days, after written notice shall have been sent to the Chargor by prepaid mail addressed to her at the municipal address of the charged premises, the Chargee may, at his option, by notice in writing to the Chargor sent by prepaid mail as aforesaid, declare the whole of the principal hereby secured to be forthwith due and payable, together with accrued interest thereon.

FOR OFFICE
USE ONLY

NOTE (11500)



Transfer/Deed of Land

Form 1 - Land Registration Reform Act, 1984

2/12/92

FOR OFFICE USE ONLY

C.765680

C765680

(1) Registry Land Titles (2) Page 1 of 2 pages

(3) Property Identifier(s) Block Property

(4) Consideration TWO Dollars \$ 2.00

(5) Description This is a Property Division Property Consolidation

Parcel 1527, Section Scarborough being ~~lot 1527~~, Plan M-548 Part 1 of 8 City of Scarborough Municipality of Metropolitan Toronto Land Titles Division of Toronto (No. 66)

Boundaries Act Plan number BA-1830 registered as Plan D-716, confirms the boundaries of the said lands

New Property Identifier(s) 92 13 20 15 Additional See Schedule

Executions Additional See Schedule

(6) This Document Contains (a) Redescription New Easement Plan Sketch (b) Schedule for Description (7) Interest Estate Transfer Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am a spouse. Ian John Harvey is my spouse. This transfer is given for the purpose of severing the joint tenancy created by Instrument No. A-916785.

Name(s) HERRINGTON, Gail Elizabeth Signature(s) [Signature] Date of Signature Y M D 1992 02 7 as to her share

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature Y M D

(10) Transferor(s) Address for Service 299 Warden Avenue, Scarborough, Ontario M1N 3A3

(11) Transferee(s) HERRINGTON, Gail Elizabeth Date of Signature Y M D 1992 02 7
THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF SWORN OFFICER GAIL HERRINGTON ON DEC 23 1992 A COMMISSIONER, ETC.

(12) Transferee(s) Address for Service 299 Warden Avenue, Scarborough, Ontario M1N 3A3

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act 1983 Date of Signature Y M D

Signature Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Signature Date of Signature Y M D

(14) Solicitor for Transferor(s) I have investigated the title to this land and reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief the transfer does not contravene section 49 of the Planning Act 1983. I am a solicitor in good standing. Signature Date of Signature Y M D

Planning Act - OPTIONAL
Any statements made by the Solicitor for Transferor(s) are voluntary.

(15) Assessment Roll Number of Property City: Mun: Map: Sub: Par: 19: 01: 012: 430: 00800

(16) Municipal Address of Property 299 Warden Avenue Scarborough; Ontario M1N 3A3

(17) Document Prepared by: Eric Nadler, Esq. Cousins & Nadler Barristers and Solicitors 30 Village Centre Place Mississauga; Ontario L4Z 1V9

| Fees and Tax | |
|-------------------|--|
| Registration Fee | |
| Land Transfer Tax | |
| | |
| Total | |

FOR OFFICE USE ONLY

Parcel 1527, Section Scarborough, being Lot 1527, Plan M-548, City of Scarborough, Municipality of Metropolitan Toronto

GAIL ELIZABETH HERRINGTON, as to her share
GAIL ELIZABETH HERRINGTON
GAIL ELIZABETH HERRINGTON

MAKE OATH AND SAY THAT:

- 1. I am a resident of the City of North York...
2. The total consideration for this transaction is allocated as follows:
3. The land conveyed in the above described conveyance is a "non-resident conveyance" or a "resident conveyance" as set out in the Act.

Table with 2 columns: Description of consideration allocation and Amount. Includes rows for Business aid, taxes, property transferred, and total consideration of \$2.00.

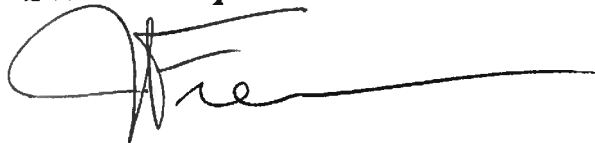
City of North York
Municipality of Metropolitan Toronto
this 19 day of March 19 92

Property Information Record form containing details of the deed of land, registration number A-916785, and address 299 Warden Avenue, Scarborough, Ontario M1N 3A3.

School Tax Support (Voluntary Election) See reverse for explanation
I am a resident of the French Language School District...
NOTE: As in (c) and (d) the land being transferred will be assigned to the French Public School Board or Centre unless otherwise directed in (a) and (b)

TAB B

***THIS IS EXHIBIT "B" ATTACHED TO
THE AFFIDAVIT OF
Gail Herrington
SWORN April 5, 2017***

A handwritten signature in black ink, appearing to read 'G. Herrington', with a long horizontal flourish extending to the right.

A Commissioner, etc.

THIS IS A SEPARATION AGREEMENT made on the 12th day of April, 1995.

B E T W E E N:

GAIL ELIZABETH HARVEY
(also known as **GAIL ELIZABETH HERRINGTON**)

(hereinafter referred to as "Wife") This is Exhibit ^{"3"} referred to in
affidavit of Jan J. Harvey
sworn before me, this 6
day of July 2001

- and -

IAN JOHN HARVEY

(hereinafter referred to as "Husband")

A COMMISSIONER FOR TAKING AFFIDAVITS
Donald B. Snider

1. **CHILD SUPPORT**

(1) The Husband shall pay to the Wife the sum of \$620.00 per month per child for the support of the children of the marriage, namely, Meaghan Elizabeth Harvey born May 15, 1986 and Jonathon Peter Harvey born January 29, 1990 for the total sum of \$1,240.00 inclusive of costs of living to date. The support shall be payable on the 14th day of the month and on the 14th day of each month thereafter until one or more of the following occurs:

- a) the children are twenty-one (21) years of age;
- b) the children marry;
- c) the children die;
- d) the children are no longer in full-time attendance at an educational institution;
- e) the children cease to reside with the Wife; "reside" in this subsection means to live in the home of the Wife and the child does not cease to reside in the home of the Wife when the child is temporarily away from

the home to attend an educational institution, to work at summer employment, or to enjoy a reasonable holiday;

2. COST OF LIVING

- (1) The amount of support payable pursuant to paragraph one (1) will change at one year intervals, in accordance with the All Items Consumer Price Index for the City of Toronto (not seasonally adjusted), with base year 1981 equal to 100, as provided by Statistics Canada;
- (2) This change in amount will occur on April 12th of each year in which support is payable, starting with April 12th, 1996. This change will be equal to 100% of the percentage change in the Consumer Price Index for the twelve (12) month period from the previous April 12th to the April 12th of the year of the current change;

3. TAXATION ON SUPPORT

- (1) The Husband and Wife acknowledge and agree that under the current support provisions of this agreement the Wife has to claim into her income the support payable by the Husband and the Husband is entitled to receive a tax credit for the payment of support.
- (2) The Husband and Wife acknowledge and agree that in the event that the current Income Tax Law is changed with respect to support, then this change is to be

deemed a material change in circumstances which would allow either party to apply to the court for the appropriate relief.

4. **MEDICAL AND DENTAL COVERAGE**

The Husband and Wife acknowledge that the Husband will maintain the children under any dental and medical benefit package available to the Husband through his place of employment for so long as the Husband is required to pay support pursuant to paragraph one (1).

5. **HUSBAND'S LIFE INSURANCE**

- (1) The Husband owns or has an interest in a policy of insurance through his employment at the Toronto Daily Sun with the Manulife Insurance Company.
- (2) The Husband warrants that he has not borrowed against the policy and that the full face value of the policy is available.
- (3) The Husband shall irrevocably designate his father, Ray D. Harvey or alternatively, Peter Harvey, as trustee for the life insurance policy and direct the trustee to pay the ongoing child support in accordance with paragraph 1(1) of the Agreement and file the designation with the insurer as provided by the *Insurance Act*. The Husband will give the Wife a true copy of the designation within thirty (30) days from the execution of this Agreement. The Husband will further send

to the insurer an irrevocable direction, directing the insurer not to loan monies on the policy without the consent in writing to the Wife.

- (4) At the Wife's request, the Husband shall annually provide proof that the policy remains in effect and that he has not transferred it, borrowed against it, or pledged it as security.
- (5) If the policy of insurance is no longer available to the Husband through his employment, he shall make reasonable effort to obtain replacement insurance (ensuring that there is no gap in coverage beyond his control).
- (6) If the Husband defaults in payment of the premiums, the Wife may pay any premiums and may recover them from the Husband, together with all her costs and expenses, including her solicitor and client costs with respect to collection of the above.
- (7) If the Husband dies without his insurance in effect contrary to the Agreement, his obligation to contribute to the support of the children, shall be a first charge on his estate.

6. HUSBAND'S DISABILITY INSURANCE

- (1) The Husband owns or has an interest in a policy of disability through his employment with the Toronto Daily Sun which is held by the Manulife Insurance Company.
- (2) The Husband warrants that he has not borrowed against the policy and that the

full face value of the policy is available.

- (3) The Husband shall irrevocably designate his father, Ray D. Harvey and alternatively, Peter Harvey, as trustee for the disability insurance policy and direct the trustee to pay the ongoing child support in accordance with paragraph one (1) of the Agreement and file the designation with the insurer as provided by the *Insurance Act*. The Husband will give the Wife a true copy of the designation within thirty (30) days from the execution of this Agreement. The Husband will further send to the insurer an irrevocable direction, directing the insurer not to loan monies on the policy without the consent in writing to the Wife.
- (4) At the Wife's request, the Husband shall annually provide proof that the policy remains in effect and that he has not transferred it, borrowed against it, or pledged it as security.
- (5) If the policy of disability insurance is no longer available to the Husband through his employment, he shall make reasonable efforts with two (2) different insurance companies to try and obtain replacement insurance (ensuring that there is no gap in coverage beyond his control) at a cost of the premium in equal dollar value to the husband's present disability insurance coverage.
- (6) If the Husband defaults in payment of the premiums, the Wife may pay any premiums and may recover them from the Husband, together with all her costs and expenses, including her solicitor and client costs with respect to collection of the above.

- (7) If the Husband becomes disabled without his insurance in effect contrary to the Agreement, his obligation to contribute to the support of the children, shall be a first charge on his estate to the extent of his obligations to support the children.

7. **ORTHODONTAL**

- (1) The Husband and Wife shall each assume half the cost for all reasonable orthodontic costs incurred in regard to the children above any orthodontal plan provided by either parties place of employment.
- (2) In the event that neither the Husband or the Wife have any orthodontal plan provided through their place of employment, the Husband and Wife shall each assume half the cost for all reasonable orthodontic costs incurred in regard to the children.
- (3) Both the Husband and Wife must consult and agree that the orthodontal costs incurred in regard to the children are reasonable and in the best interests of the children.

8. **EDUCATIONAL EXPENSES**

Once the Husband's obligation to pay child support in paragraph one (1) has ended, (the children have reached the age of twenty-one (21) and no longer qualify for child support, the Wife and the Husband will each pay for half the costs of the post-secondary education of the children, which costs include tuition, residence, supplies, equipment and other incidental expenses, to the extent that the children require assistance in paying such

expenses provided that it is reasonable and subject to any education plans that are in place. The Wife and the Husband acknowledge and agree that the costs of the post-secondary education of the children as set out in this paragraph will end when the children complete their first post-secondary degree and provided that the children are in school on a continuous full-time basis and subject to the parties ability to pay.

9. **BINDING UPON ESTATE**

This Agreement and everything contained herein shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

10. **GOVERNING LAW**

This Agreement will be governed by and construed according to the laws of Ontario.

11. **AGREEMENT TO SURVIVE DIVORCE**

If at any future time the parties are divorced, the terms of this Agreement will survive and continue in force.

12. **EXECUTION OF OTHER DOCUMENTS**

Each of the parties will execute any document and do all further things, at their own cost that are reasonably required from time to time to give effect to the terms and intent of this Agreement so long as the party required to execute the document would not be

prejudiced by signing said document.

13. **GENERAL**

- (1) There are no representations, collateral agreements, warranties or conditions affecting this agreement other than what is contained herein.
- (2) If any provision of any statute of any jurisdiction invalidates or voids this agreement, or any amendments to it, as a domestic contract, it is the intention of the parties that each provision of this agreement or any amendments to it be construed as a separate contract under ordinary contract law and enforceable as such.

14. **SEVERABILITY**

The invalidity or un-enforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

15. **FINANCIAL DISCLOSURE**

Each party

- (1) has fully and completely disclosed to the other the nature, extent and probable value of all his or her significant assets and all his or her significant debts or other liabilities existing at the date of this contract, and in addition to this

disclosure;

- (2) has given all information and particulars about his or her assets and liabilities that have been requested by the other;
- (3) is satisfied with the information and particulars received from the other; and
- (4) acknowledges that there are no requests for further information or particulars that have not been met to his or her complete satisfaction.

16. **AMENDED CONTRACT**

Any amendment of this contract will be unenforceable unless made in writing and signed by each party before a witness.

17. **INDEPENDENT LEGAL ADVICE**

The Wife and Husband each acknowledge that he or she:

- (a) has had independent legal advice;
- (b) has read the agreement in its entirety and has full knowledge of the contents;
- (c) understands his or her respective rights and obligations under this agreement, the nature of this agreement and the consequences of this agreement;
- (d) acknowledges that the terms of this agreement are fair and reasonable;
- (e) is entering into this agreement without any undue influence, fraud or coercion whatsoever; and
- (f) is signing this agreement voluntarily.

18. JOINT PREPARATION OF AGREEMENT

The parties acknowledge that each of them personally and by their lawyers have contributed to the preparation of this Agreement and that each of them has approved the last draft before settling it in final form.

19. SOLICITOR'S ATTESTATION

Each lawyer signs this agreement not only in his or her capacity as witness but also to attest that he or she explained to the client the meaning and implications at law of each provision of this agreement.

20. LEGAL ADVICE


The Husband and the Wife will each pay for their own legal fees for the preparation and execution of this Agreement.

CERTIFICATE AND AFFIDAVIT OF SOLICITOR

I, Gary A. Stern of the City of North York, in the Municipality of Metropolitan Toronto,
MAKE OATH AND SAY AS FOLLOWS:

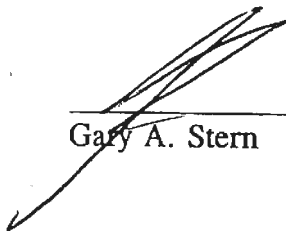
1. I am the solicitor for Gail Elizabeth Harvey (also known as Gail Elizabeth Herrington) and a subscribing witness to this Agreement and was present and saw it executed at the City of North York by Gail Elizabeth Harvey (also known as Gail Elizabeth Herrington).
2. I verily believe that the person whose signature I witnessed is the party of the same name referred to in the said Agreement.
3. I have advised the said Gail Elizabeth Harvey (also known as Gail Elizabeth Herrington) with respect to the Agreement and I believe that she is fully aware of the nature and effect of the terms of the Agreement and is signing it voluntarily.

SWORN BEFORE ME
at the City of North York, in the
Municipality of Metropolitan
Toronto this 12th day
of April, 1995.


Commissioner for taking Affidavits

**KATHERINE FRANCES BORSBOOM, a Commissioner,
etc., Municipality of Metropolitan Toronto, for Gary
A. Stern, Barrister and Solicitor.
Expires April 2, 1996.**

)
)
)
)
)
)
)




Gary A. Stern

CERTIFICATE AND AFFIDAVIT OF SOLICITOR

I, Gary A. Stern of the City of North York, in the Municipality of Metropolitan Toronto,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the solicitor for Gail Elizabeth Harvey (also known as Gail Elizabeth Herrington) and a subscribing witness to this Agreement and was present and saw it executed at the City of North York by Gail Elizabeth Harvey (also known as Gail Elizabeth Herrington).
2. I verily believe that the person whose signature I witnessed is the party of the same name referred to in the said Agreement.
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at the City of North York, in the
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Toronto this 12th day
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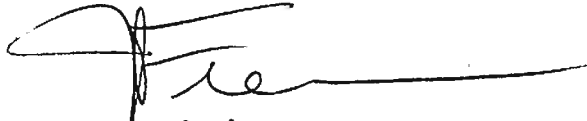
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Gary A. Stern

TAB C

***THIS IS EXHIBIT "C" ATTACHED TO
THE AFFIDAVIT OF
Gail Herrington
SWORN April 5, 2017***


A Commissioner, etc.

ONTARIO COURT (GENERAL DIVISION)

BETWEEN :

GAIL ELIZABETH HARVEY

This is Exhibit.....4.....referred to in the
affidavit of.....Ian J. Harvey.....
sworn before me, this.....6.....
day of.....July.....2006.....

Petitioner

- and -

IAN JOHN HARVEY

A COMMISSIONER FOR TAKING AFFIDAVITS
Donald B. Snider

Respondent

MINUTES OF SETTLEMENT

SUBJECT TO the approval of this Honourable Court, the parties agrees as follows:

1. The Petitioner shall be entitled to receive the following sums of money as set out herein as full and final settlement of her Net Family Property equalization claim:
 - (a) The Matrimonial Home located at 299 Warden Avenue, Scarborough, Ontario, shall be appraised by Lebow Real Estate Appraisers. Both the Petitioner and the Respondent have mutually agreed to retaining the services of Lebow Real Estate Appraisers. The price of the appraisal is to be paid by the Respondent. If the Ontario Legal Aid Plan agrees to pay one half of the cost of the appraisal on behalf of the Petitioner, the Petitioner agrees to reimburse the Respondent for half of the cost of the appraisal. If the Respondent is unable or unwilling to purchase the Petitioner's half interest in the Matrimonial Home after the deductions set out herein, then the Matrimonial Home will be listed for sale.
 - (b) Once the Matrimonial Home has been appraised, that value will be subject to the following deductions:
 - i. The first mortgage with the Canadian Imperial Bank of Commerce;
 - ii. The Real Estate Commission.

- (c) The remaining monies from the sale of the Matrimonial Home will be divided equally between the parties. The Respondent will hold in trust for the Petitioner her half share of the Matrimonial Home subject to the deductions set out above pending receipt by him of clear title to the Matrimonial Home which includes the removal of all:
- (i) executions against the Petitioner;
 - (ii) liens including liens from the Ontario Legal Aid Plan against the Petitioner;
 - (iii) Judgments against the Petitioner;
 - (iv) valid or invalid mortgages against the Petitioner other than the first mortgage with the Canadian Imperial Bank of Commerce;
 - (v) and all other encumbrances that the Petitioner may be responsible for.

Either the Petitioner or the Respondent is free to try and arrange with the Petitioner's Creditors a settlement of the Petitioner's debts in order to facilitate the Petitioner providing the Respondent with clear title to the Matrimonial Home.

- (d) The Respondent owes the Petitioner the further sum of \$6,500.00 as the Petitioner's further equalization claim to all remaining assets. The Respondent will hold in trust this amount of money pending receipt by him of clear title to the Matrimonial Home as more particularly set out above.
- (e) The amount of \$6,500.00 as set out in paragraph (d) for the equalization claim is derived as follows:
- i. After carefully reviewing the Respondent and Petitioner's financial statements the following values have been agreed upon. The Respondent's 1980 TR7, Ford Bronco, RRSP, Deferred Profit Sharing, Shares in the Toronto Sun have been valued at a global value of \$37,115.00. The Petitioner is entitled to half of this amount. From the Petitioner's half, the Respondent has paid on behalf of the Petitioner since the date of separation, the sum of \$3,536.00 on the joint Visa, the sum of \$2,761.00 on the joint personal line of credit, and miscellaneous other payments totalling \$1,000.00. The Respondent shall pay the remaining monies due and owing on the joint Visa for the Petitioner in the amount of \$1,300.00 and \$1,962.50 on the joint personal line of credit. It is understood and agreed between the parties that the Respondent must pay the remaining sums as set out above in order to satisfy the Petitioner's responsibility on the joint Visa and on the personal line of credit.

- (f) These Minutes of Settlement are subject to either party and their respective counsel receiving third party independent legal advice in order to satisfy themselves that these Minutes of Settlement can be acted upon without any liability to either party.
- (g) The terms of the entire Minutes of Settlement as set out herein are further conditional upon the following occurring:
 - (i) That the present holder of the second mortgage registered by the Petitioner is satisfied.
 - (ii) That all other charges, executions, liens, Judgments, present or future registered against the Matrimonial Home as a result of the Petitioner's actions are satisfied either in full or in partial payment and said executions are removed from the Matrimonial Home to permit clear title to be conveyed to the Respondent.
 - (iii) That the action commenced by the Respondent against Laurentian Bank et al is satisfied.
- (h) The Petitioner and the Respondent acknowledge and agree that the husband will be solely responsible for the loan made between Ray Harvey to the Petitioner and indemnify the Petitioner for any claims thereof including costs and damages.
- (i) There shall be joint custody of the children of the marriage, namely Meaghan Elizabeth Harvey born May 15, 1986 and Jonathon Peter Harvey born January 29, 1990. The terms of access shall be worked out by the parties and shall be liberal and reasonable upon twenty-four (24) hours notice. The status quo as currently in place shall remain in full force and effect. Should the parties not be able to work out any of the terms of joint custody, then either party shall be at liberty to commence an Application for the court to make a proper determination.
- (j) The Petitioner and the Respondent hereby authorize, direct and empower any police force within the appropriate jurisdiction to enforce these Minutes of Settlement if necessary.

- (k) The parties agree that the issue of child support shall be settled pursuant to a Separation Agreement which is conditional upon the acceptance of the Minutes of Settlement.
- (l) If one or more of the terms of these Minutes of Settlement is not satisfied then the entire Minutes of Settlement are null and void.

DATED at North York, Ontario this 12th day of April, 1995



WITNESS



WITNESS



GAIL ELIZABETH HARVEY

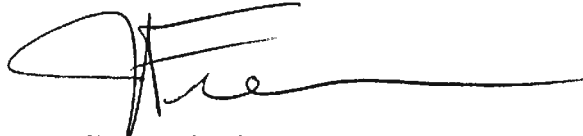
(also known as GAIL ELIZABETH HERRINGTON)



IAN JOHN HARVEY

TAB D

***THIS IS EXHIBIT "D" ATTACHED TO
THE AFFIDAVIT OF
Gail Herrington
SWORN April 5, 2017***

A handwritten signature in black ink, appearing to read 'G. Herrington', with a long horizontal flourish extending to the right.

A Commissioner, etc.

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0747474

91 11 27 15 36

New Property Identifiers

Additional See Schedule

Executions

Additional See Schedule

(1) Registry Land Titles (2) Page 1 of 4 pages

(3) Property Identifier(s) Block Property

(4) Principal Amount
THIRTY SIX THOUSAND ----- Dollars \$ 36,000.00

(5) Description
Parcel 1527, Section Scarborough being Lot 1527, Plan M-548
City of Scarborough
Municipality of Metropolitan Toronto
Land Titles Division of Toronto (No. 66)

Boundaries Act plan number BA-1830 registered as plan D-716 confirms the boundaries of the said land:

(6) This Document Contains (a) Redescription New Easement Plan/Sketch (b) Schedule for Description Additional Parties Other (7) Interest/Estate Charged Fee Simple

(8) Standard Charge Terms — The parties agree to be bound by the provisions in Standard Charge Terms filed as number 911 and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions (a) Principal Amount \$ 36,000.00 (b) Interest Rate see schedule attached % per annum (c) Calculation Period see schedule attached

(d) Adjustment Date 1991 11 26 (e) Payment Date and Period one payment on November 26, 1993 (f) First Payment Date 1993 11

(g) Payment Date 1993 11 26 (h) Amount of Each Payment one payment of principal and interest on November 26, 1993 Dollars \$

(i) Balance Due Date 1993 11 26 (j) Insurance Full replacement cost value Dollars \$


(10) Additional Provisions
The Chargor signing below acknowledges receiving a copy of this Charge and all schedules attached hereto, and agrees to be bound by the provisions of this Charge and all such schedules.

Continued Schedule

(11) Chargor(s) The chargor hereby charges the land to the chargee and certifies that the chargor is at least eighteen years old and that I am separated from my spouse. Ian John Harvey is my spouse. The Chargor hereby Charges her share in the joint tenancy of the above property.

The chargor(s) acknowledge(s) receipt of a true copy of this charge.

Name(s) HERRINGTON, Gail Elizabeth

Signature(s) 

Date of Sign. 1991 11

as to her share

(12) Spouse(s) of Chargor(s) I hereby consent to this transaction

Name(s) Signature(s) Date of Sign. Y M

(13) Chargor(s) Address for Service 299 Warden Avenue, Scarborough, Ontario

(14) Chargee(s) KERNOHAN, Robert, in Trust

(15) Chargee(s) Address for Service 66 Clancy Drive, Willowdale, Ontario M2J 2V8

(16) Assessment Roll Number of Property: Cty. Mun. Map Sub. Par. 19 01 012 430 00800

(17) Municipal Address of Property 299 Warden Avenue Scarborough, Ontario
299 Warden Avenue

(18) Document Prepared by: Eric Nadler, Esq. Cousins & Nadler Barristers and Solicitors 30 Village Centre Place Mississauga, Ontario L4Z 1V9

| Fees | |
|------------------|--|
| Registration Fee | |
| | |
| Total | |

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Payment Provisions for Charge/Mortgage of Land (Non-Amortized)

(Attach to Form 2)

The amount of principal secured by this Charge/Mortgage of Land is THIRTY SIX THOUSAND (\$36,000.00) DOLLAR

and the rate of interest chargeable thereon is set out below

PROVIDED THIS CHARGE/MORTGAGE TO BE VOID upon payment of THIRTY SIX THOUSAND (\$36,000.00) DOLLAR

of lawful money of Canada with interest at one and one-eighth (1 1/8%) per cent per month, calculated monthly, not in advance, being equivalent to 13.886% per annum, calculated half-yearly, not in advance, from November 26, 1991 to May 26, 1992, and thereafter, interest at three and three-quarters (3 3/4%) per cent per month, calculated monthly, not in advance, being equivalent to 49.436% per annum, calculated half-yearly, not in advance, from May 26, 1992 to November 26, 1993.

The said principal sum of \$ 36,000.00 shall become due and payable on the 26th day of November 19 93 and interest at the said rates calculated as aforesaid as well as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 26th day of November, 1993

in each year until the principal is fully paid, payment of interest to be computed at the said rates calculated as aforesaid upon the whole amount of principal hereby secured, to become due and payable on the 26th day of November next 19 93

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Additional Property Identifier(s) and/or Other Information

NOTWITHSTANDING the reference herein to the interest rate on a per annum basis and notwithstanding any other provision herein contained, the parties hereto acknowledge that it is their intention and agreement that the interest rate herein shall at all times be calculated monthly at a rate per month set out herein and the mortgagee shall not be deemed to reinvest any monthly or other payments received by him hereunder.

IN THE EVENT of any sale, conveyance, transfer or other disposition of the property, or any part thereof, then at the option of the Chargee, all monies hereby secured shall become forthwith due and payable.

THE CHARGOR when not in default, shall have the privilege of prepaying the whole principal sum hereby secured at any time or times, upon one month's written notice and upon the payment of a bonus equal to one month's interest calculated at the rate herein.

IN THE EVENT that the principal amount secured hereunder or any part thereof, or any accrued interest thereon is not paid on the balance due date, the Chargor shall not be at liberty to pay same, except upon payment of a bonus equal to three months' interest in advance thereon.

THE CHARGOR shall pay for each charge statement prepared and provided by the Chargee, a fee of \$150.00 for the preparation of such statement.

THE CHARGOR shall pay a fee of \$325.00 for the preparation and execution of any full or partial discharge of the Charge.

IN THE EVENT that any of the Chargor's cheques is not honoured when presented for payment to the Bank or Trust Company on which it is drawn or in the event that any payment cheque is received late, the Chargor shall pay to the Chargee for each such late or returned cheque, a fee of \$100.00 to cover the Chargee's administrative costs with respect to same. In the event that the said cheque which has not been honoured by the Chargor's Bank or Trust Company is not forthwith replaced by the Chargor or in the event that any late payment cheque is not forthwith received by the Chargee, the Chargee shall be entitled to a further fee of \$100.00 for each request which may be necessitated by such. The aforementioned fees shall be forthwith payable to the Chargee and if not so paid, shall become part of the debt secured and shall bear interest at the interest rate set forth in the Charge.

IN THE EVENT any service is requested of the Chargee or the Chargee is required to perform any service as a result of the default of the Chargor or to preserve his security, then the Chargee shall be entitled to the then current fee for such service and all damages occurred by virtue of the default. The aforementioned fee and such damages shall be forthwith payable to the Chargee and if not so paid, shall become part of the debt secured and shall bear interest at the interest rate set forth in the Charge.

ANY PAYMENT or prepayment of the principal sum, or payment of monies secured hereunder shall, notwithstanding any other provision of the Charge, only be made and credited on a banking business day. In the event a maturity date shall fall on a non-banking business day, or a payment of monies is received after 12:00 p.m. on a banking business day, or a payment of monies is received on a non-banking business day, interest shall continue to accrue until the next banking business day.

 FOR OFFICE
 USE ONLY

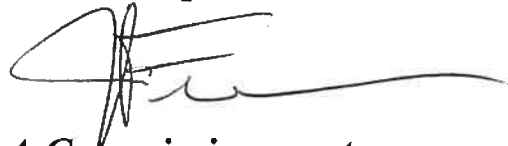
Additional Property Identifier(s) and/or Other Information

IN THE EVENT that the Chargor defaults in the performance or observance of any covenant, term or proviso herein, and such default shall not have been remedied within ten days, after written notice shall have been sent to the Chargor by prepaid mail addressed to her at the municipal address of the charged premises, the Chargee may, at his option, by notice in writing to the Chargor sent by prepaid mail as aforesaid, declare the whole of the principal hereby secured to be forthwith due and payable, together with accrued interest thereon.

FOR OFFICE
USE ONLY

TAB E

***THIS IS EXHIBIT "E" ATTACHED TO
THE AFFIDAVIT OF
Gail Herrington
SWORN April 5, 2017***

A handwritten signature in black ink, appearing to read 'G. Herrington', with a long horizontal flourish extending to the right.

A Commissioner, etc.

| | | |
|---|---|---|
| <p style="text-align: center; font-size: 24px; font-weight: bold;">C820125</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">93 01 28 13 36</p> | (1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> | |
| | (2) Page 1 of 2 pages | |
| | (3) Property Identifier(s) Block Property | |
| | (4) Nature of Document TRANSFER OF CHARGE | |
| | (5) Consideration THIRTY-SEVEN THOUSAND, NINE HUNDRED-SIXTY-SEVEN68/100 Dollars \$37,967.68 | |
| (6) Description Parcel 1527, Section Scarborough being Lot 1527 , Plan M-548 City of Scarborough Municipality of Metropolitan Toronto Land Titles Division of Toronto (No.66) Boundaries Act plan number BA-1830 registered as plan D-716 confirms the boundaries of the said lands. | | |
| (7) This Document Contains: | (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> | (b) Schedule for: |
| Additional: See Schedule <input type="checkbox"/> | Description <input type="checkbox"/> | Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/> |

(8) This Document provides as follows:

Continued on Schedule

(9) This Document relates to instrument number(s) C747474

| (10) Party(ies) (Set out Status or Interest) | Signature(s) | Date of Signature |
|--|--------------|-------------------|
| Name(s) | | Y M D |
| KERNOHAN, Robert, In Trust | | 1993 01 28 |
| Transferor | | |

(11) Address for Service 66 Clancy Drive, Willowdale, Ontario M2J 2V8

| (12) Party(ies) (Set out Status or Interest) | Signature(s) | Date of Signature |
|---|--------------|-------------------|
| Name(s) | | Y M D |
| LAURENTIAN BANK OF CANADA Trustee for RRSP 204-001-572 | | |
| Transferee | | |

(13) Address for Service c/o Janet Paulino 95 Wellington St. West, Toronto, Ontario M5J 2N7

| | | | | | | | | | | |
|---|--|---|------------------|--|--|--|--|--|--------------|--|
| (14) Municipal Address of Property 299 Warden Avenue Scarborough, Ontario | (15) Document Prepared by: Robert Kernohan 66 Clancy Drive Willowdale, Ontario M2J 2V8 | Fees and Tax <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">Registration Fee</td> <td style="width:20%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table> | Registration Fee | | | | | | Total | |
| Registration Fee | | | | | | | | | | |
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| Total | | | | | | | | | | |

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

Schedule Land Registration Reform Act, 1984 Transfer of Charge (Land Titles) (Attach to Form 4)

I / We,

KERNOHAN, Robert, In Trust

the registered owner(s) of the Charge dated the 27th day of November 1991, and registered on the 27th day of November 19 91, as Instrument No. C747474 made by HERRINGTON, Gail Elizabeth

If the Charge has not been transferred insert "me" or "us". If it has been transferred insert the name of original Mortgagee and add "and transferred to me" or "us".

to me

charging the land registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No.66) as Parcel 1527 in the Register for Section Scarborough being Lot 1527, Plan M-548, City of Scarborough in consideration of \$37,967.68

~~DOLLARS~~

paid to me, I transfer that Charge to Laurentian Bank of Canada Trustee for RRSP 204-001-572

~~either~~ as owner(s).

*See Footnote

There is now owing upon that Charge the sum of \$43,068.14 together with interest thereon from May 26, 1992.

Dated at the day of 19

Signatures of parties not required where Document General (Form 4) is executed by the proper parties.

Witness:

} Signature of Transferor(s)

*Note: Where the charge is transferred upon an agreement to re-transfer it, as mentioned in subsection 100 (7) of the Act, upon the payment of a sum of money or upon the performance of any other conditions insert: "(name(s) of transferee(s)) hereby agree(s) that he (they) will, upon payment to him (them) of the sum of \$ with interest thereon at per cent per annum as follows (or, as the case may be) re-transfer the charge to (name(s) of transferor(s))".

FOR OFFICE USE ONLY

TAB F

***THIS IS EXHIBIT "F" ATTACHED TO
THE AFFIDAVIT OF
Gail Herrington
SWORN April 5, 2017***

A handwritten signature in black ink, appearing to read 'G. Herrington', with a long horizontal flourish extending to the right.

A Commissioner, etc.

Statement of Claim (General)
(Form 14A under the Rules)

Court File No.

93 CQ 45325

ONTARIO COURT OF JUSTICE (GENERAL DIVISION)

B E T W E E N:

**LAURENTIAN BANK OF CANADA , TRUSTEE
FOR R.R.S.P. 204-001-572**

Plaintiff

- and -

GAIL ELIZABETH HERRINGTON

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

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 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.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$100.00 for costs and have the costs assessed by the court.

Date: *Nov 29*, 1993

Issued by

Luke Proulx
Local Registrar

Address of court office:

145 Queen Street West
Toronto, Ontario
M5H 2N9

TO:

GAIL ELIZABETH HERRINGTON, 10 Ledge Road, Scarborough, Ontario

1. **THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:**

- (a) Payment of the sum of \$74,686.06 due on a mortgage dated November 27, 1991;
- (b) Pre-Judgment interest on the aforementioned sum at the rate of 3.75 percent per month calculated monthly, not in advance, from November 26, 1993 to the date of payment or Judgment;
- (c) Post-Judgment interest at the rate of 3.75 percent per month, calculated monthly, not in advance, in accordance with the mortgage;
- (d) Costs of this action on a solicitor and client basis;
- (e) Such further and other relief as to this Court seems just.

2. The Plaintiff's claim is on a Mortgage dated November 27, 1991 made between GAIL ELIZABETH HERRINGTON as Mortgagor and ROBERT KERNOHAN, IN TRUST as Mortgagee registered on November 27, 1991 in the Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) as Instrument No. C747474 under which the Mortgagor mortgaged her share of the property hereinafter described for a term of two years.

3. By Assignment of Mortgage registered on January 28, 1993 and registered as Instrument No. C820125 the Mortgage was assigned by ROBERT KERNOHAN, IN TRUST to LAURENTIAN BANK OF CANADA, TRUSTEE FOR R.R.S.P. 204-001-572.

4. The Mortgage provides for payment of principal, interest and other matters as follows:

| | |
|-----------|-------------|
| Principal | \$36,000.00 |
|-----------|-------------|

Interest 1 1/8 percent per month, calculated monthly, not in advance, from November 26, 1991 to May 26, 1992, and thereafter, interest at three and three-quarters (3 3/4%) percent per month, calculated monthly, not in advance from May 26, 1992 to November 26, 1993.

Payments one payment of principal and interest on November 26, 1993

Balance Due Date November 26, 1993

5. Default in payment of principal and interest occurred on November 26, 1993, and continues.

6. The mortgage also provides that the Mortgagor shall pay all costs incurred by the Mortgagee in endeavoring to collect the monies due under the mortgage on a solicitor and client basis.

7. There is now due:

| | |
|--------------------------------------|--------------------|
| Principal as at November 26, 1993 | \$36,000.00 |
| Interest to November 26, 1993 | \$38,686.06 |
| TOTAL AS AT NOVEMBER 26, 1993 | \$74,686.06 |

8. The following is a description of the mortgaged property:

Parcel 1527, Section Scarborough, being Lot 1527, Plan M-548, City of Scarborough,
Municipality of Metropolitan Toronto.

The Property is municipally known as 299 Warden Avenue, Scarborough, Ontario.

9. The Plaintiff proposes that this action be tried at the City of Toronto.

Date of Issue: November 29, 1993

BRESVER, GROSSMAN, SCHEININGER
& DAVIS

Barristers & Solicitors
2800-390 Bay Street
Toronto, Ontario
M5H 2Y2

869-0366
Andrea M. Habas

Solicitors for the Plaintiff

LAURENTIAN BANK OF CANADA,
TRUSTEE FOR R.R.S.P. 204-001-572

- and -

GAIL ELIZABETH HERRINGTON

Court File No.

93 CP 45325

ONTARIO COURT (GENERAL DIVISION)

Proceeding commenced at TORONTO

STATEMENT OF CLAIM

BRESVER, GROSSMAN, SCHEININGER
& DAVIS
Barristers & Solicitors
2800 - 390 Bay Street
Toronto, Ontario
MSH 2Y2

(416) 869-0366
Andrea M. Habas

Solicitors for the Plaintiff

Court File No.

Gail Herrington
Applicant

- and -

Ian Harvey and Laurentian Bank of Canada
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

Affidavit

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Solicitor for the Applicant