

**RETAINER FROM BORROWER
MORTGAGE TRANSACTION
ACTING FOR LENDER**

TO: DAVID W. DOLSON, Barrister & Solicitor

Date:

Name:

Address of Security:

Our Mailing Address (if different)::

Telephone Numbers: Work:
Home:
Cell:

PROPOSED LENDER:

You have been selected by our proposed lender to act on their behalf and at our expense with respect to a proposed mortgage loan secured on the property described above. We agree to pay your proper legal fees, as set out in Schedule "A" hereto and disbursements in connection with this proposed transaction **WHETHER OR NOT THE LOAN TRANSACTION IS COMPLETED OR ANY FUNDS ARE ADVANCED** in connection with the investigation of title, obtaining of mortgage statements, drafting of security documents, and registration. We acknowledge that disbursements will include registration costs, and title insurance (to be obtained at our expense from a title insurer selected by you and the lender).

We have been advised and understand that your legal fees as quoted are exclusive of disbursements. Your quoted fees do not include drafting and registration of postponements, discharges of previous mortgages, or transfers of title for which additional fees will be payable based on your hourly rate of \$350.00 per hour.

We fully understand that you are acting **SOLELY** as the solicitor for the mortgage lender for whom you regularly act, in this transaction, and you are not acting in any respect as our solicitor although we are paying the lender's legal fees. **We acknowledge that we have been advised to seek independent legal representation regarding this transaction by the lender and yourself and if we have not obtained such representation that we have consciously decided to proceed without same.**

David W. Dolson may be retained by the mortgage lender to enforce the mortgage on any default by foreclosure or power of sale, or otherwise.

We shall provide you by fax or e-mail, as soon as possible with:

1. A completed Mortgage Appointment - Information Required;
2. A completed Authorization and Direction to Existing Mortgagee;
3. A completed Authorization and Direction to Insurance Broker;

and acknowledge that any delay in providing this information may result in a delayed closing.

We are aware that we may (and have been advised that we should) appoint our own solicitor, at our expense, to review the mortgage documents with us, and to witness our signature. If we fail to do and elect to execute documents at your office we acknowledge that you are not providing us with any legal advice or representation, that we are acting in this mortgage transaction on our own behalf, and you are NOT acting in any manner as our lawyer but solely for the mortgagee.

Yours truly,

signature:

name:

signature:

name:

SCHEDULE "A"
MORTGAGE TRANSACTION FEES 2009

First Mortgage Transactions: Home Trust, Equitable Trust, Street Capital \$735.00 plus GST and disbursements; ****

Royal Bank, Bank of Nova Scotia (non RRSP), Toronto-Dominion Bank, \$550.00 plus GST and disbursements ****

Home Trust Equity Visa: \$550.00 plus GST and disbursements ****

**** if there are more than 3 payouts including prior mortgages additional payouts will be charged at \$35.00 per payout;

Private Lenders:	under \$25,000	\$600 plus GST and disbursements
	Over \$25,000	\$700 plus GST and disbursements

if more than one property is included (blanketed mortgage) then additional fee of 1.5 times basic fee