


**AUCTION SALE CONDITIONS****FORM B**

APPROVED AS TO FORM: APPROUVÉ QUANT À LA FORME: DATE/FAIT LE February 26, 2025 
ASST/DEPUTY DISTRICT REGISTRAR SOUS-REGISTRAIRE DE DISTRICT/ REGISTRAIRE DE DISTRICT ADJOINT

District of Portage la Prairie

**MORTGAGEE:** Stride Credit Union Limited

**LAND (DESCRIPTION):**

LOT 1 BLOCK 1 PLAN 491 PLTO  
EXC ALL MINES AND MINERALS  
IN NW 1/4 20-16-9 WPM

**MORTGAGE NUMBER 1170590/3**

**TITLE NUMBER 2993872/3**

**MORTGAGEE'S SOLICITOR:**

Bjorn Christianson, K.C.  
Christianson TDS  
2210 Saskatchewan Ave W  
Portage la Prairie MB R1N 0X1  
Phone: (204) 857-7851  
Email: bc@tdslaw.com

1. The Purchaser shall obtain possession of the Land at the Purchaser's own expense.
2. Property taxes in respect of the Land are paid up to the 31<sup>st</sup> day of December, 2022. The property is sold subject to the taxes and penalties accruing after that date and any outstanding water accounts (whether added to the Tax Roll or not) and subject to all exceptions and reservations contained in the original Grant from the Crown and current Certificate of Title, all municipal and statutory liens having priority over the Mortgage and also subject to the provisions of *The Real Property Act*, amendments thereto and to the following: Nil.
3. The Purchaser shall bear all other expenses including searches, investigations, registrations, land transfer tax and GST.
4. The Purchaser shall be deemed to have relied on the Purchaser's own inspection and knowledge of the Land, its true condition, possible liabilities and the title thereto independent of any representations by or on behalf of the Mortgagee and no error, misstatement or mistake shall annul this sale, nor shall any compensation be allowed to the Purchaser in respect thereof.
5. The highest bidder shall be the Purchaser and if any dispute arises between two or more bidders, the Land shall be put up again at a former bidding. No person may advance at any bidding less than an amount established by the auctioneer and no bidding shall be retracted.
6. The Land is being sold subject to a Reserve Bid of \$ \_\_\_\_\_ or a Reserve Bid as announced at the sale. If the highest bid does not meet the Reserve Bid then there is no sale.
7. The successful purchaser shall, at the time of the sale, pay by cash, certified cheque or bank

draft to the Mortgagee's Solicitor a deposit of \$5,000 and shall execute the within Agreement to complete the purchase according to these terms. The maximum amount of cash that may be provided as part of the deposit is \$7,500.

8. The balance of the purchase price together with interest thereon at the rate of Prime + 3% (currently 5.20 + 3%) per annum from the date of the sale shall be due and payable to the Mortgagee's Solicitor within 28 days from the date of the sale.
9. The Mortgagee represents that default has been made under the Mortgage and that it has the power to sell the Land. The Mortgagee shall be responsible only for providing the Transfer of Land under the Power of Sale and associated proofs and shall not be required to enter into any other covenant. The Purchaser shall obtain at the Purchaser's own expense any other documents required by the Purchaser. The Mortgagee shall have a reasonable time after payment in full of the purchase price and interest for preparation of the Transfer of Land Under Power of Sale and associated proofs.
10. If the Purchaser shall fail to pay the balance of the purchase price and interest thereon within the time set forth above, the deposit shall be absolutely forfeited to the Mortgagee who may thereupon sue the Purchaser for the balance of the purchase price and interest and resell the Land in such manner and on such terms as the Mortgagee shall think fit and any deficiency which may result from such resale after deducting all costs, charges and expenses attending to such resale shall be borne by the Purchaser and shall be recoverable by the Mortgagee as and for liquidated damages. It shall not be necessary for the Mortgagee to tender a Transfer of Land to the Purchaser in order to have recourse to these remedies.
11. Time shall be in every respect of the essence of this contract.
12. Additional Terms: SEE SCHEDULE "A" ATTACHED

At the sale by auction made this day of the Land the undersigned was the highest bidder for and declared to be the Purchaser of the same at the price of \$\_\_\_\_\_, and the undersigned has paid the sum of \$\_\_\_\_\_, by way of a deposit and in part payment of the purchase money, and hereby agrees to complete the said purchase according to the above conditions.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
For the Mortgagee

Purchaser's name(s) for purpose of title:

Name of Purchaser(s) Solicitor:

## **SCHEDULE "A" FORMING PART OF AUCTION SALE CONDITIONS**

1. The Purchaser acknowledges and agrees that there are no representations and/or warranties made by the Mortgagee, or anyone acting on the Mortgagee's behalf, as to the condition of, or title to, or use of, zoning of, or with respect to any other matter or things in connection with the Land or any buildings located thereon, nor as to the performance of any parts thereof nor as to the presence or absence of hazardous substances on the land including, without limitation, urea formaldehyde foam insulation. The Purchaser acknowledges that the land is sold on an "as is, where is" basis and the Purchaser agrees to complete the purchase without abatement of purchase price.
2. The Purchaser acknowledges that he/she has relied entirely upon their own inspection and investigation with respect to quantity, quality and the value of land.
3. The Purchaser acknowledges that the fixtures and chattels presently on the premises are to be taken by the Purchaser at the Purchaser's own risk completely, without representation or warranty of any kind from the Mortgagee as to title, state of repair of any such fixtures and chattels. All fixtures and chattels are on an "as is, where is" basis.
4. The Purchaser accepts any and all encroachments on or over the land and shall not hold the Mortgagee responsible with respect to same.
5. The Purchaser shall be responsible for payment of the registration costs (including, without limitation, the cost of registration of the Mortgagee's Transfer of Land, the Request/Transmission, and all applicable Land Transfer Tax and Goods and Services Tax), as well as the Mortgagee's solicitor costs for closing the Agreement of Purchase and Sale herein pursuant to the Tariff of Costs under The Real Property Act of Manitoba.
6. The Purchaser undertakes not to make major renovations to the Property until the District Registrar approves the terms of the Agreement of Purchase and Sale and causes title to issue in the Purchaser's name. Should the Purchaser fail to observe this condition and breach same, the Purchaser shall be bound to return the property to its status as it was prior to the time of closing and possession. Further, should any liens be registered against the property, the Purchaser covenants to remove same from the Title and to indemnify and save harmless the Mortgagee from any claims of any such contractors. In the event that the improvements have in fact improved the subject property, the Mortgagee shall be under no responsibility to reimburse the Purchaser for any such "benefit" which shall accrue to the Mortgagee given that it has been done without the Mortgagee's knowledge or approval.
7. The Mortgagee will not provide any form of Declaration as to Possession to the Purchaser's solicitor on closing (except as to residency).
8. The Purchaser will assume all utility costs, exclusive of water, relative to the subject property from and including the date of auction sale (water having been dealt with in paragraph 2 of the Auction Sale Conditions).