

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS MORTGAGE, made the _____ day of _____, in the year
BETWEEN

_____,
the mortgagor,

and

_____,
the mortgagee,

WITNESSETH, that to secure the payment of an indebtedness in the sum of _____ dollars,
lawful money of the United States or so much thereof as may be advanced, to be paid

with interest thereon to be computed from the date of each advance, at the rate of _____ per
centum per annum, and to be paid on the _____ day of _____ in the year _____, next
ensuing and thereafter,

according to a certain bond,note or obligation bearing even date herewith, the mortgagor hereby mortgages to the mortgagee

TOGETHER with all right, title and interest of the mortgagor in and to the land lying in the streets and roads in front
of and adjoining said premises;

TOGETHER with all fixtures, chattels and articles of personal property now or hereafter attached to or used in
connection with said premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal
stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and
electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen
cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of
every kind in or used in the operation of the buildings standing on said premises, together with any and all replacements
thereof and additions thereto;

ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof; or (f) if on application of the mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the premises; or (g) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto; or (h) after thirty days' notice to the mortgagor, in the event of the passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (i) if the mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage or of those contained in the building loan contract hereinafter mentioned.

15. That the mortgagor will, in compliance with Section 13 of the Lien Law receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

16. This mortgage is made pursuant to a certain building loan contract between the mortgagor and the mortgagee dated in the year _____, and intended to be filed in the office of the Clerk of the County of

on or before the date of the recording of this mortgage, and is subject to all the provisions of said contract as if they were fully set forth herein and made part of this mortgage.

This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the mortgagor, the heirs, personal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the benefit of the mortgagee, the personal representatives, successors and assigns of the mortgagee and all subsequent holders of this mortgage. The word "mortgagor" shall be construed as if it read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees" whenever the sense of this mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:
