BERTHA M. EDWARDS AND

HUSBAND

TO

TITLE GUARANTEE AND TRUST COMPANY

to 112040

Dated,

1922.

\$ 6500.

MORTGAGE.

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6048 LIES IN BLOCK

IN SECTION

18

MAP OF THE COUNTY OF A Kings

Title Guarantee and Trust Company,

176 Broadway, New York.

175 Remsen Street Brooklyn.

196 Montague Street,

350 Fulton Street, Jamaica.

THIS MORTGAGE, made the nineteen hundred and twen ty-two

27 day of July

BERTHA M. EDWARDS and THOMAS R. EDWARDS, her husband of the borough of Brooklyn, of the City of New York, County of Kings and State of New York,

, the mortgagor

and TITLE GUARANTEE AND TRUST COMPANY, a corporation organized under the Laws of the State of New York, whose principal office is at Number 176 Broadway, in the Borough of Manhattan, City of New York, the mortgagee.

WITNESSETH, that to secure the payment of an indebtedness in the sum of

SIXTY FIVE HUNDRED

dollars, lawful money of the United States, to be paid on the

, in the year nineteen hundred and
interest thereon to be computed from

per centum per annum, and to be paid on the first day of December

next ensuing the date hereof, and semi-annually thereafter, according to a certain bond or obligation bearing

even date herewith, the mortgagor hereby mortgages to the mortgagee.

ALL that certain plot, piece or parcel of land, situate, lying and being in the borough of Brooklyn, of the City of New York, County of Kings and State of New York, bounded and described as follows, to wit:-

BEGINNING at a point on the southerly side of Eightyseventh Street, distant three hundred and twenty-five feet easterly from the corner formed by the intersection of the southerly side of Eighty-seventh Street with the easterly side of Ridge Boulevard (formerly Second Avenue); running thence southerly parallel with Ridge Boulevard, one hundred feet; thence easterly parallel with Eighty-seventh Street. fifty feet; thence northerly again parallel with Ridge Boulevard, and part of the distance through a party wall. one hundred feet, to the southerly side of Eighty-seventh Street, and thence westerly along said southerly side of Eighty-seventh Street, fifty feet, to the point or place of beginning.

ALSO all the right, title and interest of the said mortgagor, of, in and to Eighty-seventh Street, lying in front of and adjoining said premises to the centre line thereof.

TOGETHER with all fixtures and articles of personal property, now or hereafter attached to, or used in connection with the premises, all of which are covered by this mortgage.

AND the mortgagor covenants with the mortgagee as follows:

- I. That the mortgagor will pay the indebtedness as hereinbefore provided.
- 2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee.
- 3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
- 4. That the whole of said principal sum shall become due at the option of the holder of this mortgage immediately after default in the payment of any installment of principal, or in the payment of interest for thirty days, or after default in the payment of any tax, water rate or assessment for thirty days.
- 5. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
- 6. That the mortgagor will pay all taxes, assessments or water rates, and in default thereof, the mortgagee may pay the same.
- 7. That the mortgagor within six days upon request in person or within thirty days upon request by mail will furnish a statement of the amount due on this mortgage.
 - 8. That notice and demand or request may be in writing and may be served in person or by mail.
 - 9. That the mortgagor warrants the title to the premises.
- 10. That in case of a sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.
- II. That the whole of the principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand in the payment of any installment of any assessment for local improvement heretofore or hereafter laid which is or may become payable in annual installments, and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installments be not due and payable at the time of such notice and demand; and also that the whole of said principal sum shall become due at the option of the mortgagee upon any default in keeping the buildings on the premises insured against loss by fire as required by paragraph numbered "2" above, or immediately upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises, or if after application by any holder of this mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies upon real property situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies.
- 12. In the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

13. That the holder of this mortgage, in any action to foreclose it, shall be entitled, (without notice and without regard to the adequacy of any security for the debt), to the appointment of a receiver of the rents and profits of said premises; and in the event of any default in paying said principal or interest, such rents and profits are hereby assigned to the holder of this mortgage as further security for the payment of said indebtedness.

14. If any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage and by the bond which it secures. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

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

IN PRESENCE OF:

Bertha m. Edward

STATE OF STATE OF NEW YORK COUNTY OF KINGS 1922 before me came day of BERTHA M. EDWARDS and THOMAS R. EDWARDS, her the individuals described in, and to me known to be who executed the foregoing instrument, and severally acknowledged that they executed the same. STATE OF COUNTY OF On the before me came to me known, who, being by me duly sworn, did depose and say that he resides in the corporation described in, and which executed the foregoing instru-

ment; that he knows the seal of said corporation; that the seal affixed

to said instrument is such corporate seal; that it was so affixed by

name thereto by like order.

order of the board of

that he signed

of said corporation; and

without regard to the adoption of any second, for the death, to the appointment of a review of

COUNTY OF On the day of , before me came the individual described in, and to me known to be who executed the foregoing instrument, and acknowledged that executed the same. STATE OF On the 19 before me came . the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say, that he resides in In or count about said precious strateging or services;

to be the individual described in, and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

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