

1137
[DUPLICATE]

No.

855610

CATSKILL SAVINGS BANK

WITH

DORA SHIELDS

244-87-P4
4828

Extension Agreement

THE LAND AFFECTED BY THE WITHIN
INSTRUMENT LIES IN BLOCK 6048

IN SECTION 18 ON THE LAND
MAP OF THE COUNTY OF Kings

Title Guarantee and Trust Company,

CAPITAL FUNDS, \$28,000,000

176 BROADWAY, NEW YORK
175 REMSEN STREET, BROOKLYN
160-08 JAMAICA AVE., JAMAICA
13 EAST 45th STREET, NEW YORK
271 WEST 125th STREET, HARLEM
370 EAST 149th ST., BRONX
BRIDGE PLAZA NORTH, L. I. CITY
56 BAY STREET, ST. GEORGE, S. I.
MINEOLA, LONG ISLAND
RIVERHEAD, LONG ISLAND

Guar. # 112040

JUN 30 1928

J. W. REYCRRAFT
7/27.

AGREEMENT, made the _____ day of July
one thousand nine hundred and **twenty-eight** between
CATSKILL SAVINGS BANK, a corporation organized under the laws of
the State of New York.

hereinafter designated as the party of the first part, and
DORA SHIELDS

hereinafter designated as the party of the second part:

WITNESSETH, that the party of the first part, the holder of a certain bond made by
BERTHA M. EDWARDS and husband.

dated July 27th, 1922, secured by a mortgage bearing even date therewith,
and recorded in the office of the Register of the County of Kings in Liber 5182
of Section 18 Block 6048 of Mortgages, page 420, on which bond there is
now due the sum of SIXTY FIVE HUNDRED

Dollars.

with interest thereon, in consideration of one dollar paid by said party of the second part, and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby extend the payment of the principal indebtedness secured by said bond to the 27th day of July one thousand nine hundred and thirty-one; PROVIDED the party of the second part meanwhile pays interest on the amount owing on said bond at the rate of six per centum per annum, from June first, 19 28,

semi-annually, on the first days of **December** and **June** in each year and also complies with all other terms of said bond and mortgage as hereby modified; **AND** the party of the second part, in consideration of the above extension and of one dollar paid by said party of the first part, and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby covenant to pay said principal sum and interest as above set forth, and not before the maturity thereof as the same is hereby extended, and to comply with the other terms of said bond and mortgage; and the party of the second part covenants that the principal and the interest hereby agreed to be paid, shall be a lien on the mortgaged premises and be secured by said bond and mortgage and that when the terms of said bond and mortgage in any way conflict with the terms and provisions of this agreement, the terms and provisions of this agreement shall prevail, and that there are no offsets or defenses to said bond and mortgage.

The party of the second part represents that **she**
now owns the premises described in said mortgage.

And the party of the second part covenants with the party of the first part as follows:

1. That the party of the second part will pay the indebtedness as hereinbefore provided.
2. That the party of the second part will keep the buildings on the premises insured against loss by fire for the benefit of the party of the first part.
3. That no building on the premises shall be removed or demolished without the consent of the party of the first part.

4. That the whole of said principal sum shall become due at the option of the holder of said 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 said mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

6. That the party of the second part will pay all taxes, assessments or water rates, and in default thereof, the party of the first part may pay the same.

7. That the party of the second part within six days upon request in person or within thirty days upon request by mail will furnish a statement of the amount due on said mortgage.

8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the party of the second part warrants the title to the premises.

10. That in case of a sale, said premises, or so much thereof as may be affected by said mortgage, may be sold in one parcel.

11. That the whole of the principal sum shall become due at the option of the party of the first part 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 party of the first part 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 said 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 mortgage 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 agreement 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 said mortgage, the holder of said 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 said 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 said mortgage as further security for the payment of said indebtedness.

14. If any action or proceeding be commenced (except an action to foreclose said mortgage or to collect the debt secured thereby) to which action or proceeding the holder of said mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of said mortgage, all sums paid by the holder of said mortgage for the expense of any litigation to prosecute or defend the rights and lien created by said mortgage (including reasonable counsel fees), shall be paid by the party of the second part, 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 said mortgage, and shall be deemed to be secured by said mortgage and by the bond which it secures. In any action or proceeding to foreclose said 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.

15. This agreement is made by the party of the first part, the record holder of said bond and mortgage, for itself, or, if the party of the first part has assigned said bond and mortgage to any actual owner who has title thereto, by or through assignment of said bond and mortgage made by said party of the first part, then it is understood and agreed between the party of the first part and the party of the second part that in executing this instrument the party of the first part is agent for the actual owner of said bond and mortgage, and that said actual owner and the party of the second part are bound by this instrument in the same manner as if it were executed by such actual owner.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

CATSKILL SAVINGS BANK

BY:-

William Palmer

President

BY:-

William F. Jones

Secretary



In the presence of:-

William F. Jones

Dora Shields



STATE OF *New York* } ss.:
COUNTY OF *Kings*

On the *7th* day of *July* 19 *28*,
before me came

DORA SHIELDS

to me known to be the individual described in, and
who executed the foregoing instrument, and **duly**
acknowledged that **she** executed the same.

M. Malanoff
NOTARY PUBLIC

Kings County Clerk's No. 33
Kings County Register's No. 130
My Term expires March 30, 1930.

STATE OF **NEW YORK** } ss.:
COUNTY OF **Greene**

On the **21st** day of **July**, 19 **28**,
before me personally came **William Palmatier and Addison P. Jones both**
to me known, who, being by me duly sworn, did depose and say
that ~~they~~ **reside** in **Catskill** in said County of **Greene**;
that said **William Palmatier** is the President
and said **Addison P. Jones** is the Secretary of
CATSKILL SAVINGS BANK

the corporation described in, and which executed the foregoing in-
strument; that ~~they~~ **know** the corporate seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that
it was so affixed by order of the board of **Trustees** of said
corporation; and that ~~he~~ **signed** the same thereto by like order.

Notary Public, in and for Kings, Queens and Nassau Counties.
Certificate filed in Kings, Queens and Nassau Counties.
Kings County Register's No. 200
Kings County Clerk's No. 107
Queens County Register's No. 1953
Queen's County Clerk's No. 333
Nassau County Clerk's No. 1
Term expires March 30, 1930.

STATE OF } ss.:
COUNTY OF

On the day of 19 ,
before me came

to me known to be the individual described in, and
who executed the foregoing instrument, and
acknowledged that executed the same.

STATE OF } ss.:
COUNTY OF

On the day of 19 ,
before me came

to me known to be the individual described in, and
who executed the foregoing instrument, and
acknowledged that executed the same.

STATE OF } ss.:
COUNTY OF

On the day of 19 ,
before me personally came

to me known, who, being by me duly sworn, did depose and say
that ~~he~~ **resides** in ; that he is the of

the corporation described in, and which executed the foregoing in-
strument; that he knows the corporate seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that
it was so affixed by order of the board of of said
corporation; and that he signed name thereto by like order.

STATE OF } ss.:
COUNTY OF

On the day of 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

; that he knows

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.

FOR AND IN CONSIDERATION OF ONE DOLLAR duly paid, the **UNDERSIGNED**, the
holder of certain mortgage recorded in the Office of the
of the County of in Liber page of Mortgages, in Section
, Block
which mortgage lien on the premises therein described subject and subordinate to the
lien of the within recited mortgage, **DOES HEREBY CONSENT AND AGREE**
to the execution, delivery and recording of the within agreement, and that said mortgage, held
by the undersigned, shall be subject and subordinate thereto.

WITNESS

this
day of nineteen hundred and

IN THE PRESENCE OF:

**RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE**

JUL 20 1928

COUNTY OF
STATE OF

COMPARED

Liber

Page