

1137

No.

855610

CATSKILL SAVINGS BANK

WITH

DORA SHIELDS

833

**EXTENSION  
AGREEMENT**

THE LAND AFFECTED BY THE WITHIN IN-  
STRUMENT LIES IN BLOCK 6048 IN  
SECTION 18 ON THE LAND MAP OF  
THE COUNTY OF Kings

**Title Guarantee and Trust Company**

OFFICES:

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

Guar. No. 112040

MAY 22 1931

P. UNDERWOOD

127

**AGREEMENT**, made the 25 day of May  
one thousand nine hundred and thirty-one 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 SIX THOUSAND 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-four; **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 December first, 1930,

semi-annually, on the first days of June and December 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 mort-  
gage; 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  
now owns the premises described in said mortgage.

she

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; that the whole of said principal sum shall become due at the option of the party of the first part immediately upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises, and in the event of such demolition or removal of any building the interest on the indebtedness secured by said mortgage shall be at the rate of six per centum per annum from the date of the commencement of such demolition or removal, if such interest rate at that time be less than six per centum per annum; 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.

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. 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.



14. That the whole of said principal sum shall become due at the option of the party of the first part if the buildings on said premises are not maintained in reasonably good repair, after notice of the condition of the building is given to the party of the second part, or upon the failure of any owner of said premises to comply with the requirements of any Governmental Department claiming jurisdiction, within three months after an order making such requirement has been issued by said Department, or upon the failure of any owner of said premises or any person holding under said owner as tenant, lessee or otherwise, to comply with the laws and statutes enacted by the Congress of the United States, relative to the Eighteenth Amendment to the Constitution of the United States and all statutes, orders, requirements or decrees relating to said premises by any Federal or State authority by virtue of said Eighteenth Amendment to the Constitution of the United States.

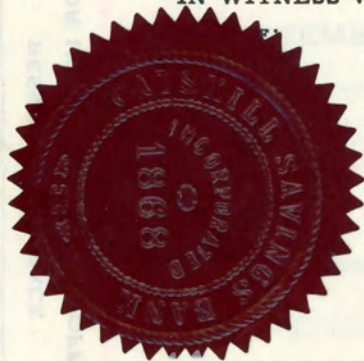
15. And the said party of the second part for herself, her heirs, executors, administrators

and assigns does hereby assign unto the said party of the first part, its successors and assigns any and all award and awards heretofore made and hereafter to be made by the City of New York, or any Municipal or State authorities to the present and all subsequent owners of the mortgaged premises including any award or awards for any change or changes of grade of streets affecting said mortgaged premises and the said party of the first part, its successors and assigns (at its or their option) are hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of said bond and mortgage, notwithstanding the fact that the amount owing on account of said bond and mortgage may not then be due and payable, and the said party of the second part for herself, her heirs, executors, administrators

and assigns hereby covenants and agrees to and with the said party of the first part, its successors and assigns upon request to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the holder of said bond and mortgage free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

16. 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 K. Kluwe*  
President

BY:-

*Addison Jones*

Secretary

In Presence Of:-

*x Dora Shields*





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

On the *15* day of *May* 193*1*, 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. J. L. L. L.*  
NOTARY PUBLIC  
Kings County Clerk's No. 45  
Kings County Register's No. 2061  
Term expires March 30, 1932

STATE OF NEW YORK, }  
COUNTY OF GREENE, } ss.:

On the *10th* day of *June*, 193*1*,

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 they signed their names thereto by like order.

*Flource Lacro*  
Notary Public

Notary Public in and for Greene County  
Certificate filed in Kings, Queens and Nassau Counties  
Kings County Register's No. 2091  
Kings County Clerk's No. 118  
Queens County Register's No. 1475  
Queens County Clerk's No. 55  
Nassau County Clerk's No.  
Term expires March 30, 1932

STATE OF }  
COUNTY OF } ss.:

On the day of 193 , 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 }  
COUNTY OF } ss.:

On the day of 193

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.

**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

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COMPARED

LIBER

PAGE