

1137

No. 855610

CATSKILL SAVINGS BANK

WITH

DORA SHIELDS

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  
100-08 JAMAICA AVE., JAMAICA  
12 EAST 45th STREET, NEW YORK  
77 WEST 125th STREET, HARLEM  
177 EAST 149th ST., BRONX  
BRIDGE PLAZA NORTH, L. I. CITY  
10 BAY STREET, ST. GEORGE, S. I.  
MINEOLA, LONG ISLAND  
RIVERHEAD, LONG ISLAND

Guar. # 112040

JUN 30 1928

J. W. REYCRAFT

7/27

**AGREEMENT**, made the 7 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.

m. 10  
7/2/28



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 Jones*  
Secretary



In the presence of:-

*William Jones*

*Lora Shields*





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

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.

*William*  
NOTARY PUBLIC  
Kings County Clerk's No. 33  
Kings County Register's No. 130  
My Comm. Expires March 30, 1930

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

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 ~~they~~ signed the name thereto by like order.

Notary Public, in and for the County of Kings.  
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. 1958  
Queen's County Clerk's No. 333  
Nassau County Clerk's No.   
My Comm. Expires March 30, 1930.  
STATE OF  
COUNTY OF

} ss.:

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  
COUNTY OF } ss.:

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  
COUNTY OF } ss.:

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  
COUNTY OF } ss.:

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 1908**

**COMPARED**

**Liber**

**Page**