

copy 5
Title No. _____

Loan No. _____

DOROTHY SHIELDS ET AL

Address

**27 ELLSWORTH STREET
SPRINGVALE,
MAINE**

To

**WILLIAM H. SAUL AND
ELLA C. SAUL**

Bond

\$ 14,000.00

Dated September 2, 1975

USLIFE TITLE
Standard Form of New York Board of Title Underwriters
Distributed by USLIFE TITLE INSURANCE COMPANY of New York

COPY

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

KNOW ALL MEN BY THESE PRESENTS.

That DOROTHY PELLETIER, 27 ELLSWORTH STREET, SPRINGDALE, MAINE,
JOSEPH E. SHIELDS, 244 87TH STREET, BROOKLYN, NEW YORK,
FRANCIS J. SHIELDS, 28 ASHLEY DRIVE, BALLSTON LAKE, NEW YORK,
VERONICA T. TERGESEN, R.D. #2, Box 397 B, SUNRISE DRIVE,
RED HOOK, NEW YORK, AND GENEVIEVE DALY, 4124 CROSSWICH TURN,
BOWIE, MARYLAND.

hereinafter designated as the obligor, does hereby acknowledge the obligor to be justly indebted to
WILLIAM H. SAUL AND ELLA C. SAUL, RESIDING AT
9015-5TH AVENUE, BROOKLYN, NEW YORK

hereinafter designated as the obligee, in the sum of FOURTEEN-THOUSAND-----
(14,000.00)----- dollars,

lawful money of the United States, which sum said obligor does hereby
covenant to pay the said obligee, and the executors, administrators, successors or assigns of the obligee,

with interest thereon to be computed from the date hereof at the rate of 8 1/2 per centum
per annum and to be paid on the 19 day of August and
thereafter

**INTEREST ONLY, TO BE PAYABLE MONTHLY, BEGINNING THE
DAY OF OCTOBER, 1975**

IT IS HEREBY EXPRESSLY AGREED, that the said principal sum shall at the option of the obligee become due on the happening of any default or event by which, under the terms of the mortgage securing this bond, said principal sum may or shall become due and payable; also, that all of the covenants, conditions and agreements contained in said mortgage are hereby made part of this instrument.

This bond may not be changed or terminated orally. The word "obligor" or "obligee" shall be construed as if it read "obligors" or "obligees" whenever the sense of this instrument so requires.

DATED the 2nd day of Sept. 1975

IN PRESENCE OF

Francis J. Shields
FRANCIS J. SHIELDS

/s/ Veronica T. Tergesen
VERONICA T. TERGESEN

/s/ Genevieve Daly
GENEVIEVE DALY

/s/ Dorothy Pelletier
DOROTHY PELLETIER

/s/ Joseph E. Shields
JOSEPH E. SHIELDS

State of New York, County of **KINGS**

ss.:

On the **26th** day of **SEPTEMBER**, nineteen hundred and seventy-five
before me personally came

JOSEPH E. SHIELDS

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

/s/ Robert McKinnon
Notary Public

Commission expires March 30, 1977

State of New York, County of **SCHENECTADY**

ss.:

On the **2nd** day of **SEPTEMBER**, nineteen hundred and seventy-five
before me personally came

FRANCIS J. SHIELDS

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

Edward Weber
Notary Public

Commission expires March 30, 1977
Schenectady County Resident

STATE OF MAINE,

COUNTY OF YORK

SS: /

ON THE 10th DAY OF SEPTEMBER 1975, BEFORE ME
PERSONALLY CAME DOROTHY PELLETIER TO ME KNOWN
TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE
EXECUTED THE SAME.

/s/ Rita F. McKeon

Notary Public

My commission expires April 24, 1982

Commission expires March 30, 1977

STATE OF NEW YORK, COUNTY OF DUTCHESS

SS:

ON THE 24th DAY OF SEPTEMBER 1975, BEFORE ME
PERSONALLY CAME VERONICA T. TERGESEN TO ME KNOWN
TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE
EXECUTED THE SAME.

/s/ Donald F. Covert

Notary Public

Commission expires March 30, 1977

STATE OF MARYLAND,

COUNTY OF Prince Geo.

SS:

ON THE 17th DAY OF SEPTEMBER, 1975, BEFORE ME
PERSONALLY CAME GENEVIEVE DALY TO ME KNOW
TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE
EXECUTED THE SAME.

/s/ Ellen V. Seekford

Notary Public

State of New York, County of

ss.:

On the day of , nineteen hundred and
before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No

that he is the

of

the corporation described in and which executed the foregoing instrument, 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 order of the board of directors of said corporation, and that he signed his name thereto by
like order.

copy

Mortgage

Title No. _____

DOROTHY PELLETIER, ET AL

TO

WILLIAM H. SAUL AND ELLA C. SAUL

USLIFE TITLE

Standard Form of New York
Board of Title Underwriters

Distributed by

USLIFE TITLE INSURANCE
COMPANY of New York

SECTION 18

BLOCK 6048

LOT 19

COUNTY OR TOWN KINGS

Recorded At Request of

USLIFE TITLE INSURANCE COMPANY of New York

RETURN BY MAIL TO

JOHN T. AVELLINO
9015 FIFTH AVENUE
BROOKLYN, NEW YORK

11209

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

COPY

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

THIS INDENTURE, made the 2nd day of SEPTEMBER nineteen hundred and SEVENTY-FIVE
BETWEEN DOROTHY PELLETIER, 27 ELLSWORTH STREET, SPRINGVALE,
MAINE, JOSEPH E. SHIELDS, 244 87TH STREET, BROOKLYN, NEW YORK,
FRANCIS J. SHIELDS, 23 ASHLEY DRIVE, BALLSTON LAKE, NEW YORK,
VERONICA T. TERGESEN, R.D. #2, Bpx 397 B, SUNRISE DRIVE, RED
HOOK, NEW YORK, AND GENEVIEVE DALY, 4124 CROSSWICK TURN, BOWIE,
MARYLAND.

, the mortgagor, S

and

WILLIAN H. SAUL AND ELLA C. SAUL, RESIDING AT
9015-5TH AVENUE, BROOKLYN, NEW YORK

, the mortgagee,

WITNESSETH, that to secure the payment of an indebtedness in the sum of FOURTEEN-THOUSAND
(14,000.00)-----dollars,

lawful money of the United States, to be paid ON THE OF SEPTEMBER, NINETEEN
HUNDRED AND EIGHTY-TWO

with interest thereon to be computed from the date hereof, at the rate of 8 1/2-----per centum
per annum, ~~and to be paid on the~~-----day of-----19-----next ensuing and
~~thereafter.~~

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, 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 SOUTHWESTERLY SIDE OF EIGHTY-SEVENTH STREET, DISTANT THREE HUNDRED AND TWENTY-FIVE FEET, SOUTHEASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHWESTERLY SIDE OF EIGHTY-SEVENTH STREET WITH THE SOUTHEASTERLY SIDE OF RIDGE BOULEVARD, (FORMERLY SECOND AVENUE); RUNNING THENCE SOUTHWESTERLY PARALLEL WITH RIDGE BOULEVARD, ONE HUNDRED FEET; THENCE SOUTHEASTERLY PARALLEL WITH EIGHTY-SEVENTH STREET, FIFTY FEET; THENCE NORTHEASTERLY PARALLEL WITH RIDGE BOULEVARD, AND PART OF THE DISTANCE THROUGH A PARTY WALL, ONE HUNDRED FEET TO THE SOUTHWESTERLY SIDE OF EIGHTY-SEVENTH STREET, AND THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY SIDE OF EIGHTY-SEVENTH STREET, FIFTY FEET, TO THE POINT OR PLACE OF BEGINNING. ALSO ALL THE RIGHT, TITLE AND INTEREST OF THE SAID PARTY OF THE FIRST PART, OF IN AND TO EIGHTY-SEVENTH STREET, LYING IN FRONT OF AND ADJOINING SAID PREMISES TO THE CENTRE LINE THEREOF. SAID PREMISES BEING KNOWN AS AND BY THE STREET NUMBER 244-87TH STREET, BROOKLYN, NEW YORK.

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;

TOGETHER with all awards heretofore and hereafter made to the mortgagor for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquaintances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. 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; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be altered, removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for fifteen days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in signing and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided. An assessment which has been made payable in instalments at the application of the mortgagor or lessee of the premises shall nevertheless, for the purpose of this paragraph, be deemed due and payable in its entirety on the day the first instalment becomes due or payable or a lien.
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, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.

7. That the mortgagor within five days upon request in person or within ten days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.

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 the fire insurance policies required by paragraph No. 2 above shall contain the usual extended coverage endorsement; that in addition thereto the mortgagor, within thirty days after notice and demand, will keep the premises insured against war risk and any other hazard that may reasonably be required by the mortgagee. All of the provisions of paragraphs No. 2 and No. 4 above relating to fire insurance and the provisions of Section 254 of the Real Property Law construing the same shall apply to the additional insurance required by this paragraph.

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

12. That 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 mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the mortgagee 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. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

13. That the mortgagor hereby assigns to the mortgagee the rents, issues and profits of the premises as further security for the payment of said indebtedness, and the mortgagor grants to the mortgagee the right to enter upon and to take possession of the premises for the purpose of collecting the same and to let the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid. The mortgagee hereby waives the right to enter upon and to take possession of said premises for the purpose of collecting said rents, issues and profits, and the mortgagor shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this mortgage, and agrees to use such rents, issues and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises, but such right of the mortgagor may be revoked by the mortgagee upon any default, on five days' written notice. The mortgagor will not, without the written consent of the mortgagee, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance, and in the event of any default under this mortgage will pay monthly in advance to the mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the mortgagor, and upon default in any such payment will vacate and surrender the possession of said premises to the mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

14. That the whole of said principal sum and the interest shall become due at the option of the mortgagee: (a) after failure to exhibit to the mortgagee, within ten days after demand, receipts showing payment of all taxes, water rates, sewer rents and assessments; or (b) after the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the mortgagee; or (c) after the assignment of the rents of the premises or any part thereof without the written consent of the mortgagee; or (d) if the buildings on said premises are not maintained in reasonably good repair; or (e) after failure to comply with any requirement or order or notice of violation of law or 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.

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. ~~That the execution of this mortgage has been authorized by the board of directors of the mortgagor.~~

After one year from the date of execution of this mortgage the privilege is herewith granted to the mortgagors to prepay the principal amount hereof at any time without penalty provided the interest is paid to the date of prepayment.

In the event the mortgagor elects to prepay this mortgage after the first year, they may do so upon thirty (30) days written notice.

The premises herein is an improved two family dwelling.

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.

/s/ Veronica T. Tergesen
VERONICA T. TERGESEN

~~IN PRESENCE OF~~

/s/ Genevieve Daly
GENEVIEVE DALY

/s/ Dorothy Pelletier
DOROTHY PELLETTIER

/s/ Joseph E. Shields
JOSEPH E. SHIELDS

Francis J. Shields
FRANCIS J. SHIELDS

STATE OF NEW YORK, COUNTY OF KINGS ss:

On the 26th day of SEPT. 1975, before me personally came

JOSEPH E. SHIELDS

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

/s/ Robert McKinnon
Notary Public
Commission expires 3/30/77

STATE OF NEW YORK, 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 at No.

that he is the
of

of _____, the corporation described in and which executed the foregoing instrument; 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 order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF SCHEENECTADY 39

On the 2nd day of SEPT. 1975, before me
personally came

FRANCIS J. SHIELDS

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

Edward Carver
Notary Public
Schenectady County Resident
Commission expires 3/30/77

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me
personally 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 at No.

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 his name as witness thereto.

STATE OF MARYLAND, COUNTY OF PRINCE GEO. SS:

ON THE 17 DAY OF SEPTEMBER, 1975, BEFORE ME
PERSONALLY CAME GENEVIEVE DALY TO ME KNOWN
TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE
EXECUTED THE SAME.

/s/ Ellen V. Seekford

Notary Public

STATE OF MAINE,

COUNTY OF YORK

SS:

ON THE 10th DAY OF SEPTEMBER 1975, BEFORE ME
PERSONALLY CAME DOROTHY PELLETIER TO ME KNOWN
TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE
EXECUTED THE SAME.

/s/ Rita F. McKeon

Notary Public

My commission expires April 24, 1982

STATE OF NEW YORK, COUNTY OF DUTCHESS SS:

ON THE 24th DAY OF SEPTEMBER 1975, BEFORE ME
PERSONALLY CAME VERONICA T. TERGESEN TO ME KNOWN
TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE
EXECUTED THE SAME.

/s/ Donald F. Covert

Notary Public

Commission expires March 30, 1977

Mary E. St. Jacques also signed this mortgage agreement in John Swift Sr.'s office, since this document pre-dates the deed date, which is Oct 3. She could not convey the property in the deed, without signing the mortgage agreement dated when she still partly owned the property. The deed could not * be dated back to Sept 2, since the notary (Mr De Meo) would not notarize it as if signed on that earlier date.

x Hector De Meo