

MORTGAGE MODIFICATION, CONSOLIDATION AND EXTENSION AGREEMENT

THIS MORTGAGE MODIFICATION, CONSOLIDATION AND EXTENSION AGREEMENT made this ____ day of _____, 20____, between _____ [Borrower Name] _____, _____ [Borrower Address] _____ New York, the "Mortgagor," and _____ [Lender Name] _____, a bank organized and existing under the laws of the State of New York with its principal place of business at _____ [Lender Address] _____, _____, State of New York _____, hereinafter the "Mortgagee."

WITNESSETH that to secure the payment of a principal indebtedness in the sum of \$ _____ lawful money of the United States, to be paid on demand, with interest thereon, in accordance with a certain written **Demand Note** bearing even date herewith, from the Mortgagor to the Mortgagee, said Mortgagor hereby mortgages to the Mortgagee the premises more particularly described at Schedule "A" attached hereto and made a part hereof and the buildings and improvements now or hereinafter located thereon (the "Improvements"). said premises being hereinafter referred to as the "Premises";

TOGETHER WITH all rights, title and interest of the Mortgagor in and to the following property, rights and interests (the Premises and the Improvements together with such property, rights and interest being hereinafter collectively called the "Mortgaged Property"):

- (a) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;
- (b) all machinery, apparatus, equipment, furniture, fittings, fixtures and other property of every kind and nature whatsoever owned by the Mortgagor in connection with the Mortgaged Property, or in which the Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, and usable in connection with the present or future operation and occupancy of the Mortgaged Property, and all buildings, equipment, materials and supplies of any nature whatsoever owned by and now or hereafter located upon the Mortgaged Property;
- (c) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;
- (d) all leases and other agreements affecting the use or occupancy of the Mortgaged Property now or hereafter entered into, and the right to receive and apply the

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