

BUILDING LOAN AGREEMENT

(FOR FILING IN THE _____ COUNTY CLERK'S OFFICE)

AGREEMENT made this ____ day of _____, 20__ between _____, a New York _____ which maintains its office at _____, New York _____, hereinafter referred to as the borrower, and _____ a New York banking corporation which has its principal office at _____ hereinafter referred to as the lender,

WHEREAS, the borrower has applied to the lender for a loan ("Loan") of _____ **AND 00/100 DOLLARS (\$ _____)** evidenced by the Mortgage Note of the borrower in a form approved by the lender conditioned for the repayment of the amounts advanced with interest and terms as therein provided; and a mortgage on premises ("Premises") described in Schedule "A" attached hereto and made a part hereof.

WHEREAS, as further consideration to lender for making the Loan, borrower desires to undertake various covenants to assure the completion of the Improvement (as hereafter defined) in accordance with the plans and specifications on file with and approved by lender in a manner which will preserve to lender the security of the mortgage during the course of construction, and the repayment to the lender of the Loan upon completion of the construction of the Improvements.

NOW THEREFORE, the lender accepts said application and agrees to make said Loan, and the borrower agrees to take it, upon the following terms and conditions:

FIRST. Said Loan shall be secured by one or more mortgages which shall be acceptable to the lender and shall be duly executed and acknowledged by all persons necessary to make them a valid first lien on the Premises described herein and a like lien upon all fixtures and articles of personalty attached to or which may hereafter be attached to or used in connection with Premises.

SECOND. Said Loan shall not be made unless the title to the Premises is satisfactory to the lender.

THIRD. The borrower agrees to furnish an approved subdivision map and site plan of the Premises herein described made by a surveyor acceptable to the lender and duly filed in the _____ County Clerk's Office before the first advance is made and the borrower also agrees to furnish, or the lender may procure, surveys made by a surveyor satisfactory to the lender whenever the same may be required by the lender.

FOURTH. On the date set for making the first advance under this Agreement the borrower agrees to pay the charges for the examination of the title, conveyancing and recording fees, appraisal, inspection and building loan service fees, architects', engineers' and surveyors' fees this day agreed upon, and also the recording tax and revenue stamps. In the event that the title to the Premises is not satisfactory to the lender, or in the event of a breach of this agreement by the borrower, then the charges for examination of the title, conveyancing, appraisal, inspection and building loan service fees and architects', engineers' and surveyors' fees shall be a lien on Premises.