

After Recording Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
[Space Above This Line For Recording Data] \_\_\_\_\_

## SHORT FORM MORTGAGE

### DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the “Definitions” Section of the Master Form, and in Sections 3, 11, 13, 18, 20 and 21 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Master Form.

“Master Form” means that certain Master Form Mortgage recorded in the Office of the Recorder on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ Book/Volume \_\_\_\_\_,  
[Recording Office]

Page Number(s) \_\_\_\_, for land situate in the County of \_\_\_\_\_.  
[Name of Recording Jurisdiction]

(A) **“Security Instrument.”** This document, which is dated \_\_\_\_\_, \_\_\_\_\_, together with all Riders to this document, will be called the “Security Instrument.”

(B) **“Borrower.”** \_\_\_\_\_, whose address is \_\_\_\_\_ sometimes will be called “Borrower” and sometimes simply “I” or “me.”

(C) **“Lender.”** \_\_\_\_\_ will be called “Lender.” Lender is a corporation or association which exists under the laws of \_\_\_\_\_ . Lender’s address is \_\_\_\_\_.

(D) **“Note.”** The note signed by Borrower and dated \_\_\_\_\_, \_\_\_\_\_, will be called the “Note.” The Note shows that I owe Lender \_\_\_\_\_ Dollars (U.S. \$ \_\_\_\_\_) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by \_\_\_\_\_, \_\_\_\_\_.

(E) **“Property.”** The property that is described below in the section titled “Description of the Property,” will be called the “Property.”

(F) **“Loan.”** The “Loan” means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **“Sums Secured.”** The amounts described below in the section titled “Borrower’s Transfer to Lender of Rights in the Property” sometimes will be called the “Sums Secured.”

(H) **“Riders.”** All Riders attached to this Security Instrument that are signed by Borrower will be called “Riders.” The following Riders are to be signed by Borrower [check box as applicable]:



- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as “easements and appurtenances attached to the Property;”
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

### **BORROWER’S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER’S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

### **PLAIN LANGUAGE SECURITY INSTRUMENT**

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in “plain language.”

### **MASTER FORM PROMISES AND AGREEMENTS THAT ARE A PART OF THIS SECURITY INSTRUMENT**

Paragraph (I) through and including paragraph (P) of the “Definitions” Section of the Master Form, and Section 1 through and including Section 24 of the Master Form, are made a part of this Security Instrument. I received a copy of the Master Form and agree to be bound by the Sections and paragraphs of the Master Form that are made a part of this Security Instrument.

**BORROWER'S STATEMENT REGARDING THE PROPERTY [CHECK BOX AS APPLICABLE]**

This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument (including those promises and agreements contained in the Master Form that are incorporated by reference) and in any Rider signed by me and recorded with it.

Witnesses:

\_\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_\_ **[Space Below This Line For Acknowledgment]** \_\_\_\_\_

State of New York, County of \_\_\_\_\_ ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)