

MORTGAGE SPLITTER AGREEMENT

AGREEMENT made this day of , 20 , by and between , with an address of (a domestic corporation organized and existing under the laws of the State of New York having an office at) (hereinafter “Mortgagor”), and , a bank organized and existing under the laws of the State of New York and having a principal place of business at (hereinafter “Mortgagee”).

WHEREAS, the Mortgagee is the holder of a certain Note dated executed by in the sum of \$ the “Note”) secured by the Mortgage(s) described on Schedule A hereto (the “Mortgage”), upon which Mortgage there is now due and owing the principal sum of \$, with interest thereon pursuant to said Note; and

WHEREAS, the Mortgagor is desirous of severing, splitting and dividing the lien of the Mortgage so as to constitute separate liens, as set forth on Schedule B hereto; and

WHEREAS, Mortgagee hereby consents to the severing, splitting and dividing of the lien of the mortgage upon the terms, conditions and provisions set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements of the Mortgagor herein contained, and the mutual promises of the parties hereto, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, it is agreed as follows:

1. The aforesaid Mortgage, now a lien on Parcels A, B , be and the same is hereby severed, split and divided so that the same shall hereafter constitute but one first mortgage lien securing the principal sum of \$ and interest upon Parcel A only; one first mortgage lien securing the principal sum of \$ and interest upon Parcel B only; (add statement for each additional Parcel).
2. In consideration of the severing, splitting and division of the Mortgage as herein provided, the Mortgagor does hereby represent, warrant, covenant and agree as follows:
 - a) Mortgage A is a valid first lien on Parcel A, for the full amount of principal in the sum of \$ and interest thereon, and that there are no offsets and/or defenses to said Mortgage A and the Note or other obligations it secures;

- b) Mortgage B is a valid first lien on Parcel B, for the full amount of principal in the sum of \$ _____ and interest thereon, and that there are no offsets and/or defenses to said Mortgage B and the Note or other obligations it secures;
- c) (Continue for each additional Parcel)
- d) That all the terms, conditions and/or provisions of said Notes and mortgages, except as herein modified and amended, shall remain in full force and effect and shall be binding until further modified by subsequent agreement between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have caused this instrument to be duly executed as of the day and year first above written.

MORTGAGOR

MORTGAGEE

By: _____
(Name and Title)

By: _____
(Name and Title)

ACKNOWLEDGEMENTS

Acknowledgement taken in New York State

STATE OF NEW YORK
COUNTY OF _____, ss:

On the _____ day of _____, in the year 20____, 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(y)(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.

Notary Public

Acknowledgement taken outside New York State

*STATE OF _____
COUNTY OF _____, ss:
* (or insert District of Columbia, Territory, Possession or Foreign Country)

On the _____ day of _____, in the year 20____, 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(y)(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, and that such individual(s) made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country or other place the acknowledgment was taken).

Notary Public

Acknowledgement by Subscribing Witness taken in New York State

STATE OF NEW YORK
COUNTY OF _____, ss:

On the _____ day of _____, in the year 20____, before me the undersigned, personally appeared _____ 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) (she) (they) reside(s) in _____; that (he) (she) (they) know(s) _____ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____ execute the same; and that said witness at the same time subscribed (his) (her) (their) name(s) as a witness thereto.

Notary Public

SCHEDULE A

SCHEDULE OF MORTGAGES

SCHEDULE B

SCHEDULE OF SEVERED MORTGAGES