

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

THIS AGREEMENT, made the _____ day of _____, in the year _____

BETWEEN

_____ having its principal place of business at _____, herein described as the Mortgagor, and _____, a bank organized and existing under the laws of the State of _____ and having its principal place of business at _____, hereinafter described as the Mortgagee.

WHEREAS:

The Mortgagee is the owner and holder of a certain note and the Mortgage securing the same both dated _____ in the face amount of _____, which Mortgage was recorded in the office of the _____ County Clerk on _____, 20____, in Liber _____ of Mortgages at page _____; which mortgage is a valid lien on a portion of the premises hereinafter described and on which Note and Mortgage there is now unpaid the principal sum of _____

The Mortgagor is now the owner in fee simple of the entire premises described at Schedule A, attached hereto and made a part hereof.

The Mortgagor and the Mortgagee desire to modify the terms of the Mortgage hereinbefore described so as to spread the lien of such Mortgage, as further security, over the entire premises described at Schedule A, attached;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, and the sum of _____ Dollar(s) to each party by the her in hand paid, receipt whereof is hereby acknowledged, and for the purpose of carrying out the intention above expressed, the Mortgagor and the Mortgagee hereby covenant and agree as follows that:

The lien of the Mortgage hereinabove described be and the same hereby is spread over the whole of the premises described at Schedule A, attached, and same shall and now constitute a valid first Mortgage thereon securing the principal sum of _____ with interest to be paid in accordance with the aforementioned Note. The Mortgagor and the Mortgagee hereby certify that this instrument secures no further or her indebtedness or obligation.

The Mortgagor hereby reaffirms all the terms and conditions of the Note above mentioned and the Mortgage above mentioned, and hereby agrees to comply with and perform all the obligations and conditions of said note and Mortgage, there being no modification thereof, her than the spreading of the Mortgage lien to all of the premises described at Schedule A, attached.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on this _____ day of _____, 20____.

MORTGAGOR:

MORTGAGEE:

By:

By:

Name:

Name:

Title:

Title:

USEACKNOWLEDGMENTFORMBELOWWITHINNEWYORKSTATEONLY:

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 signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENTFORMFORUSEWITHINNEWYORKSTATEONLY:

{New York Subscribing Witness Acknowledgment Certificate}

State of New York, County of _____ } ss.:

On the _____ day of _____ in the year _____ 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

(if the place of residence is in a city, include the street and street number, if any, thereof); 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.

USEACKNOWLEDGMENTFORMBELOWWITHINNEWYORKSTATEONLY:

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 signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENTFORMFORUSEOUTSIDENEWYORKSTATEONLY:

{Out of State or Foreign General Acknowledgment Certificate}

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(Complete Venue with State, Country, Province or Municipality)

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), 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.

SPREADER AGREEMENT

TITLE NO. _____

DISTRICT
SECTION
BLOCK
LOT
COUNTY OR TOWN

TO

RECORDED AT REQUEST OF
Fidelity National Title Insurance Company
RETURN BY MAIL TO

