

MORTGAGE NOTE (1999)

This form was prepared by the Committee on Real Property Law of the Association of the Bar of the City of New York. To view an introductory note regarding this form, visit the Real Estate Law page at www.abcny.org.

MORTGAGE NOTE

\$ _____

_____, New York

Date: _____

FOR VALUE RECEIVED, the undersigned promises to pay to the order of _____
 (“Payee”) at _____,
 or at such other place as the holder of this Note shall designate by written notice to the undersigned, the sum of _____
 Dollars, in lawful money of the United States, with interest thereon from and including the date of this Note, but not including the date this Note is paid, calculated in the manner hereinafter set forth:

Principal and interest shall be payable in lawful money of the United States in equal monthly installments of \$ _____ each commencing on _____, and on the first day of each succeeding calendar month thereafter, each such installment to be applied first to interest at the rate of _____ % per annum and the balance on account of principal, until the principal and interest are fully paid; provided, however, that if not sooner paid, the unpaid principal sum together with the interest accrued and unpaid thereon computed at the rate aforesaid shall be due and payable on _____ (the **“Maturity Date”**).

This Note is secured by a mortgage (the **“Mortgage”**) of even date herewith given by the undersigned to the Payee covering certain premises located in _____ County, as more particularly described therein, and intended to be recorded in said County.

The entire principal indebtedness with accrued interest shall become immediately due and payable at the option of the holder of this Note in the event of any default hereunder or under the Mortgage.

This Note may be prepaid in whole or in part without notice or penalty or other charge, but with interest to the date of prepayment.

In the event any monthly payment is not received by the end of fifteen calendar days after it is due, a late charge in the amount of _____

(\$ _____) cents for each dollar so overdue shall become immediately due to the holder of this Note as liquidated damages for the failure to make prompt payments.

In the event this Note is not paid when due, the undersigned promises to pay, in addition to the unpaid principal sum, together with all accrued interest, all costs of collection including reasonable attorney's fees.

In addition to any late payment charge which may be due under this Note, if the indebtedness evidenced by this Note is declared immediately due and payable, or if the amount due hereunder is not paid in full on the Maturity Date, the undersigned shall thereafter pay interest on the outstanding principal balance from the date of such declaration or the Maturity Date, as the case may be, until the date this Note is paid in full at a rate per annum equal to 5% plus the rate set forth above, provided, however, that such interest rate shall in no event exceed the maximum interest rate which the undersigned may by law pay.

The undersigned hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note.

If more than one person or entity is executing this Note, the obligations and liabilities of each party under this Note shall be joint and several.

a _____

By: _____
Name: _____
Title: _____

Acknowledgment

[illegible]

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, 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.

Notary Public