

RELEASE OF PART OF MORTGAGED PREMISES

This Indenture made this _____ day of _____, 20____, between

_____, a bank organized and existing pursuant to the laws of the State of New York, having a principal place of business at _____, (“Mortgagee”)

AND _____, with an office at _____ (a domestic corporation organized and existing pursuant to the laws of the State of New York having a principal place of business at _____) (“Mortgagor”).

WITNESSETH:

That the Mortgagee is the holder of the Mortgages listed hereinafter below (“Mortgages”);

- a) Mortgage dated _____, in the amount of \$ _____ made by _____ to _____, recorded in the Office of the (City Register) (Clerk) of the County of _____, on _____ in Reel/Liber _____, at page _____, which Mortgage (has) (has not) been assigned of record (by Assignment dated _____, _____ and recorded in the Office of the (City Register) (Clerk) of the County of _____ on _____, in Reel/Liber _____, at page _____).

- b) Mortgage dated _____, in the amount of \$ _____ made by _____ to _____, recorded in the Office of the (City Register) (Clerk) of the County of _____, on _____ in Reel _____, at page _____, which Mortgage (has) (has not) been assigned of record (by Assignment dated _____, _____ and recorded in the Office of the (City Register) (Clerk) of the County of _____ on _____, in Reel/Liber _____, at page _____).

- c) Consolidation, Extension and Modification Agreement dated _____, between _____ (“Mortgagor” and _____ (“Mortgagee”) (the “CEMA”) recorded in the Office of the (City Register) (Clerk) of the County of _____ on _____, in Reel/Liber _____, at page _____, whereby the mortgages referred to in a & b above were consolidated so as to form a first mortgage lien on the Premises in the sum of \$ _____.

NOW, in consideration of the sum of (\$ _____) DOLLARS, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Mortgagee does hereby grant and release unto the Mortgagor, its successors and assigns, any lien or interest that the Mortgagee may have under its Mortgages, or any of them, in and to the premises described in Schedule A hereto.

Together with the benefits and subject to the burdens, if any, of any easements and/or rights of ingress and egress to the subject premises herein released over the streets and roadways.

Together with the hereditaments and appurtenances thereunto belonging and all of Mortgagee's right, title and interest to same, to the extent that the lands hereby released shall be discharged from said Mortgages and that the remainder of the lands not so released shall continue to be subject to the lien of the Mortgages.

To have and to hold forever the premises hereby released to the Mortgagor, its successors and assigns, free from and clear of the lien of the aforesaid Mortgages.

IN WITNESS WHEREOF, this parties hereto have executed this Instrument as of the day and year first above written.

MORTGAGEE

MORTGAGOR

By: _____
(Name and Title)

By: _____
(Name and title)