

Affidavits - New York Tax Law - Article 11 - Section 255 - Consolidation and Extension - Form 1

STATE OF _____ }
COUNTY OF _____ } ss.

_____ being duly sworn, deposes and says:

That he is attorney for _____ (“Owner”), owner of the premises encumbered by the mortgages hereinafter described, which is a lien on premises situated at _____ (“Premises”) which mortgages are held by _____ (“Mortgagee”).

1. Mortgage dated _____ made by Owner to _____ in the principal amount of \$ _____ recorded in the Office of the Register/County Clerk, _____ County (“Register”) on _____ in Reel/Liber _____ page _____, on which mortgage tax was paid in the sum of \$ _____;

2. Mortgage dated _____ made by Owner to _____ in the principal amount of \$ _____ recorded in the Office of the Register/County Clerk on _____ in Reel/Liber _____ page _____, which mortgage was a Substitute Mortgage resulting from the severance of the mortgages described on Schedule A hereto.

Said Mortgage was released from other premises by a Release made by _____ by a Release dated _____ and recorded _____ in the Office of the Register/County Clerk in Reel/Liber _____ page _____, and assigned to _____ by an Assignment made by _____ dated _____ and recorded _____ in the Office of the Register/County Clerk in Reel _____ page _____.

Mortgages 1 and 2, above, were consolidated into a single lien of \$ _____ by a Consolidation Agreement made by Owner and _____ dated _____ and recorded _____ in Reel/Liber _____ page _____, and assigned by _____ to Mortgagee which consolidated mortgages there remains unpaid the principal amount of \$ _____.

3. Mortgage dated _____ made by Owner to Mortgagee in the principal amount of \$ _____ to be recorded prior hereto in the office of the Register/County Clerk of _____ County, on which mortgage tax was paid in the sum of \$ _____.



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That the Mortgage Consolidation, Extension and Modification Agreement (“Consolidation Agreement”) dated _____ executed by Owner and Mortgagee tendered for recording is given for the purpose of further securing the same principal indebtedness and said consolidation and/or extension agreement does not create or secure any new or further indebtedness or obligation other than the principal indebtedness secured by said mortgage. That there have been no reloans or readvances on said mortgages.

WHEREFORE, deponent respectfully requests that the Consolidation Agreement tendered herewith for recording be declared exempt from taxation pursuant to the provisions of Section 255 of Article 11 of the Tax Law of the State of New York.

Sworn to before me this
_____ day of _____, 20__

- Notary Public



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