After Recording Return To:

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Space Above This Line For Recording Data]** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SHORT FORM MORTGAGE**

**WORDS USED OFTEN IN THIS DOCUMENT**

Words used in multiple sections of this Security Instrument are defined below and other words are defined in Sections titled “Borrower’s Transfer to Lender of Rights in the Property,” “Description of the Property,” “Additional Definitions,” and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 17 of the Master Form.

“Master Form” means that certain Master Form Mortgage recorded in the Office of the Recorder on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Book/Volume \_\_\_\_\_,

 [Recording Office]

Page Number(s) \_\_\_, for land situate in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 [Name of Recording Jurisdiction]

**Parties**

**(A) “Borrower”** is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, currently residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Borrower is the mortgagor under this Security Instrument and is sometimes called “Borrower” and sometimes simply “I” or “me,” using the singular even where there is more than one Borrower.

**(B) “Lender**” is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Lender is organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Lender’s address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Lender is the mortgagee under this Security Instrument. The term “Lender” includes any successors and assigns of Lender.

**Documents**

**(C) “Note”** means the promissory note dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower’s written pen and ink signature, or (ii) electronic form, using Borrower’s adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars (U.S. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full by \_\_\_\_\_\_\_\_\_\_, \_\_\_\_.

**(D) “Riders”** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

 Adjustable Rate Rider  Condominium Rider  Other(s) [specify] \_\_\_\_\_\_\_\_\_

 1-4 Family Rider  Planned Unit Development Rider

 Second Home Rider

**(E)** **“Security Instrument”** means this document, which is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_, together with all Riders to this document.

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Master Form.

**BORROWER’S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I mortgage, grant, and convey all of the Property to Lender, to secure the payment of the Loan, and my performance of the promises and agreements under this Security Instrument and the Note. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am also giving Lender these rights to protect Lender from possible losses that might result if:

(A) some or all of the debt evidenced by the Note, plus interest, any prepayment charges, and late charges are not paid when due under the Note;

(B) I fail to pay sums due under this Security Instrument, plus interest, including any amounts that Lender spends under Section 9 of the Master Form to protect the value of the Property and Lender’s rights in the Property; or

(C) I fail to keep any of my other promises and agreements under this Security Instrument and the Note, and Lender incurs additional costs.

(A), (B) and (C) immediately above are the “Sums Secured.”

**DESCRIPTION OF THE PROPERTY**

I give Lender rights in the Property described in (A) through (G) below:

 (A) The Property which is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 [Street]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New York \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Property Address”).

 [City, Town, or Village] [Zip Code]

This Property is in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County. It has the following legal description:

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section, including, but not limited to (i) all rights used with the land for its benefit, (ii) all royalties, mineral rights, oil or gas rights or profits, and water rights that are now or in the future become a part of the Property. These rights are known as “easements and appurtenances attached to the Property;”

 (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

 (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;

 (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

 (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section.

**BORROWER’S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER’S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant, and convey the Property or my leasehold interest in the Property to Lender; and (C) there are no outstanding liens, claims, or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

# PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific New York state requirements to constitute a uniform security instrument covering real property. My promises and other agreements are stated in “plain language.”

MASTER FORM PROMISES AND AGREEMENTS THAT ARE A PART OF THIS SECURITY INSTRUMENT

Paragraph (F) through and including paragraph (Z) of the “Additional Definitions” Section of the Master Form, and Section 1 through and including Section 29 of the Master Form, are made a part of this Security Instrument. I received a copy of the Master Form and agree to be bound by the Sections and paragraphs of the Master Form that are made a part of this Security Instrument.

Borrower’s Statement Regarding the Property [check box as applicable]

 □This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

 □This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

 □ This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument (including those promises and agreements contained in the Master Form that are incorporated by reference) and in any Rider signed by me and recorded with it.

Witnesses:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

 - Borrower

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

 - Borrower

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Space Below This Line For Acknowledgment]** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_