

## SECTION 255 AFFIDAVIT

STATE OF NEW YORK  
COUNTY OF

("Deponent"), being duly sworn, deposes and says that:

1. I am a \_\_\_\_\_ of \_\_\_\_\_ ("Mortgagor"). I am over 21 years of age and am familiar with the facts set forth herein.
2. Mortgagor is the owner of the fee estate in various premises located in the State of New York and more particularly described on Exhibit A attached hereto (collectively, the "Premises"),
3. Mortgagor's estate in all or a portion of the Premises is encumbered by the mortgage(s) listed on Exhibit B attached hereto (the "Existing Mortgage"), on which Existing Mortgage the mortgage recording tax was duly paid in the amounts set forth on Exhibit B attached hereto. The outstanding principal balance of the Existing Mortgage is \$ \_\_\_\_\_.
4. Mortgagor has executed and delivered to \_\_\_\_\_ a mortgage dated the date hereof in the principal amount of \$ \_\_\_\_\_ encumbering its fee estate in the Premises (the "New Mortgage") (collectively the Existing Mortgage and the New Mortgage are sometimes hereinafter referred to as the "Mortgages"). The New Mortgage is being offered for recording contemporaneously herewith, and Mortgagor has paid a mortgage recording tax thereon contemporaneously herewith in the amount of \$ \_\_\_\_\_.
5. In order to combine and consolidate the liens of the Mortgages into a single mortgage lien, to spread the liens of the Mortgages over the portions of the property not already covered thereby and to modify certain provisions of such Mortgages, as consolidated, the Mortgagor and Mortgagee have executed a certain Agreement of Spreader, Consolidation and Modification of Mortgage and Note dated the date hereof (the "Agreement") under and by which Agreement the liens of the Mortgages have been spread over the portions of the property not already covered thereby and were combined and consolidated, certain terms of the Mortgages have been modified and the term of the Mortgages have been extended.
6. The maximum aggregate principal amount which under any contingency may be secured by the Mortgages is \$ \_\_\_\_\_.
7. There have been no reloans or readvances under the Mortgages.
8. The Agreement is given solely for the purpose of spreading the liens of the Mortgages over portions of the property not already covered thereby, consolidating the liens of the Mortgages and modifying certain provisions of the same, which mortgages continue under any contingency to secure the same principal indebtedness, and said Agreement does not create or secure any new or further principal indebtedness or obligations secured by or which under any contingency may be secured by the Mortgages.
9. A Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement is also being offered contemporaneously herewith for recording

(the "Restated Mortgage"), which Restated Mortgage does not create or secure any new or further principal indebtedness or obligations secured by or which under any contingency may be secured by the Mortgages.

10. An Assignment of Leases and Rents (the "Assignment") is also herewith offered for recording, which Assignment does not create or secure any new or further principal indebtedness or obligations secured by or which under any contingency may be secured by the Mortgages.

WHEREFORE, Deponent respectfully requests that the Agreement, the Restated Mortgage and the Assignment be accepted for recording without the payment of any additional mortgage recording tax.

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Sworn to before me this  
day of           , 20

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Notary Public