

## ASSIGNMENT OF MORTGAGE AND NOTE

In consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_, having an address at \_\_\_\_\_ as secured party ("Assignor"), does hereby grant, bargain, sell, convey, assign, transfer and set over unto \_\_\_\_\_, having an address at \_\_\_\_\_ ("Assignee"), all of the right, title and interest of Assignor in and to:

1. Those certain instruments described on the mortgage schedule annexed hereto as Schedule A (the "Mortgage") and covering the premises more particularly described in Exhibit A attached hereto and made a part hereof; and
2. The bond(s), note(s) and/or obligation(s) secured by the Mortgage (the "Note"), the moneys due and to grow due thereon, with interest as specified therein, and all rights accrued or to accrue under the Mortgage (together with the Mortgage, the "Assigned Rights").

This Assignment of Mortgage and Note (this "Assignment") is made without representation, recourse or warranty by Assignor, except that Assignor hereby represents and warrants to Assignee as follows:

(a) The Assignor has not executed any prior or superior assignment, pledge or conveyance of any of the Assigned Rights in favor of any party other than the Assignee.

(b) The Assignor is the owner and holder of the indebtedness evidenced by the Note and secured by the Mortgage, and Assignor has all requisite power and authority to enter into and perform its obligations under this Assignment.

(c) The execution and delivery of this Assignment and the performance of Assignor's obligations hereunder under, have been duly authorized by all necessary and appropriate action of Assignor.

(d) The outstanding principal balance under the Note, on the date hereof, is \$\_\_\_\_\_ and there are no additional funds available to be advanced to Maker thereunder.

(e) Assignor hereby states, upon knowledge, that Assignee is not acting as a nominee of the mortgagor under the Mortgage and that the Mortgage continues to secure a bona fide obligation.

**IN WITNESS WHEREOF**, the Assignor has duly executed, acknowledged and delivered this Assignment.

Dated: \_\_\_\_\_

ASSIGNOR:

\_\_\_\_\_

STATE OF NEW YORK :  
 : ss.:  
COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, 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 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

**Title No.** \_\_\_\_\_

**To**

**Record & Return:**

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**SCHEDULE A**

**MORTGAGE SCHEDULE**

**EXHIBIT A**  
**LEGAL DESCRIPTION**