**NOTE**

(NEW YORK FIXED RATE NOTE)

, 20

,

(City) (State)

(Property Address)

# BORROWER’S PROMISE TO PAY

In return for a loan that [I/we] have received, [I/we] promise to pay U.S.

$ (this amount is called “principal”), plus interest, to the order of the Lender. The Lender is . [I/We] understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the “Note Holder.”

# INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. [I/We] will pay interest at a yearly rate of %.

The interest rate required by this Section 2 is the rate [I/we] will pay both before and after any default described in Section 6(B) of this Note.

# PAYMENTS

* 1. **Time and Place of Payments**

[I/We] will pay principal and interest by making payments every month.

[I/We] will make [my/our] monthly payments on the

day of each month

beginning on , 20 . [I/We] will make these payments every month until [I/we] have paid all of the principal and interest and any other charges described below that [I/we] may owe under this Note. [My/Our] monthly payments will be applied to interest before principal. If, on , 20 , [I/we] still owe amounts under this Note, [I/we] will pay those amounts in full on that date, which is called the “maturity date.”

[I/We] will make [my/our] monthly payments at

or at a different place if required by the Note Holder.

# Amount of Monthly Payments

[My/Our] monthly payment will be in the amount of U.S. $ .

# BORROWER’S RIGHT TO PREPAY

[I/We] have the right to make payments of principal at any time before they are due. A payment of principal only is known as “prepayment.” When [I/we] make a prepayment, [I/we] will tell the Note Holder in writing that [I/we] [am/are] doing so.

[I/We] may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of [my/our] prepayments to reduce the amount of principal that [I/we] owe under this Note. If [I/we] make a partial prepayment, there will be no changes in the due date or in the amount of [my/our] monthly payment unless the Note Holder agrees in writing to those changes.

# LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from [me/us] which exceed permitted limits will be refunded to [me/us]. The Note Holder may choose to make this refund by reducing the principal [I/we] owe under this Note or by making a direct payment to [me/us]. If a refund reduces principal, the reduction will be treated as a partial prepayment.

# BORROWER’S FAILURE TO PAY AS REQUIRED

* 1. **Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of

calendar days after the date it is due, [I/we] will pay a late charge to the Note Holder. The amount of the charge will be % of [my/our] overdue payment of principal and interest. [I/We] will pay this charge promptly but only once on each late payment.

# Default

If [I/we] do not pay the full amount of each monthly payment on the date it is due, [I/we] will be in default.

# Notice of Default

If [I/we] [am/are] in default, the Note Holder may send [me/us] a written notice telling [me/us] that if [I/we] do not pay the overdue amount by a certain date, the Note Holder may require [me/us] to pay immediately the full amount of principal which has not been paid and all of the interest that [I/we] owe on that amount. That date must be at least days after the date on which the notice is delivered to [me/us].

# No Waiver by Note Holder

Even, if, at a time when [I/we] [am/are] in default, the Note Holder does not require [me/us] to pay immediately in full as described above, the Note Holder will still have the right to do so if [I/we] [am/are] in default at a later time.

# Payment of Note Holder’s Costs and Expenses

If the Note Holder has required [me/us] to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses in enforcing this Note, whether or not a lawsuit is brought, to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys’ fees.

# GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to [me/us] under this Note will be given by delivering it or by mailing it by first class mail to [me/us] at the Property Address above or at a different address if [I/we] give the Note Holder notice of [my/our] different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if [I/we] [am/are] given a notice of that different address.

# OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

# WAIVERS

[I/We] and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. “Presentment” means the right to require the Note Holder to demand payment of amounts due. “Notice of dishonor” means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

# UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the “Security Instrument”), dated the same date as this Note, protects the Note Holder from possible losses which might result if [I/we] do not keep the promises which [I/we] make in this Note. That Security Instrument describes how and under what conditions [I/we]

may be required to make immediate payment in full of all amounts [I/we] owe under this Note. Some of those conditions are described as follows:

# AGREEMENTS ABOUT LENDER’S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED. Lender may

require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender’s prior written permission. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law as of the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph 17, Lender will give [me/us] a notice which states this requirement. The notice will give [me/us] at least days to make the required payment. The -day period will begin on the date the notice is mailed or delivered. If [I/we] do not make the required payment during this period, Lender may act to enforce its rights under this Security Instrument without giving [me/us] any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

*[Sign Original Only]*