# MORTGAGE

**Statutory Form M.**

This mortgage, made the day of , 20\_\_, between , the mortgagor, and , , the mortgagee.

Witnesseth, that to secure the payment of an indebtedness in the sum of , lawful money of the United States, to be paid on the day of , 20 , with interest thereon to be computed from \_, at the rate of per centum per annum, and to be paid , according to a certain bond or obligation bearing even date herewith, the mortgagor hereby mortgages to the mortgagee

 .

And the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for days; or after default in the payment of any tax, water rate or assessment for days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within days upon request in person or within days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by

mail.

1. That the mortgagor warrants the title to the premises.

In witness whereof this mortgage has been duly executed by the mortgagor. In presence of:

NYSBA PRACTICE FORMS