

COMMERCIAL
MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) **"Mortgage."** This document, which is dated _____, will be called the "Mortgage."

(B) **"Mortgagor."** _____, having a mailing address of _____, the person(s) or entity that is (are) indebted to the Lender pursuant to the terms of the Note or Notes, and will also be called the "Borrower."

(C) **"Lender."** **CITY OF HUDSON**, is the entity which holds the Note and also the Mortgage, and is referred to herein as the "Lender," or the "Mortgage Holder." Lender is a corporation or association which was formed and which exists under the laws of the State of New York. Lender's address is 520 Warren Street Hudson, New York 12534.

(D) **"Note."** A note in the amount of \$100,000.00 bearing even date herewith, and each signed by the Borrower create the Borrower's indebtedness to the Lender and the Borrower's obligation to repay the indebtedness, including any extensions, modifications and renewals thereof, will be called the **"Note."** Reference herein to the Note shall refer to each of these Notes.

(E) **"Property."** The property that is described below in the section titled "Property Covered by Mortgage" will be called the **"Property,"** the "Mortgaged Property" or the "Collateral."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

The Borrower hereby mortgages, grants and conveys the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, the Borrower gives the Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. The Borrower gives the Lender these rights to protect Lender from possible losses that might result if the Borrower does not:

- (A) Pay all the amounts that Borrower owes to the Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect its Collateral and Lender's rights in the Property; and
- (C) Keep all of the promises, representations, warranties and agreements under this Mortgage.

PROPERTY COVERED BY MORTGAGE

The Borrower hereby acknowledges to be indebted to the Lender in the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS lawful money of the United States, which the Borrower hereby agrees and binds himself to pay to the lender, its successors or assigns, with interest thereon according to a certain Note or other obligation given by Borrower to the Lender bearing even date herewith. This Mortgage is given as security for the payment of said Note and obligation, including any extensions, modifications or renewals thereof, and including taxes and insurance premiums and other expenses paid or incurred by the Lender to protect and preserve the mortgage lien; to secure the payment of which the Borrower hereby mortgages to the Lender all of the Borrower's right, title and interest in and to the real property situated at 427 WARREN STREET, CITY OF HUDSON, COUNTY OF COLUMBIA AND STATE OF NEW YORK, as described in Schedule "A," annexed hereto and made a part hereof.

Such rights granted by the Borrower to the Lender include the following:

- (A) All buildings, structures, other improvements and anything which is now attached to or used in connection with the property that are located on the mortgaged property including all fixtures;
- (B) All supplemental rights that Borrower has as owner of the mortgaged property including all easements, rights and appurtenances attached to the property;
- (C) All rights and privileges, if any, to all land, water, streets and roads next to and on all sides of the mortgaged property;
- (D) All rents or royalties from the mortgaged property;
- (E) Any proceeds, to the extent necessary to repay the amount that the Borrower owes, which comes from the taking of all or any part of the mortgaged property by a government agency or by anyone else authorized by law; and
- (F) All of the property and rights described herein that Borrower acquires in the future.

OWNERSHIP OF PROPERTY

1. Borrower represents and warrants that Borrower owns the properties covered by this Mortgage free and clear of any rights, liens and/or encumbrances of anyone else. Borrower will defend his ownership of the property and the lien position and rights of the Lender under this Mortgage against any claims made by anyone.

PAYMENT FOR TAKING OF PROPERTY

2. Borrower gives to Lender the right to any money which may be necessary to repay the amount Borrower owes herein, if any government agency or anyone else authorized by law takes the property or any part of it by condemnation proceedings or otherwise.

INSURANCE

3. Borrower agrees to keep the buildings on the property insured for the benefit of the Lender in such amount as is required by the Lender. They will be insured against loss by fire, flood (if the property is located in a flood zone), as well as any other hazard against which Lender desires protection, with an insurance company acceptable to Lender, which policies shall name the Lender as First Mortgagee. If Borrower fails to pay the premium for this insurance when due, or if Borrower fails to obtain special hazard insurance within **ten (10)** days after Lender requests Borrower to do so, Borrower will be in default. If Lender elects to pay such premium or obtain such special hazard insurance, Borrower agrees to then repay such premium to Lender when Lender asks for repayment together with interest at the rate provided in the Note and Mortgage. However, the fact that Lender has taken such action shall not serve to correct or forgive any default.

INSURED LOSSES

4. If any damage happens to the property for which the insurance company pays, the Lender may use the amount received to pay all or a part of the amount which Borrower owes Lender on this Note and Mortgage.

PRESERVING PROPERTY

5. Borrower represents that he will keep the property in good repair. Borrower will not damage, destroy or substantially change the property, and Borrower will not allow the property to deteriorate. If anything attached to the property and covered by this Mortgage is damaged, Borrower will repair it immediately.

BUILDINGS AND IMPROVEMENTS

6. Borrower will not remove any buildings or improvements on the property without Lender's written consent.

RIGHT TO INSPECT THE PROPERTY

7. Lender shall have the right to enter and inspect the property on reasonable notice and at any reasonable time.

PAYMENT OF TAXES

8. Borrower will pay when due all taxes, assessments, sewer rents and water rates which are assessed against the property. Borrower will show Lender receipts for payment of such charges within **ten (10)** days after Lender requests them.

WRITTEN STATEMENT OF AMOUNT DUE

9. Within **twenty (20)** days after request in writing, Borrower will give Lender a written and signed statement of the amount that Borrower owes on this Mortgage and whether or not Borrower has any rights or claims to reduce or not pay the amount which Borrower owes.

CHANGES IN LAW

10. If any new law is passed which requires Lender to pay a tax or assessment because Lender is the holder of this Mortgage, then Lender may request that Borrower pay Lender all the monies Borrower owes. If requested by Lender, Borrower agrees to pay all the monies owing under the Note or Mortgage within **thirty (30)** days after Lender gives Borrower notice of the passage of such law.

FAILURE TO GAIN A CERTIFICATE OF OCCUPANCY, SALE OR TRANSFER OF PROPERTY OR INTEREST THEREIN

11. In circumstances where the Borrower or Guarantor fails to construct, restore and/or renovate the subject premises at 427 Warren Street, Hudson, New York and obtain a certificate of occupancy for a legal commercial use occupying a minimum of 3,000 sq. ft. of structures(s) on the subject premises within two (2) years from the date of this Penalty Mortgage, or where the Borrower or Guarantor sells all or a portion of the subject premises within two (2) years from the date of this Penalty Mortgage. Borrower will be permitted to have residential tenants above the first floor of the subject premises, provided the first floor is operated for a legal commercial use. A sale shall not be deemed to occur in the event of any transfers among related entities, trusts or individuals.

NOTICE

12. Unless applicable law requires a different method, any notice or other formal communication given either by Borrower or by the Lender will be in writing, and shall be deemed sufficiently given if delivered by any one of the following methods: (i) personal delivery which, in case of notice to the Lender, shall be to an officer or principal thereof; (ii) certified or registered mail, return receipt requested, postage prepaid and properly addressed as set forth below; or (iii) Federal Express or other nationally recognized courier services providing written evidence of delivery. Addresses for receipt of notices are as follows:

To the Borrower:

To the Lender:

Hudson City Clerk
520 Warren Street
Hudson, New York 12534

Either party may change address for receipt of notices by written notice given to the other party in the manner provided above.

VIOLATIONS AFFECTING PROPERTY

13. If Borrower receives notice from any governmental body that the property, or the use, occupation or maintenance of the property, violates any law, then Borrower agrees to correct such violation within **ninety (90)** days.

DEFAULT AND FORECLOSURE

14. If Borrower fails to pay the money Borrower owes to the Lender or to keep any agreements, promises, representations or warranties made by Borrower in the Note or in this Mortgage, then Borrower will be in default and Lender shall be entitled to foreclose this Mortgage. This includes the Lender's right to have the property sold at public sale pursuant to the provisions of Article 13 of the Real Property Actions and Proceedings Law in order to satisfy and pay all amounts owing to the Lender pursuant to the Note and/or Mortgage, as well as any and all other rights the Lender may have pursuant to any other provisions of law. Foreclosure may result in the property being sold to a buyer who will have the right to remove Borrower, its agents, lessees, employees and/or representatives from the property. If an action is commenced to foreclose this Mortgage and there is a sale at foreclosure, Borrower agrees that the property may be sold in one parcel. If an action is commenced to foreclose this Mortgage or to enforce any of the agreements hereunder, Lender shall also be entitled to recover from Borrower all costs, expenses and reasonable attorneys' fees with respect to such action, as well as all reasonable attorneys' fees, costs, allowances, advances, disbursements and other monies which Borrower owes Lender pursuant to any of the terms and conditions of this Mortgage, or the underlying Bond or Note, together with interest at the rate provided in the Note, and which sums due shall be added to and become a part of the lien against the subject property. The proceeds of the sale shall be applied to pay all such costs, expenses, disbursements, reasonable attorneys' fees, allowances and advances, as well as to pay the principal and interest Borrower owes Lender under the Note and Mortgage. If the proceeds from the foreclosure sale are not enough to pay all of these amounts, then Lender is entitled to deficiency judgment against Borrower for the difference.

RECEIVER OF RENTS

15. If Lender starts a foreclosure action, Lender may ask the court to appoint a receiver of rents and profits to care for and protect the property and to collect rents from any tenants or persons in possession. This action may be taken without prior notice to Borrower and without reference to the value of the property. If Borrower occupies all or any part of the property, then the receiver may collect a reasonable charge from Borrower for use and occupancy.

BORROWER'S FAILURE TO PAY TAXES AND INSURANCE

16. If Borrower does not pay all taxes, assessments, sewer rents, water rates, insurance premiums, maintenance costs and any other payments Borrower is required to make within twenty (20) days after such payment(s) shall first become due, Borrower will be in default. Lender may pay those charges, although Lender does not have to do so. If Lender does pay them, Borrower will repay Lender within **ten (10)** days of Lender's request or such charges shall be added to the amount Borrower owes Lender, together with interest at the rate provided in the Note and Mortgage. The fact that Lender has made such payments does not serve to cure or forgive any default.

ASSIGNMENT OF RENTS

17. Borrower gives Lender the right to collect all rents due from tenants or occupants of the property. Lender agrees that before it exercises such rights, Borrower may collect the rents. Upon Lender's giving Borrower **five (5)** days written notice that Borrower is in default with respect to the Note and/or Mortgage or with respect to the Security Agreement, or upon Lender's giving Borrower **five (5)** days written notice that the Borrower has failed to pay the taxes or insurance in a timely manner as provided for herein, Lender may collect the rents. Borrower will not assign rents to any other person without Lender's written consent. This assignment is irrevocable and the Borrower agrees that any tenant or occupant of the property shall have no liability to the Borrower upon the exercise by the Lender of its rights herein. Such rights granted hereunder shall be in addition to any other rights which the Lender may have with respect to the right to collect rents due from tenants or occupants of the property and/or with respect to the assignment of any Leases with respect to the subject property.

ADVANCE RENT COLLECTION

18. Borrower agrees not to collect more than **one (1)** month's rent in advance from any tenant or occupant without Lender's written consent.

PAYMENTS FOR USE AND OCCUPANCY

19. If Borrower fails to make any payments under this Mortgage, then Borrower shall pay monthly in advance to Lender or to any receiver a fair charge for the use of the property. If Borrower does not pay this fair charge, Lender or the receiver may sue to collect it or to remove Borrower, or both.

COMPLIANCE WITH LIEN LAW SECTION 13

20. Borrower agrees to comply with the trust fund provisions of Section 13 of the Lien Law, by using any money received from Lender for the purpose of paying the cost of the property improvements or construction before Borrower uses any portion of the money for any other purpose. Borrower further promises to use the proceeds of this loan for the purposes set forth in the loan application.

DEFENSE OF LENDER'S RIGHTS

21. If Lender has to defend its rights under this Mortgage or the Note, then any money Lender has to pay (including all attorney's fees and disbursements) shall be added to the amount owed by Borrower. Borrower shall pay this money promptly at Lender's request, together with interest at the rate provided in the Note and Mortgage.

CHANGING THIS MORTGAGE

22. This Mortgage may be changed only upon written consent of the Lender.

LENDER'S RIGHT TO REQUIRE PAYMENT OF THE ENTIRE BALANCE

23. Lender has the right to require immediate payment, at its option, upon demand, of the entire unpaid balance of the amount due under the Note and Mortgage without presentment, under the following conditions: **(a)** if Borrower does not make any payment required by the Note and Mortgage within **twenty (20)** days after it is due, or **(b)** if Borrower does not keep any other promise, agreement, representation or warranty which Borrower has made in the Note or Mortgage within the time limit expressly set forth by the provisions herein, or if there is no time limit expressly stated herein, then within **ten (10)** days after Borrower is notified in writing of such failure to do so, or **(c)** if Borrower is in default in accordance with any of the provisions of this Mortgage or of the Note. With respect to a non-monetary default, Lender shall give Borrower written notice of said default and Borrower shall have **ten (10)** days from the date thereof to cure same.

INDEMNIFICATION FOR VIOLATION OF ENVIRONMENTAL PROTECTION LAWS

24. The Borrower warrants that no chemical, toxic substance, or hazardous waste or any other substance that, while not defined as toxic, may constitute a possible nuisance or health hazard has been or will be used or stored on, spilled upon or disposed of on the premises, except in accordance with Environmental Law.

The Borrower covenants to immediately give the Lender copies of all notices received by the Borrower relating to any violations of Environmental Laws. Any uncovered violation by the Borrower of any environmental or public health laws or any rules and regulations promulgated thereunder shall be a default under the terms of this Mortgage.

The Borrower agrees at its sole cost and expense, to indemnify, protect, defend and save harmless the Lender from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation attorneys', consultants', engineers', and experts' fees, expenses and disbursements) of any kind or nature whatsoever by whomever asserted which may at any time be imposed upon, incurred by or asserted or awarded against the Lender relating to, resulting from or arising out of the past, present or future (a) use of the premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any hazardous substance or as a landfill or other waste disposal site or for military manufacturing or industrial purposes, (b) presence of any hazardous substances or a release or the threat of a release on, at or from the premises, (c) appropriate investigative, containment, removal, clean up and other remedial actions with respect to a release or the threat of any release on, at, or from the premises, (d) human exposure to any hazardous substance or nuisances of whatever kind to the extent the same arise from the condition of the premises or the ownership, use, operation, sale, transfer or conveyance thereof, (e) violation of any applicable Environmental Law, (f) non-compliance with any Environmental Permit or (g) material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by Borrower in this Mortgage or arising out of Lender's exercise of any of its rights under this Mortgage or any other document executed by the Borrower in connection with this mortgage loan.

The following definitions apply to certain words or phrases as set forth herein:

A. "Environment" means any water or water vapor, any land including land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

B. "Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes, including the navigation law, and the common law, relating to pollution and/or the protection of the Environment and/or the health and safety of any persons and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and/or petroleum products and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

C. "Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by an applicable Environmental law in connection with the ownership, use and/or operation of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Premises.

D. "Hazardous Substance" means, without limitation, any flammables, explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated-biphenyls, petroleum and petroleum based products or by-products, methane, hazardous materials, medical waste, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportations Act, as amended (49 U.S.C. Sections 1801, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law and in the regulations promulgated thereunder. The term "Hazardous Substance" does not include consumer products which are packaged for, stored, and used by a consumer with reasonable care and for their intended use.

E. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Environment, including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Substance.

The provisions of this paragraph shall survive any transfer of the mortgage premises, including a transfer in lieu of foreclosure or after a foreclosure of the Mortgage, and delivery of the deed affecting such transfer.

CORRECTIVE DOCUMENTS

25. The Borrower shall within **seven (7)** days of a request by the Lender re-execute any document or instrument signed in connection with this mortgage loan or execute any document or instrument that, in the Lender's sole discretion, ought to have been signed at or before the closing of the loan, or which was incorrectly drafted and/or signed. Borrower irrevocably authorizes the Lender to record any such document or instrument and agrees to pay for the cost of such recording or filing.

NO RELIANCE ON LENDER

26. Borrower affirms that it is not relying on the fact that the Lender has extended this Mortgage or loan as evidence of the value of the property or as evidence of good condition and/or good title of the mortgaged premises.

INVALID PROVISION

27. If any provision of the Mortgage would be invalid under applicable law, then such provision shall be deemed to be modified to the extent necessary to render it valid while most nearly preserving its original intent; no provision hereof shall be affected by another provision being held invalid.

SUBORDINATION

28. Lender shall execute and deliver to Borrower such further instruments as Borrower may reasonably request with respect to such subordination. This mortgage lien is subject and subordinate to the first mortgage to be granted by the Borrower with respect to financing of the construction of building and associated infrastructure on the property. Lender shall executed and deliver to Borrower such further instruments as Borrower my reasonably request with respect to such subordination.

CROSS-DEFAULT AGREEMENT

29. The Borrower hereby covenants and agrees that any default in the terms, covenants and conditions of: **(1)** any notes or mortgages or other obligations given to the Lender, or **(2)** any notes, mortgages or other obligations secured by the mortgaged property given to another Lender shall be considered a default of the terms, covenants and conditions of this Mortgage and the Lender may take whatever action it deems necessary, including foreclosing this Mortgage, to protect its interests. Further, the Borrower hereby covenants and agrees that any default in the terms, covenants and/or conditions of this Mortgage or the Note which is secured by this Mortgage shall constitute a default of the terms, covenants and conditions of any other notes, mortgages or other obligations given by the Borrower to the Lender.

NO WAIVER

30. No failure by the Lender to exercise, and no delay in exercising, and no course of dealing with respect to, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Each of the rights of the Lender herein is separate and is not exclusive of any other remedies provided by law.

MISCELLANEOUS PROVISIONS

31. In the event of any conflict between the provisions of this Mortgage and the Promissory Note or Penalty Note, the terms of the Note shall govern and control.

32. Borrower makes the following representations and warranties which shall be continuing representation and warranties throughout the term of this Mortgage that:

- a.** Borrower is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to toxic and hazardous substances and other environmental matters (**the "Laws"**);

- b. No portion of the premises will be used for the disposal, storage, treatment, processing or other handling of any hazardous or toxic substances, in a manner not in compliance with the Laws;
- c. Borrower shall keep or cause the premises to be kept free of hazardous substances and not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process hazardous substances, except in compliance with all applicable Federal, State and local laws or regulations.

33. The Borrower represents and warrants that: **(i)** it has thoroughly reviewed the terms and provisions of the Note and Mortgage, as well as all other documents executed by the Borrower in connection with this transaction, and that the terms and conditions by which the Borrower has agreed to be bound are clearly understood; **(ii)** it has had an opportunity for advice of counsel of its own selection in regard to understanding the terms, meaning and effect of all of these documents; **(iii)** it has freely and voluntarily executed all of these documents with full knowledge of the meaning of the provisions thereof and without any duress or undue influence; **(iv)** it has not relied on any representations, either written or oral, express or implied, made to it by the Lender or any attorney or agent acting on behalf of the Lender, except as expressly set forth in these documents; and **(v)** it has received actual and adequate consideration as set forth in these documents.

PLURAL WORDS

34. When there is more than one Borrower or Mortgagor, the words shall be considered as plural.

BUSINESS TRANSACTION

35. The Borrower acknowledges that this is a business transaction and that the proceeds of the loan are being utilized for business purposes and that this is not a consumer transaction.

LENDER'S RIGHTS TO PROTECT AND PRESERVE THE MORTGAGED PROPERTY

36. In the event of a default by the Borrower with regard to this Mortgage and/or the Note, Security Agreement or any other document executed by the Borrower in connection with this mortgage loan, or in the event that a legal proceeding is commenced by anyone, including the Borrower, which effects the Lender's rights in and to the subject premises, Lender is authorized to do and pay for whatever is necessary to protect the value of the property and lender's rights in the property. Lender's actions may include but are not limited to appearing in Court, paying reasonable attorney fees and expenses, and entering onto the property and/or expending monies to make repairs, to secure and protect the property, to perform any testing with regard to the

condition of the property, and to otherwise protect its rights hereunder. Lender shall not be required to give any notice to the Borrower or to any other party prior to exercising its rights hereunder. Although the Lender is authorized to take the actions set forth herein, Lender is not required to do so and shall have no liability to any other party by its decision not to do so. Any costs, expenses and/or reasonable attorney's fees incurred by the Lender in connection with the rights granted to the Lender herein shall be paid by the Borrower and shall be added to and become a part of the mortgage lien of the Lender against the subject property.

BORROWER'S OBLIGATION TO PAY INTEREST AFTER BANKRUPTCY

37. In any voluntary or involuntary bankruptcy proceeding filed by or against Borrower, either individually or jointly, Borrower agrees to pay interest on any and all arrears which are due and owing under the terms of this Mortgage and/or the Note secured thereby at the time of the filing of bankruptcy by or against Borrower. Arrears shall include but not be limited to all amounts due for principal, interest, late fees, advances for taxes and/or insurance, legal fees incurred by Lender in connection with a foreclosure action hereunder, Borrower's bankruptcy proceeding, or otherwise incurred by Lender in connection with the protection of Lender's interest under the Mortgage and/or the Note secured thereby, costs and disbursements in connection with a foreclosure action, any and all other sums due and owing to Lender by Borrower under the terms of this Mortgage and/or the Note secured thereby. Said interest shall accrue and be paid on these sums by Borrower from the date that they are incurred until the date they are actually paid by Borrower or on behalf of Borrower, and Lender may make a claim for all such amounts. The rate of interest to be paid shall be the applicable interest rate under the terms of the Note at such time as the amount for which a claim is being made becomes due or is paid by or incurred by Lender, or the maximum interest rate which is allowed by law, whichever is the lesser rate. The rights of Lender as set forth herein shall not affect or diminish any of the other rights and/or remedies of Lender as set forth in the Note, Mortgage or other loan documents, but shall be in addition thereto. The rights of Lender as set forth herein shall also be applicable with respect to any amounts due by Borrower to Lender pursuant to any Security Agreement, Assignment of Rents, Building Loan Agreement, Modification/Extension Agreement or any other document executed by Borrower in connection with this transaction.

Signed this ___th day of _____, 2019.

By:

STATE OF NEW YORK)
)
COUNTY OF COLUMBIA)

ss.:

On the ___th day of _____ in the year 2019 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 the 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.

Signature and Office of Individual
taking acknowledgment

RECORD AND RETURN:

Andrew B. Howard, Esq.
441 E. Allen Street
Hudson, New York 12534