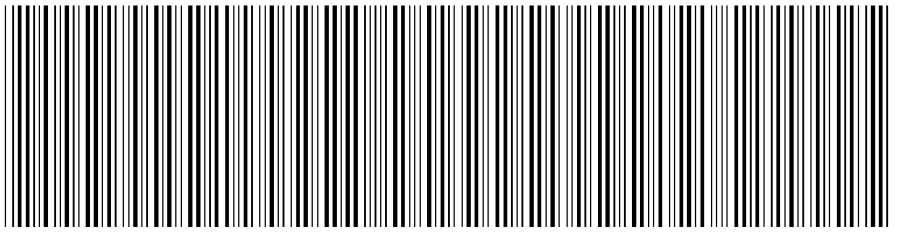


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 6**

**Document ID: 2014061703047001**

Document Date: 05-27-2014

Preparation Date: 06-19-2014

Document Type: AGREEMENT

Document Page Count: 5

**PRESENTER:**

FIDELITY NATIONAL TITLE INS. COMPANY  
485 LEXINGTON AVENUE, 18TH FLOOR  
NEW YORK, NY 10017  
212-481-5858  
kat.lam@fnf.com/ title no. 14-33294-SS-BX

**RETURN TO:**

REIS COOPER LLP  
250 WEST 57TH STREET  
NEW YORK, NY 10107

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BRONX	5949	237	Entire Lot	5543 ARLINGTON AVENUE
<b>Property Type: DWELLING ONLY - 1 FAMILY</b>				

**CROSS REFERENCE DATA**

CRFN: 2004000167936

**PARTIES**

**PARTY 1:**

YESHIVA UNIVERSITY  
500 WEST 185TH STREET  
NEW YORK, NY 10033

**PARTY 2:**

M&T REAL ESTATE TRUST  
ONE FOUNTAIN PLAZA, 9TH FLOOR  
BUFFALO, NY 00000

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 2,500,000.00

Taxable Mortgage Amount: \$ 0.00

Exemption: 255

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

**TOTAL: \$ 0.00**

Recording Fee: \$ 62.00

Affidavit Fee: \$ 8.00

**Filing Fee:**

\$ 0.00

**NYC Real Property Transfer Tax:**

\$ 0.00

**NYS Real Estate Transfer Tax:**

\$ 0.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 06-20-2014 14:31

City Register File No.(CRFN):

**2014000212485**



*Annette McMill*

*City Register Official Signature*

## AGREEMENT

This agreement (the "Agreement") executed May 27, 2014 and effective as of June 1, 2014 is by and between **YESHIVA UNIVERSITY** (the "**Borrower**") having an address at 500 West 185<sup>th</sup> Street, New York, New York, 10033 and **M&T REAL ESTATE TRUST**, a Maryland Real Estate Investment Trust having an address at One Fountain Plaza, 9<sup>th</sup> Floor, Buffalo, New York (the "**Lender**").

### W I T N E S E T H :

WHEREAS, on February 10, 2004 the Borrower borrowed from the Lender \$2,500,000.00 (the "Loan"), secured by a mortgage covering premises located at 5543 Arlington Avenue, Riverdale, New York, recorded on March 19, 2004 as CRFN 2004000167936 in the office of the New York City Register (the "Mortgage"); and

WHEREAS, the Loan is evidenced by a Note (the "Note") made by the Borrower to the Lender in the amount of \$2,500,000.00 dated as of February 10, 2004 (the Note, Mortgage and all documents executed in connection therewith collectively referred to herein as the "Loan Documents"); and

WHEREAS, the maturity date of the Loan was extended to March 1, 2014 pursuant to the terms of an Extension Agreement executed by the Borrower and the Lender as of March 1, 2009 and recorded on March 24, 2009 in CRFN 2009000084602 in the office of the New York City Register; and

WHEREAS, the maturity date of the Loan was further extended by letter agreement dated February 25, 2014 to June 1, 2014; and

WHEREAS, the parties have agreed to extend the time for payment of the obligations provided for in the Note and secured by the Mortgage to June 1, 2019 and to modify the rate in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Loan Documents are hereby amended to extend the maturity date to June 1, 2019.

2. The Note is hereby amended to change the rate to 4.17% per annum.

3. All of the other terms and conditions of the Loan Documents shall remain unchanged except as specifically modified herein, and the maturity date of the Loan is now June 1, 2019.

4. The principal balance of the Loan at the date hereof is \$1,875,785.35, and the Borrower acknowledges that it has no right to draw any further amounts under the Loan. The Borrower affirms that the Loan is due and owing without defense, offset or counterclaim.

5. The Borrower agrees to pay the renewal fee of the Lender in the amount of \$9,379.00 and the fees and disbursements of Lender's counsel in connection herewith upon execution and delivery of this agreement.


6. Except as specifically modified herein, the Loan Documents remain in full force and effect without modification or change.

7. This Agreement shall not be effective until execution by each party hereto and delivery of such fully executed copy to the Lender.

IN WITNESS WHEREOF, the agreement is executed as of the date first above written.


**BORROWER:**

**YESHIVA UNIVERSITY**

By:   
Name: Andrew J. Lauer  
Title: Authorized Signatory

**LENDER:**

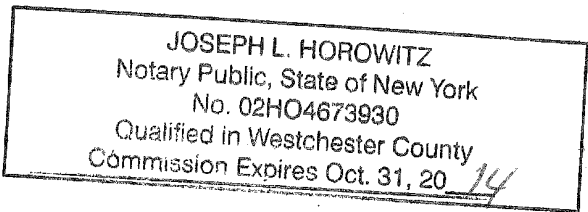
**M&T REAL ESTATE TRUST**

By   
Name: Jonathan Tolpin  
Title: Administrative Vice President

STATE OF NEW YORK    )  
  ) ss.  
COUNTY OF NEW YORK )

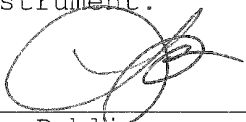
On the 28<sup>th</sup> day of May in the year 2014 before me, the undersigned, personally appeared Andrew J. Lauer personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Joseph L. Horowitz  
Notary Public



STATE OF NEW YORK    )  
  ) ss.  
COUNTY OF NEW YORK   )

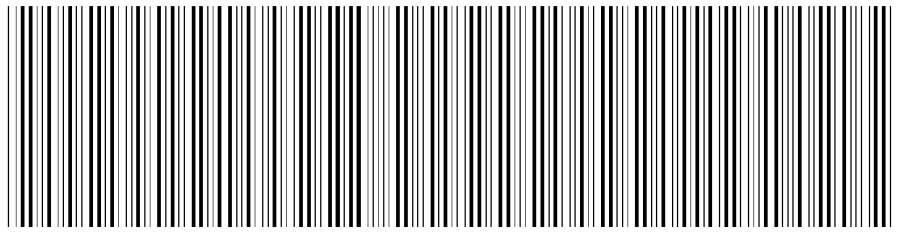
On the 27<sup>th</sup> day of May in the year 2014 before me, the undersigned, personally appeared Jonathan Tolpin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



\_\_\_\_\_  
Notary Public

LEEANNE MARTZ  
Lic. #01MA5008874  
Notary Public-State of New York  
Qualified in Bronx County  
My Commission Expires 03/01/2015

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



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**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2014061703047001**  
Document Type: AGREEMENT

Document Date: 05-27-2014

Preparation Date: 06-17-2014

**SUPPORTING DOCUMENTS SUBMITTED:**

255 MORTGAGE TAX EXEMPT AFFIDAVIT

Page Count

2

**AFFIDAVIT PURSUANT TO SECTION 255  
OF THE TAX LAW OF THE STATE OF NEW YORK**

STATE OF NEW YORK    )  
                                  )  ss.:  
COUNTY OF NEW YORK )

Andrew J. Lauer, deponent, being duly sworn, deposes and says:

1. Deponent is the Vice President of Yeshiva University (the "Owner") for Legal Affairs.
2. The Owner is the owner of the real property situated at 5543 Arlington Avenue, Riverdale, New York which is the subject of the within mortgage transaction (the "Premises").
3. M&T Real Estate Trust (the "Lender"), is the owner and holder of that certain mortgage (hereinafter called the "Existing Mortgage") recorded on March 19, 2004 as CRFN 2004000167936 in the office of the New York City Register (the "Mortgage"), as previously extended by agreement recorded on March 24, 2009 as CRFN 2009000084602 in the office of the New York City Register, which Existing Mortgage secured the original principal sum of \$2,500,000.00, together with interest.
4. All mortgage taxes due the State of New York on the Existing Mortgage were fully paid at the time of recording. \$53,100.00
5. No re-loans or re-advances have become secured thereunder by the Existing Mortgage.
6. The outstanding principal indebtedness under the Existing Mortgage is \$1,875,785.35.



7. The Bank is the Mortgagee named in the Extension Agreement dated the date hereof (the "Agreement"), which extends the Existing Mortgage, does not secure a reloan, readvance or new loan and is being offered with this affidavit for recording.

8. Deponent makes this affidavit pursuant to Section 255 of the New York Tax Law to induce the City Register, Bronx County to record the Agreement with the payment of no mortgage tax.

WHEREFORE, Deponent requests that the aforesaid Agreement be recorded without the payment of a mortgage tax.



Sworn to before me this  
28<sup>th</sup> day of May, 2014.

  
Notary Public

