

OLEAN LOCAL DEVELOPMENT CORPORATION  
EXTERIOR HOUSING REHABILITATION LOAN PROGRAM

MORTGAGE AGREEMENT

THIS MORTGAGE, made the      day of      , BETWEEN  
\_\_\_\_\_, the Mortgagor(s),      Street, Olean, New York, and the  
Olean Local Development Corporation (OLDC) a 501 (c)(3) organization, 101 East State Street,  
Olean, County of Cattaraugus, State of New York, the Mortgagee.

WITNESSETH:

WHEREAS, the mission of the OLDC is to initiate the development of community based projects by using a public/private partnership model to promote economic and community development to benefit Olean and the surrounding area; and

WHEREAS, the OLDC has allocated funding for the creation and implementation of the Exterior Housing Rehabilitation Loan Program (EHRLP) to assist eligible homeowners make qualified home improvements and repairs; and

WHEREAS, the purpose of said EHRLP is to provide funds to assist eligible homeowners to improve and enhance housing conditions of properties in the City of Olean as their primary residence; and

WHEREAS, the Mortgagor(s) is/are the owners of land consisting of a fee estate as legally described in the attachment to this Agreement; and

WHEREAS, the Mortgagor has met certain eligibility requirements for the OLDC EHRLP (the "Program") and has agreed to improve the exterior of the property located at \_\_\_\_\_ Street, Olean, New York (the "Property") with such assistance from the OLDC,

NOW, THEREFORE, to secure the indebtedness in the sum of \$10,000 (Ten Thousand Dollars), lawful money of the United States, (as further described in paragraph 1 below), the Mortgagor hereby mortgages to the Mortgagee the premises described in Attachment "A" to this Agreement;

TOGETHER with the property and all buildings and improvements within the property;

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining said premises and all easements and rights-of-way applicable to the property;

TOGETHER with all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings

standing on said premises, together with any and all replacements thereof and additions thereto;

TOGETHER with all leases and other arrangements pertaining to or affecting the use or occupancy of the property now or hereafter entered into (the mortgagor(s);

TOGETHER with all awards heretofore and hereafter made to the Mortgagor for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing therein may not then be due and payable; and the said Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever,

AND, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

1. The Mortgagee agrees to provide to the Mortgagor, or on behalf of the Mortgagor, funding in the amount of \$10,000 (Ten Thousand Dollars, hereinafter the "Loan") represented by a promissory note made this date by the Mortgagor(s), such funding to be used to finance a portion of the cost of exterior improvements to the Property by Mortgagor via its licensed and insured contractor.

2. The Mortgagor and Mortgagee hereby acknowledge that the Property is subject to the lien of a first loan made by \_\_\_\_\_ ("the Lender"). The parties hereto agree that all terms and provisions of this Mortgage will be subject and subordinate to the lien of the Lender and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms of such mortgage loan(s) or incidental thereto, or to protect the security thereof, to the full extent thereof. If any action or proceeding of foreclosure is instituted by the Lender, the Mortgagor will immediately upon service thereof, deliver to the Mortgagee (whose address appears in Paragraph 11 of this Mortgage) a true copy of each notice, petition, summons, or papers howsoever designated, served in such action or proceeding or in any such action or proceeding.

3. The Mortgagor agrees to repay the Loan pursuant to the following terms and conditions:

(a) \$ \_\_\_\_\_ at 4% for a period of ten years; \$ \_\_\_\_\_ in deferred loan funds where no interest shall accrue or be charged pursuant to the Loan;

(b) The whole of the principal amount of the Loan shall become immediately due and payable at the option of the Mortgagee:

(i) at such time as the Property or any portion thereof is sold, transferred, foreclosed on, or no longer occupied by Mortgagor as a principal residence due to death or for any other reason during the loan repayment period for the above-referenced loan (10 years);

(ii) after Mortgagor's failure to exhibit to the Mortgagee, within ten days after demand, receipts showing payment of all taxes, water rates, sewer rates, sewer rents and assessments;

(iii) after the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the Mortgagee;

(iv) if the buildings on said premises are not maintained in reasonably good repair;

(v) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof;

(vi) if on application of the Mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the premises;

(vii) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto;

(viii) upon refinancing of this Mortgage unless a written waiver is expressly granted by the Mortgagee in writing; or

(ix) if the Mortgagor(s) fail to keep, observe and perform any of the other covenants, conditions or agreements contained in this Mortgage.

4. The Mortgagor agrees that all eligibility information provided by Mortgagor to the Mortgagee in obtaining the Program funds is correct. If it is determined that false information has been provided to the Mortgagee, this mortgage may be declared to be in default by Mortgagee.

5. The Mortgagor agrees that the Mortgagee has the right to effect a post audit of any and all information provided by the Mortgagor to the Mortgagee. The Mortgagor agrees to provide the Mortgagee, upon request, written proof or verification of any information provided by Mortgagor, including but not limited to Mortgagor's income, employment, financial situation and any other relevant information.

6. The Mortgagor shall agree to pay all taxes, assessments, and water and sewer charges for the property when due. Further, the Mortgagor shall keep the Property in good repair.

7. The Mortgagor shall keep the buildings on the premises insured against loss by fire for the benefit of the Mortgagee; shall assign and deliver the policies to the Mortgagee; and shall reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee upon the Mortgagor default in so insuring the buildings or in so assigning and delivering the policies.

8. No building on the premises shall be altered, removed or demolished without the consent of the Mortgagee and proper permitting issued by the City of Olean.

9. The Mortgagor shall, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

10. This Agreement may be amended only with the written consent of the Mortgagee and the Mortgagor or their duly authorized agents.

11. Notices: All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or when mailed by registered or certified mail, postage prepaid, addressed as follows:

## To the Mortgagee

Olean Local Development Corporation  
101 East State Street  
Olean, New York 14760

With a copy to: OLDC Attorney, 101 East State St., Olean, NY 14760

## To the Mortgagor

Street  
Olean, NY 14760

To have and to hold the above described Mortgage property unto and to the proper use and benefit of the Mortgagee, and the successors and assigns of the Mortgagee.

IN WITNESS WHEREOF, this mortgage has been duly executed by the parties thereto.

**MORTGAGEE (OLEAN LOCAL DEVELOPMENT CORPORATION)**

BY:

STATE OF NEW YORK           )  
COUNTY OF CATTARAUGUS     ) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said State, 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.

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

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NOTARY PUBLIC

### **MORTGAGOR(S)**

BY: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said State, 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.

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

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NOTARY PUBLIC