

**COLLATERAL ASSIGNMENT OF LEASES AND RENTS
SECTION 255 AFFIDAVIT**

STATE OF }
COUNTY OF } ss.

being duly sworn deposes and says:

1. He is an attorney at law admitted to practice in the State of New York with offices located at
New York and is acting as legal counsel to (the "Mortgagee") in connection with a
mortgage loan transaction between said Mortgagee and (the "Borrower") pertaining to
premises known as , in the city of , County of , and State of New York.
2. The Borrower has applied to Mortgagee for a loan in the total principal amount of \$.
3. Said loan will be evidenced by a certain Note from Mortgagor to Mortgagee dated and
will be secured by a Mortgage and Security Agreement made by Mortgagor to Mortgagee
covering the mortgaged property, dated , (the "Mortgage") ,which is intended to be
recorded in the County Clerk's office prior to the recording of this Agreement.
4. In connection with the foregoing Mortgage and Security Agreement there is herewith offered
and presented to the Clerk of the County of a Collateral Assignment of Leases and Rents
between said Mortgagor and Mortgagee dated , by which Mortgagee is assigned certain
rights in rents and other moneys relating to the occupancy of the premises encumbered by the
aforesaid Mortgage and as security collateral to such mortgage.
5. Such Collateral Assignment of Leases and Rents neither creates nor secures any original, new
or further principal indebtedness or obligation in addition to or not already secured by or which
under any contingency may be secured by or which under any contingency may be secured by
the aforesaid Mortgage.

This affidavit is submitted to the Register/Clerk of County in support of the exemption of
the foregoing Conditional Assignment of Leases and Rents from the imposition or payment of
mortgage tax under Article 11 of the Tax Law pursuant to provisions of Section 255 of the Tax
Law of the State of New York.

Sworn to before me this

day of , 20 .
