

MORTGAGE

AMT. ADVANCED	R. B. No. 359
2100.00	A. J. 2020
TAX PAID	RE. FEE
for 1940	5.50
INDEXED BY	MEMO
WRITTEN BY	143
	COMPARED
	with

MORTGAGE

Supplemental to NY 9-339 MS

TO
THE FEDERAL LAND BANK
OF SPRINGFIELD

76 81

STATE OF NEW YORK } ss.
COUNTY OF

Recorded on the 17th day of March 1941
at 2:44 P. M. in
Liber. 428 of Mortgages,
at Page 643 and examined.
Clerk.

RECORD AND RETURN TO

THE FEDERAL LAND BANK
SPRINGFIELD, MASS.

32Y
252 7936

ATTORNEY'S CERTIFICATE
(Not To Be Recorded)

I, the undersigned attorney for The Federal Land Bank of Springfield, hereby certify that according to the documents hereinafter mentioned and the disbursement records of said bank, this mortgage covers the property which is described in the application for the loan secured thereby, the land bank appraiser's report or reports thereon, and the abstract or abstracts (including any continuations) of title to said property; that said mortgage has been duly executed and recorded; and that it constitutes the 1st lien on said property.

(To Be Signed At Bank)

Attorney

3-20-41

NEW YORK
Federal Land Bank
Form 21-269

SUPPLEMENTAL TO NY 9-339

11th paragraph changed

THIS INDENTURE, made the

17th

day of March

1941, between IRVING P. FRALEIGH and Mary D. Fraleigh, his wife; of the Town of Red Hook, County of Dutchess, State of New York,

, hereinafter described as party of the first part, and
THE FEDERAL LAND BANK OF SPRINGFIELD, a corporation duly established under the laws of the United States of America and having its usual place of business in the City of Springfield, Massachusetts, in Federal Land Bank District Number One, hereinafter described as party of the second part,

WHEREAS the said Irving P. Fraleigh and Mary D. Fraleigh

dated September 16, 1932

by virtue of a certain bond or obligation ~~being even date herewith~~ is justly indebted to the said party of the second part in the sum of TWENTY-ONE THOUSAND (\$21,000.00) - - - - - Dollars, lawful money of the United States, with interest thereon to be computed from the date of said bond or obligation at the rate of 5 $\frac{1}{2}$ % per centum per annum, and at the rate of six per centum per annum upon all defaulted payments until paid, both principal and interest secured to be paid in thirty-nine (39) semi-annual payments on an amortization plan as provided in said bond or obligation ~~of even date herewith~~ dated Sept. 16, 1932.

IT BEING THEREBY EXPRESSLY AGREED that after five years from the date hereof additional payments on account of the principal or payment of the entire principal may be made on any regular instalment date.

IT BEING THEREBY EXPRESSLY AGREED that the whole of the principal sum shall become due after default in the payment of any interest or semi-annual payment, taxes, liens, or assessments as hereinafter provided.

NOW THIS INDENTURE WITNESSETH that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of One Dollar paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth hereby grant and release unto the said party of the second part and to its successors and assigns forever, the following described real estate situated in the Town of Red Hook

in the County of Dutchess and State of New York, in said District Number One: being all that portion of the abandoned

right of way of the Hartford and Connecticut Western Railroad Company, extending from the former division line between land of Elizabeth Allendorf et al, and land of Peter H. Fraleigh et al on the east, crossing said right of way at about station 1716 + 10 of the monumented center line, in a general westerly direction about 5165 feet to the former division line between land of Edgar L. Traver et al, and land of Henry W. and Elizabeth Coon, crossing said right of way at about station 1767 + 75; CONTAINING 8.66 Acres more or less.

THIS MORTGAGE is given as additional security to the within described bond and as collateral to mortgage given by Irving P. Fraleigh and Mary D. Fraleigh to the Federal Land Bank of Springfield dated September 16, 1932, and recorded in Dutchess County Clerk's Office in Liber 390, of Mortgages, at Page 263. It is expressly understood and agreed that should any default occur in the performance of any of the covenants and conditions or agreements contained in said mortgage recorded in Liber 390, Page 263, that this mortgage shall become due and payable at the option of the holder hereof.