

CONSULT YOUR LAWYER BEFORE SIGNING THIS FORM—THIS FORM SHOULD BE USED BY LAWYERS ONLY.

# COPY

## Note and Mortgage

\$ 92,360.00

Date.....October 1, 1992.....

**Parties**

**Mortgagor** ARVINE COON, JR. and WENDY COON, his wife, both residing at 19  
Cherry Street, Red Hook, New York 12571

**Mortgagee** IRVING A. FRALEIGH and KATHERINE H. FRALEIGH, his wife, as joint tenants  
with rights of survivorship, residing at RD 2, Box 105, Route 199, Red Hook,  
**Address** New York 12571, as to an undivided one-half interest, and DONALD L.  
FENNER and JANE F. FENNER, his wife, residing at 13 Monell Avenue,  
Poughkeepsie, NY 12603 as joint tenants with rights of survivorship

**Promise  
to pay**

Mortgagor promises to pay to Mortgagee or order the sum of

NINETY TWO THOUSAND THREE HUNDRED SIXTY and 00/100

Dollars (\$ 92,360.00 )

with interest at the rate of 7½ % per year from the date above until the debt is paid in full.

**payments**

Mortgagor will pay the debt as follows: Principal and interest shall be payable in  
semi-annual installments of \$8,599.93 commencing on April 1, 1993 and continuing  
on the first day of October and April thereafter until October 1, 1999 at  
which time the entire unpaid balance of the principal and accrued interest,  
if any, shall be due and payable, with each such payment to be applied first  
to the payment of interest and the balance thereof to the payment of principal.  
Mortgagor shall have the option to prepay the principal balance at any time  
without penalty.

**address  
for payment**

Payment shall be made at Mortgagee's address above or at any other address Mortgagee directs.

**Application  
of payments**

The Mortgagee will apply each payment first to interest charges and then to repayment of the debt.

**Additional promises and agreements of the Mortgagor:**

**Transfer of  
rights in  
the Property  
Property  
Mortgaged**

1. The Mortgagor hereby mortgages to the Mortgagee the Property described in this Note and Mortgage. Mort-  
gagor can lose the Property for failure to keep the promises in this Note and Mortgage.

2. The Property mortgaged (the "Property") is  
(a) All

SEE SCHEDULE "A" ATTACHED HERETO.