

MORTGAGE DISCHARGE GUARANTEE AGREEMENT

SELLER:

PURCHASER:

SELLER'S ATTORNEY:

PREMISES:

DATE:

This Agreement is made by and among the Seller, Purchaser, and Seller's Attorney.

1. The Seller is unable to obtain the discharge of record of the following mortgage liens at or before the closing of the transfer of the Premises:

Mortgage given by _____ to _____ and recorded in the _____ of _____ Mortgages at Page _____, said mortgage being assigned to _____ County Clerk's Office in Liber _____ of _____ Mortgages at Page _____ by assignment recorded in Liber _____ of _____

Mortgage given by _____ to _____ and recorded in the _____ of _____ Mortgages at Page _____, said mortgage being assigned to _____ County Clerk's Office in Liber _____ of _____ Mortgages at Page _____ by assignment recorded in Liber _____ of _____

[Remove those paragraphs above (together with this note) which may not be needed.]

2. The Purchaser agrees to close the sale of the Premises with the mortgage liens outstanding in reliance upon the provisions of this agreement.

3. The Seller's Attorney agrees to (1) obtain a payoff statement from the holder of the mortgage lien, (2) pay the amount due thereunder upon receipt of the proceeds of the sale, (3) commence or cause to be commenced no later than six months after closing a judicial proceeding or affidavit procedure as described in New York Real Property Actions and Proceedings Law §1921 toward obtaining the discharge of record of such mortgage liens if such mortgage liens are not satisfied of record prior thereto, and (4) diligently pursue or cause to be pursued such procedure or proceeding to conclusion. The failure of Seller to pay or advance attorney's fees and disbursements as required by paragraph 4 of this agreement shall not excuse the failure of Seller's Attorney to perform his obligations under this agreement.

4. The Seller (1) authorizes the actions set forth in this agreement, (2) directs all persons to deal with Seller's Attorney and/or Purchaser's Attorney and their designees with respect to all aspects of the discharge of the mortgage liens, (3) agrees to pay attorney's fees and disbursements required for the actions described in this agreement.

5. The Seller guarantees the discharge of the mortgage liens and indemnifies the Purchaser, Purchaser's Mortgagee and Assigns, and the title insurer of the title of the Purchaser and the Purchaser's Mortgagee against all damages, including attorney's fees, arising from the failure to proceed in accordance with the terms of this agreement.

6. The Seller and Seller's Attorney waive the defenses of the statute of limitations and privity with respect to claims made under this agreement.

Seller

Purchaser

Seller

Purchaser

Seller's Attorney