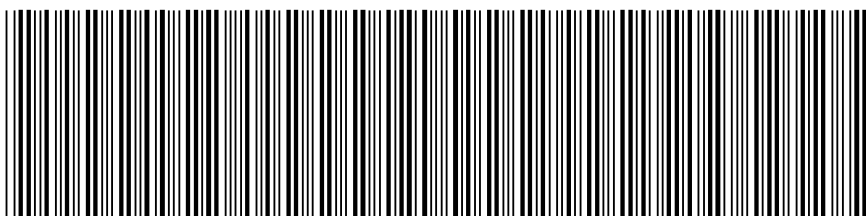


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2009032000454001

Document Date: 03-01-2009

Preparation Date: 03-20-2009

Document Type: AGREEMENT

Document Page Count: 4

PRESENTER:

FIDELITY NATIONAL TITLE INS. COMPANY
PICK UP SOPHIA
ONE PARK AVENUE, SUITE 1402
NEW YORK, NY 10016
212-481-5858
09-7406-20463AC-BX

RETURN TO:

JEFF COOPER, ESQ.
REIS COOPER LLP
250 WEST 57TH STREET, SUITE 1612
NEW YORK, NY 10107

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	5949	237	Entire Lot	5543 ARLINGTON AVENUE
Property Type: DWELLING ONLY - 1 FAMILY				

CROSS REFERENCE DATA

CRFN: 2004000167936

PARTIES

PARTY 1:

YESHIVA UNIVERSITY
500 WEST 185TH STREET
NEW YORK, NY 10033

PARTY 2:

M&T REAL ESTATE TRUST
ONE FOUNTAIN PLAZA, 9TH FLOOR
BUFFALO, NY 00000

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 2,230,264.49	\$	0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:	255	\$	0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00	\$	0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 57.00		
Affidavit Fee:	\$ 8.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**



Recorded/Filed 03-24-2009 11:02
City Register File No.(CRFN):
2009000084602

Annette McHill

City Register Official Signature

AGREEMENT

This agreement (the "Agreement") dated as of March 1, 2009 is by and between **YESHIVA UNIVERSITY** (the "**Borrower**") having an address at 500 West 185th Street, New York, New York, 10033 and **M&T REAL ESTATE TRUST**, a Maryland Real Estate Investment Trust having an address at One Fountain Plaza, 9th Floor, Buffalo, New York (the "**Lender**").

W I T N E S E T H :

WHEREAS, on February 10, 2004 the Borrower borrowed from the Lender \$2,500,000.00 (the "Loan"), secured by a mortgage covering premises located at 5543 Arlington Avenue, Riverdale, New York, recorded on March 19, 2004 as CRFN 2004000167936 in the office of the City Register, Bronx County (the "Mortgage"); and

WHEREAS, the Loan is evidenced by a Note (the "Note") made by the Borrower to the Lender in the amount of \$2,500,000.00 dated as of February 10, 2004 (the Note, Mortgage and all documents executed in connection therewith collectively referred to herein as the "Loan Documents"); and

WHEREAS, the parties have agreed to extend the time for payment of the obligations provided for in the Note and secured by the Mortgage to March 1, 2014.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

B:
5949

L:
237

1. The Loan Documents are hereby amended to extend the maturity date to March 1, 2014.

2. All of the other terms and conditions of the Loan Documents shall remain unchanged except as specifically modified herein, and the maturity date of the Loan is now March 1, 2014.

3. The principal balance of the Loan at the date hereof is \$2,230,264.49, and the Borrower acknowledges that it has no right to draw and further amounts under the Loan. The Borrower affirms that the Loan is due and owing without defense, offset or counterclaim.

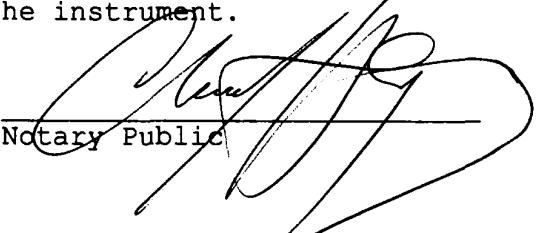
4. The Borrower agrees to pay the renewal fee of the Lender in the amount of \$11,205.00 and the fees and disbursements of Lender's counsel in connection herewith upon execution and delivery of this agreement.

5. Except as specifically modified herein, the Loan Documents remain in full force and effect without modification or change.

6. This Agreement shall not be effective until execution by each party hereto and delivery of such fully executed copy to the Lender.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 3 day of ~~February~~ ^{MARCH} in the year 2009 before me, the undersigned, personally appeared ~~MARLA~~ ^{MARLA} ~~A GARD~~, 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 executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

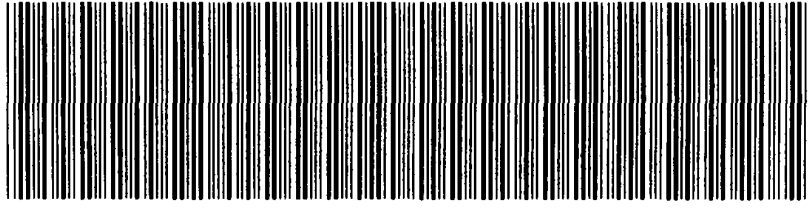

Notary Public

Noel G Henry
Notary Public, State of New York
No. 01HE5057775
Qualified in Kings County
Commission Expires 03/25/10

3/3/09



**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2009032000454001

Document Date: 03-01-2009

Preparation Date: 03-20-2009

Document Type: AGREEMENT

SUPPORTING DOCUMENTS SUBMITTED:

255 MORTGAGE TAX EXEMPT AFFIDAVIT

Page Count

2

**AFFIDAVIT PURSUANT TO SECTION 255
OF THE TAX LAW OF THE STATE OF NEW YORK**

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

Andrew J. Lauer, deponent, being duly sworn, deposes and says:
1. Deponent is the Vice President for Legal Affairs and General Counsel of Yeshiva University (the "Owner").

2. The Owner is the owner of the real property situated at 5543 Arlington Avenue, Riverdale, New York which is the subject of the within mortgage transaction (the "Premises").

3. M&T Real Estate Trust (the "Lender"), is the owner and holder of that certain mortgage (hereinafter called the "Existing Mortgage") recorded on March 19, 2004 as CRFN 2004000167936 in the office of the City Register, Bronx County (the "Mortgage"), which Existing Mortgage secured the original principal sum of \$2,500,000.00, together with interest.

4. All mortgage taxes due the State of New York on the Existing Mortgage were fully paid at the time of recording.*

5. No re-loans or re-advances have become secured thereunder by the Existing Mortgage.

6. The outstanding principal indebtedness under the Existing Mortgage is \$2,230,264.49.

7. The Bank is the Mortgagee named in the Extension Agreement dated the date hereof (the "Agreement"), which extends

* in the amount of \$53,100.00.

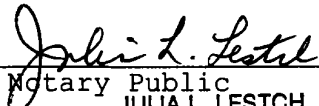
the Existing Mortgage, does not secure a reloan, readvance or new loan and is being offered with this affidavit for recording.

8. Deponent makes this affidavit pursuant to Section 255 of the New York Tax Law to induce the City Register, Bronx County to record the Agreement with the payment of no mortgage tax.

WHEREFORE, Deponent requests that the aforesaid Agreement be recorded without the payment of a mortgage tax.



Sworn to before me this
26 day of February, 2009.


Notary Public
JULIA L. LESTCH
Notary Public, State of New York
No. 41-4674192
Qualified in Westchester County
Commission Expires August 31, 2010

