# ****Top Tier Abstract, LLC****

## **ASSIGNMENT OF TAX REFUNDS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation, having an office and address for the conduct of its business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (herein called the "Borrower" or the "Mortgagor), in consideration of $1.00, the receipt whereof is hereby acknowledged, has sold and by these presents does grant, assign and convey unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein called the "Lender" or the "Mortgagee"), as additional collateral security for the Mortgage Indebtedness, described in, defined in and payable pursuant to, a certain Mortgage dated as of \_\_\_\_\_\_\_\_\_\_ , 20\_\_\_ among Borrower and Lender all right, title and interest of Borrower in and to all refunds of real estate taxes and any interest thereon, which are or may be payable to Borrower with reference to the real property described on Exhibit A hereto, which lies in tax lot \_\_\_\_\_\_\_\_ , Section \_\_\_\_\_\_ , in Block \_\_\_\_\_\_\_\_\_\_ , on the Land and Tax Map of the Borough of \_\_\_\_\_\_\_\_\_\_\_, The City of New York, which premises are commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , New York.**

**TO HAVE AND TO HOLD the same unto Lender and its successors and assigns forever, to and for the use of Lender, Borrower hereby constituting and appointing Lender to be the true and lawful attorney, irrevocable, in Borrower's name, place and stead, for the purposes aforesaid to ask, demand, sue for, attach, levy, recover and receive all such sum and sums of money which now are, or may hereafter become due, owing and payable for, or on account of all or any of the accounts, dues, debts, and demands above assigned, and giving and granting unto such attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary, as fully, to all intents and purposes, as Borrower might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that such attorney or attorney's substitute shall lawfully do, or cause to be done by virtue hereof.**

**By acceptance hereof Lender agrees that, upon payment of the Mortgage Indebtedness and upon request of Borrower, Lender will without expense to Lender furnish Borrower with such documents or statements as may be reasonably necessary to evidence termination of this assignment.**