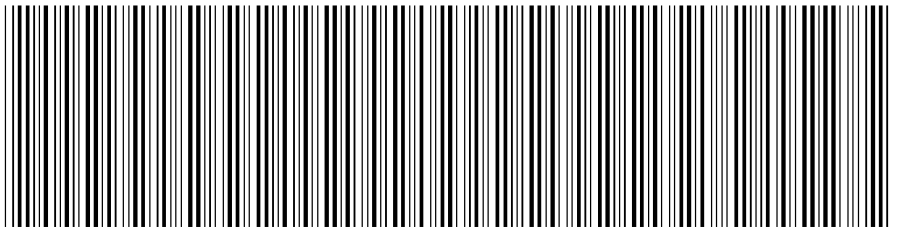


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 25

Document ID: 2018070201021001

Document Date: 06-28-2018

Preparation Date: 07-02-2018

Document Type: MORTGAGE

Document Page Count: 24

PRESENTER:

STEWART TITLE INSURANCE COMPANY
825 THIRD AVENUE, 30TH FL
PICK UP GUS-TA#18(01)275-NY
NEW YORK, NY 10022
646-559-7047
SOPHIA.LARACUENTA@STEWART.COM

RETURN TO:

CULLEN AND DYKMAN LLP
44 WALL STREET, 17TH FLOOR
ATTN: BIANCA ZIMMERMAN, ESQ.
NEW YORK, NY 10005

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|-----------|-------|-----|------------|---------------------|
| MANHATTAN | 1393 | 63 | Entire Lot | 10 EAST 79TH STREET |

Property Type: COMMERCIAL REAL ESTATE

| Borough | Block | Lot | Unit | Address |
|-----------|-------|-----|------------|--------------------|
| MANHATTAN | 1393 | 65 | Entire Lot | 8 EAST 79TH STREET |

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

MORTGAGOR/BORROWER:

GREEK ORTHODOX ARCHDIOCESE OF AMERICA
8-10 EAST 79TH STREET
NEW YORK, NY 10075

MORTGAGEE/LENDER:

ALMA BANK
28-31 31ST STREET
ASTORIA, NY 11102

FEES AND TAXES

Mortgage :

| | | |
|------------------|----|--------------|
| Mortgage Amount: | \$ | 5,500,000.00 |
|------------------|----|--------------|

| | | |
|--------------------------|----|--------------|
| Taxable Mortgage Amount: | \$ | 5,500,000.00 |
|--------------------------|----|--------------|

Exemption:

| | | |
|------------------------|----|-----------|
| TAXES: County (Basic): | \$ | 27,500.00 |
|------------------------|----|-----------|

| | | |
|--------------------|----|-----------|
| City (Additional): | \$ | 61,875.00 |
|--------------------|----|-----------|

| | | |
|--------------------|----|-----------|
| Spec (Additional): | \$ | 13,750.00 |
|--------------------|----|-----------|

| | | |
|-------|----|------|
| TASF: | \$ | 0.00 |
|-------|----|------|

| | | |
|------|----|-----------|
| MTA: | \$ | 16,500.00 |
|------|----|-----------|

| | | |
|--------|----|-----------|
| NYCTA: | \$ | 34,375.00 |
|--------|----|-----------|

| | | |
|-----------------|----|------|
| Additional MRT: | \$ | 0.00 |
|-----------------|----|------|

| | | |
|---------------|----|------------|
| TOTAL: | \$ | 154,000.00 |
|---------------|----|------------|

| | | |
|----------------|----|--------|
| Recording Fee: | \$ | 160.00 |
|----------------|----|--------|

| | | |
|----------------|----|------|
| Affidavit Fee: | \$ | 0.00 |
|----------------|----|------|

Filing Fee:

| | |
|----|------|
| \$ | 0.00 |
|----|------|

NYC Real Property Transfer Tax:

| | |
|----|------|
| \$ | 0.00 |
|----|------|

NYS Real Estate Transfer Tax:

| | |
|----|------|
| \$ | 0.00 |
|----|------|

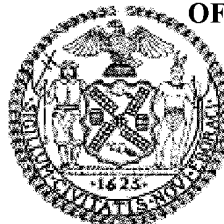
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-06-2018 10:52

City Register File No.(CRFN):

2018000223056



Annette McHill

City Register Official Signature

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, (this "Mortgage") made the 28th day of June 2018, made by **GREEK ORTHODOX ARCHDIOCESE OF AMERICA**, a New York not-for-profit corporation, with an office at 8-10 East 79th Street, New York, New York 10075, (the "Mortgagor"), for the benefit of **ALMA BANK**, a New York banking corporation, having an office at 28-31 31st Street, Astoria, New York 11102 (the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor has become justly indebted to the Mortgagee for the principal amount of FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,500,000.00), together with interest thereon, pursuant to a (1) Mortgage Loan Note of even date herewith, made by Mortgagor as borrower, in favor of Mortgagee, as lender, in the original principal amount of FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (the "Note"), the terms of which are incorporated herein by reference as if set forth in full herein; and

WHEREAS, the Mortgagee and the Mortgagor have agreed to secure payment of the indebtedness and other amounts under the Note in the manner hereinafter set forth.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

CERTAIN DEFINITIONS

The Mortgagor and the Mortgagee agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and to the plural forms of such terms.

"Affiliate" of any specified person or entity means any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity or is an officer, director, partner, member or trustee of such specified person or entity. For purposes of this definition and for any other definition in this Mortgage, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to vote five percent (5%) or more of (i) the voting stock of a corporation, (ii) the partnership interests of a partnership, or (iii) the membership interests of a limited liability company, or to direct or cause the direction of the management and policies of any such entity, whether through the ownership of voting stock, partnership interests, membership interests, by contract or otherwise;

"Chattels" means all right, title and interest of Mortgagor in and to all fixtures, fittings, appliances, apparatus, equipment, machinery, furniture, furnishings and articles of personal property, and replacements thereof owned by Mortgagor, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Improvements and including any other property which

may be subject to any security agreements as defined in the Uniform Commercial Code of the State of New York.

"Default Rate" shall have the meaning assigned thereto in the Note.

"Events of Default" means the events and circumstances described as such in Section 2.01 hereof.

"Improvements" means all structures and buildings, and replacements thereof, now or hereafter located upon the Mortgaged Property, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures and/or buildings.

"Interest Rate" shall have the meaning assigned thereto in the Note.

"Loan Documents" shall mean the Note, Mortgage, mortgage commitment letter dated May 30, 2018, and the Loan Funding and Survival Agreement between Mortgagee and Mortgagor and such other documents now or hereafter executed by Mortgagor and/or others in favor of Mortgagee in connection with the indebtedness evidenced by the Note.

"Loan Funding and Survival Agreement" shall mean that certain loan funding and survival agreement executed of even date herewith by Mortgagee in favor of Mortgagor.

"Premises" means the premises described in Schedule A hereto, including all of the air space, easements, rights, privileges, royalties and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Mortgagor therein and in the streets, alleys and ways adjacent thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired.

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in order to secure payment of the Note, including principal and interest, and any and all other sums and advances due under the Loan Documents (collectively, all of such obligations are hereinafter referred to as the "Indebtedness"), and the performance and observance of all the provisions hereof and of the Note, hereby mortgages, hypothecates, pledges, sets over, assigns and confirms unto the Mortgagee all its estate, right, title and interest in, to and under any and all of the following described property (the "Mortgaged Property"), whether now owned or held or hereafter acquired:

- (a) the Premises;
- (b) the Improvements;
- (c) the Chattels;
- (d) all of Mortgagor's right, title and interest in any and all awards and proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims,

including, without limitation, proceeds of hazard and title insurance and condemnation awards;

(e) all rents, issues and profits of the Mortgaged Property together with all tenant leases, subleases and other documents evidencing such rents, issues and profits now or hereafter in effect and any and all deposits held as security pursuant to the said leases.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns forever until the Indebtedness has been paid and satisfied in full. And also the Mortgagor does for itself and its successors and assigns, covenants that it holds fee simple title to the Premises and that, as of the date hereof, there are no encumbrances to secure the debt encumbering the Premises senior in lien to the lien hereof.

And furthermore, the Mortgagor does by these presents bind itself and its successors and assigns forever to warrant and defend the Mortgaged Property described in Schedule A to the Mortgagee, its successors and assigns, against all claims and demands whatsoever except as mentioned herein.

ARTICLE I

PARTICULAR COVENANTS OF THE MORTGAGOR

Section 1.01 General Representations, Covenants and Warranties

The Mortgagor represents and warrants that:

(a) it has a good and marketable title to an indefeasible fee estate in the Mortgaged Property subject to no lien, charge or encumbrance, except such as are listed as exceptions to title in the title policy insuring the lien of the Mortgage (the "Permitted Encumbrances");

(b) the Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property subject only to the Permitted Exceptions;

(c) the Mortgagor will preserve such title, and forever warrant and defend the same to the Mortgagee, and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever;

(d) the Mortgagor is duly organized, validly existing and is in good standing under the laws of the state of its formation or incorporation, as the case may be;

(e) the Mortgagor has all necessary licenses, authorizations, registrations, permits and/or approvals and the full power and authority to own its properties and to carry on its business as presently conducted and the execution, delivery and performance by Mortgagee of its obligations under the Loan Documents to which either is a party have been duly authorized by all necessary action and do not and will not (i) require any consent or approval of the shareholders, members or partners of Mortgagor which has not been obtained, (ii) contravene the articles of incorporation, articles of organization, bylaws or operating agreement of Mortgagor, (iii) violate

any provision of or cause a breach or default under any law, rule, regulation, order, judgment or decree applicable to Mortgagor, (iv) will not cause or result in breach or default under any indenture, loan or credit agreement to which Mortgagor is a party or which affects the Mortgagor or the Mortgaged Property, or any part thereof;

(f) the Mortgagor is able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities, and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Mortgagor;

(g) all reports, statements and other data furnished by the Mortgagor in connection with the loan evidenced by the Note are true and correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading;

(h) there are no actions, suits, or proceedings pending, or to the knowledge of the Mortgagor threatened, against or affecting the Mortgagor or the Mortgaged Property;

(i) electric, gas, sewer, water facilities and any other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service the Mortgaged Property satisfactorily, and any easements necessary to the furnishing of such utility service have been obtained and, where necessary, duly recorded;

(j) the Mortgagor is not in default under the terms of any instrument evidencing or securing any indebtedness of the Mortgagor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument after the giving of notice, passage of time or both.

Section 1.02 Further Assurances

The Mortgagor will, at the sole cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall from time to time require, for the better assuring, assigning, transferring and confirming unto the Mortgagee the property and rights hereby mortgaged or assigned or intended now or hereafter so to be, or which the Mortgagor may be, or for carrying out the intention or facilitating the performance of the terms of the Mortgage, or for filing, registering or recording the Mortgage and, on demand, will execute and deliver, and hereby authorizes the Mortgagee to execute and file in the name of the Mortgagor to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments to evidence more effectively the lien hereof upon the Mortgaged Property or any part thereof.

Section 1.03 Security Agreement

This Mortgage constitutes a security agreement under the Uniform Commercial Code of the State of New York. At any time and from time to time upon request of the Mortgagee, the Mortgagor will make, execute and deliver to the Mortgagee, and where appropriate, pay the cost of

recording and/or filing, financing statements and instruments of further assurance, and from time to time thereafter the cost of re-recording and/or refileing any and all other and further financing statements, and instruments of further assurance which in opinion of the Mortgagee may be necessary or desirable to effectuate, complete or perfect, any security interest granted hereunder or under any other document in connection with the indebtedness secured hereby or to continue or preserve the obligations of the Mortgagor. The Mortgagor hereby appoints the Mortgagee as its true and lawful attorney-in-fact to execute, record and file all of such financing statements and instruments of further assurance and to re-execute, re-record and/or refile the same. Any such financing statements and instruments of further assurance may also be executed only by the Mortgagee.

Section 1.04 Payment of Money Due

The Mortgagor will punctually pay the principal and interest and all other sums evidenced by the Note (the "Indebtedness") in accordance with its terms and provisions.

Section 1.05 Preservation of Entity

The Mortgagor, if a corporation, partnership or limited liability company, will, so long as any Indebtedness remains outstanding, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation or limited liability company under the laws of the state of its establishment and will comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Mortgagor or to the Mortgaged Property or any part thereof.

Section 1.06 Acquired Property

All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements thereof, and all additions and appurtenances to the Mortgaged Property hereafter made shall, immediately upon such making, and in each such case, without any further mortgage, assignment or other act by the Mortgagor, become subject to the lien of the Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described in the granting clause hereof; but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of the Mortgage.

Section 1.07 Taxes and Other Charges

Section 1.07.1 Taxes and Assessments

The Mortgagor shall pay on or before when due all real estate and ad valorem taxes, personal property taxes, assessments, water rates, sewer rents, fines, dues, fees, levies, impositions, liabilities, obligations and any other charges now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, as well as all license fees or similar charges imposed by any municipality or other governmental authority in respect of the

Mortgaged Property or for the use and occupancy thereof together with any penalties and interest on any of the foregoing and, in default thereof, Mortgagee may pay same and Mortgagor will repay same with interest thereon at the Default Rate. Upon request of Mortgagee, the Mortgagor shall submit to the Mortgagee paid tax receipts evidencing payment of real estate taxes promptly after payment.

Section 1.07.2 Mechanic's and Other Liens

The Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's statutory or other liens to be created or remain outstanding upon the Mortgaged Property. If any such lien is filed against the Mortgaged Property, the same shall be discharged by Mortgagor within thirty (30) days thereafter, at the Mortgagor's expense, by bonding or otherwise. Upon the Mortgagor's failure to discharge such lien, the Mortgagee shall have the right, but shall not be obligated, to cause the same to be discharged and the Mortgagor shall on demand reimburse the Mortgagee for all sums so expended with interest thereon at the Default Rate.

Section 1.07.3 Tax Escrow

Upon demand by Mortgagee, the Mortgagor will pay to the Mortgagee on the first day of every month an amount equal to one-twelfth (1/12) of the annual real estate taxes, ad valorem taxes, personal property taxes, assessments, water rates, sewer rents, fines, impositions and other charges specified in paragraph 1.07.1 above (hereinafter collectively referred to as the "Taxes"). If the amount so paid to Mortgagee is insufficient to pay all of such Taxes sixty (60) days before any of the same may be due then upon demand by the Mortgagee, the Mortgagor shall deliver to the Mortgagee such additional monies as required to pay such Taxes. Furthermore, Mortgagee may require a deposit in excess of one-twelfth (1/12th) of such Taxes if Mortgagee, in its reasonable judgment, estimates that a greater deposit is required to assure that sufficient funds will have been deposited by such sixtieth (60th) day prior to the due date to pay such Taxes. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. In the event of a default under any of the terms, covenants and conditions in the Note, the Mortgage or any other Loan Document, the Mortgagee may apply any and all deposits made pursuant to this paragraph 1.07.3 to the reduction of the sums secured hereby, in such manner as the Mortgagee shall determine in its sole and absolute discretion. Upon an assignment of this Mortgage, the Mortgagee will have the right to pay over the balance of any such deposits in its possession to the assignee and the Mortgagee will thereupon be completely released from all liability with respect to such deposits. The Mortgagor or then owner of the Premises will look solely of the assignee with respect to such deposits.

Section 1.08 Taxes, Fees and Levies Due to Ownership of Note and Mortgage

In the event of any passage, or change in any applicable law, order, rule or regulation subsequent to the date hereof changing or modifying in any way the laws now enforced governing the taxation of mortgages or other security instruments then the entire Indebtedness secured by this Mortgage will without notice become immediately due and payable at the option of Mortgagee. Notwithstanding the foregoing to the contrary, if any such law, order, rule or

regulation is pass, or changed, the result of which is to increase the taxes imposed upon or the cost to Mortgagee, the Mortgagor will pay to Mortgagee additional amounts to compensate for such increased costs, provided the same does not violate any applicable usury or other statute or law and provided that the Mortgagor will not claim or demand or be entitled to any credit against the Indebtedness secured hereby by the payment by it of any such additional amounts to Mortgagee. If such payment is permitted and made, then the Mortgagee will not accelerate the Indebtedness.

Section 1.09 Insurance

(a) The Mortgagor shall keep the Improvements and Chattels insured for the benefit of Mortgagee against (i) loss or damage by fire (ii) such risks and hazards covered by the standard form of all risks extended coverage insurance from time to time available, (iii) loss of rentals (for at least 12 months) due to any of the foregoing causes, (iv) flood disaster pursuant to the National Flood Insurance Act of 1968, as amended, if any of the Premises lie in a flood hazard area designated as such and qualifying for coverage under such Act and (v) any other risks or hazards, if required by Mortgagee, commonly insured against any persons operating buildings similar in nature to the Improvements; the foregoing policies referred to herein as the "Insurance Policies".

(b) Each policy shall specifically provide that (i) such policy may not be cancelled except upon thirty (30) days prior written notice to the Mortgagee and that no act or thing done by the Mortgagor shall invalidate the policy as against the Mortgagee and (ii) any and all insurance proceeds will be paid to the Mortgagee. The Mortgagor will assign and deliver the policy or policies of all such insurance to the Mortgagee, which policy or policies shall have endorsed thereon the standard New York mortgagee clause in the name of the Mortgagee, so and in such manner and form that the Mortgagee and its successors and assigns shall at all times have and hold said policy or policies as collateral and further security for the payment of the Indebtedness until the full payment of the Indebtedness. The Mortgagor will deliver to the Mortgagee not later than thirty (30) days prior to the expiration date of each such policy, an endorsement thereof extending the expiration date for at least one (1) year or a new policy, which complies with all of the aforesaid terms. Each such endorsement or new policy will be accompanied by proof of the annual premium therefore. In default of so doing, the Mortgagee may obtain such insurance for its interest alone (and in the absence of an express statement to the contrary in the policy, will be deemed for its interest alone) from year to year and pay the premium or premiums therefor. The Mortgagor will pay to the Mortgagee on demand such premium or premiums so paid, with interest on such amounts at the Default Rate.

(c) All of such insurance required hereunder will be in an amount equal to the greatest of (i) the full replacement cost of the property insured, (ii) 100% of the principal amount of this Mortgage or the replacement value of the Mortgaged Property and (iii) the amount required to avoid co-insurance (with a deductible of not greater than \$5,000.00 per occurrence). Such insurance policies must be issued from a company licensed to do business in the State of New York with a rating of not less than "A-8" according to the latest rating publication of Property and Casualty Insurers by A.M. Best Company.

(d) The Mortgagor shall give the Mortgagee prompt notice of any loss covered by the aforesaid insurance. No loss or damage claim may be settled or adjusted without the consent of Mortgagee. Notwithstanding anything to the contrary contained herein or in Section 254 of the Real Property Law of the State of New York or any other provisions of applicable law, the proceeds of insurance policies coming into the possession of the Mortgagee shall not be deemed trust funds and the Mortgagee shall have the option in its sole discretion to apply any insurance proceeds it may receive pursuant hereto, or otherwise, to the payment of the Indebtedness secured hereby in any order of priority and allocated to such portions thereof as Mortgagee may designate.

(e) Notwithstanding the foregoing, the Mortgagee shall permit the repair and restoration of the Improvements and Chattels and shall disburse the insurance proceeds to Mortgagee provided that the Mortgagee is not in default of the terms of the Note and/or Mortgage and further provided that Mortgagor complies with Mortgagee's reasonable requirements for reconstruction and repair of the Improvements and advances of funds.

(f) The Mortgagee will be named as an additional insured on all liability and property damage insurance policies maintained by the Mortgagor. The Mortgagor will maintain public liability and property damage insurance in a coverage amount of not less than \$1,000,000.00 per single occurrence and \$2,000,000.00 in the aggregate.

(g) Upon demand by Mortgagee, the Mortgagor will pay to the Mortgagee on the first day of every month an amount equal to one-twelfth (1/12) of the annual premiums for the Insurance Policies (the "Insurance Premiums"). If the amount so paid to Mortgagee is insufficient to pay all of such Insurance Premiums sixty (60) days before any of the same may be due, then upon demand by the Mortgagee, the Mortgagor shall deliver to the Mortgagee such additional monies as required to pay such Insurance Premiums. Furthermore, Mortgagee may require a deposit in excess of one-twelfth (1/12th) of such Insurance Premiums if Mortgagee, in its reasonable judgment, estimates that a greater deposit is required to assure that sufficient funds will have been deposited by such sixtieth (60th) day prior to the due date to pay such Insurance Premiums. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. In the event of a default under any of the terms, covenants and conditions in the Note, the Mortgage or any other Loan Document, the Mortgagee may apply any and all deposits made pursuant to this paragraph to the reduction of the sums secured hereby, in such manner as the Mortgagee shall determine in its sole and absolute discretion. Upon an assignment of this Mortgage, the Mortgagee will have the right to pay over the balance of any such deposits in its possession to the assignee and the Mortgagee will thereupon be completely released from all liability with respect to such deposits. The Mortgagor or then owner of the Premises will look solely of the assignee with respect to such deposits.

Section 1.10 Failure to Perform Covenants

If the Mortgagor shall fail to perform pay any sums required under the terms of this Mortgage, the Mortgagee may make advances to perform the same in its behalf upon ten (10) days' prior written notice to Mortgagor, and all sums so advanced shall be a lien upon the

Mortgaged Property and shall be secured hereby. The Mortgagor will repay on demand all sums so advanced on its behalf with interest at the Default Rate. The provisions of this Section shall not prevent any default in the observance of any covenant contained in this Mortgage from constituting an Event of Default.

Section 1.11 Books and Records

(a) The Mortgagor will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit the Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Mortgaged Property and examine its records and books of account and to discuss its affairs, finances and accounts with the officers of the Mortgagor, at such reasonable times as may be requested by the Mortgagee.

(b) The Mortgagor, within ten (10) days upon request by mail, will furnish a written statement duly acknowledged of the amount due, whether for principal or interest on the Note and whether any offsets, counterclaims or defenses exist against the Mortgage, or the Indebtedness, or any part thereof.

Section 1.12 Care of the Mortgaged Property

(a) The Mortgagor shall preserve and maintain the Mortgaged Property in a first-class manner. The Mortgagor shall not cause, permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action or tolerate any condition which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) No fixture or article of personal property covered by this Mortgage shall be removed, demolished or altered, without the prior written consent of the Mortgagee; provided, however, the Mortgagor shall have the right, without such consent, to remove and dispose of such property from time to time as the same may become worn out or obsolete, as long as any such property shall be replaced with mortgaged property of like kind, value and quality

(c) The Mortgagee and any persons authorized by the Mortgagee may enter upon and inspect the Mortgaged Property at all reasonable times.

(d) The Mortgagor will comply, and cause all occupants of the Building and Improvements and Land to comply, with all laws and ordinances relating to the maintenance or use of the Premises issued by any governmental authority. Furthermore, the Mortgagor will not permit any condition to exist on the Premises, which might result in the termination or cancellation of any insurance required to be carried by the Mortgagor.

Section 1.13 Condemnation

The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property or any part thereof, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such

proceedings and the Mortgagor from time to time will deliver to the Mortgagee all instruments requested by it to permit such participation. No claim with respect to any condemnation may be settled without the consent of the Mortgagee. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to the Mortgagee and the Mortgagee will have the right (in its sole and absolute discretion) to retain and apply the proceeds of any award or compensation or purchase in lieu thereof toward payment of the Indebtedness. If, prior to the receipt by the Mortgagee of such awarded compensation, the property is sold upon foreclosure of this Mortgage, then the Mortgagee will have the right to receive said award or compensation to the extent of any deficiency found to exist after such sale, with legal interest thereon, together with attorney's fees incurred by Mortgagee in connection with the collection thereof, whether or not a deficiency judgment on the debt hereby secured will have been issued.

Section 1.14 Leases

(a) The Mortgagor will not (i) execute an assignment of the rents, issues and profits of the Mortgaged Property, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property, except that any lease may be cancelled provided that promptly after such cancellation a new lease is entered into with a new lessee having a credit standing, in the judgment of the Mortgagee, at least equivalent to that of the prior lessee and on substantially the same terms as the cancelled lease, or (iii) modify any lease so as to shorten the unexpired term thereof or to decrease the rents payable thereunder, or (iv) accept prepayments of rents under leases, except prepayments in the nature of security for the performance of the lessees thereunder (and no lease will provide for rent payable more than 30 days in advance), or (v) in any manner impair the value of the Mortgaged Property or the security of the Mortgage.

(b) The Mortgagor will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions, and agreements contained in all leases of the Mortgaged Property, or any part thereof, to be performed on the part of the lessor and will do all things necessary to compel performance by the lessee under each lease of all obligations, covenants and agreements by such lessee to be performed thereunder. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, the Mortgagor shall exercise its right to request such certificates within five (5) days of any demand therefor by the Mortgagee.

(c) The Mortgagor shall furnish to the Mortgagee, within thirty (30) days after a request by the Mortgagee to do so, a written statement containing the names of all lessees of the Mortgaged Property, the terms of their respective leases, the space occupied and the rentals payable thereunder.

Section 1.15 Trust Funds

The Mortgagor, in compliance with Section 13 of the Lien Law, will receive the advances secured by the Mortgage and will hold the right to receive such advances as a trust fund to be applied first to the payment of the cost of improvement before using any part of the total of the

same for any other purposes. The Mortgagor agrees that it shall indemnify and hold the Mortgagee harmless against any loss or liability, cost or expense, including, without limitation, any judgments, attorneys' fees, costs of appeal bonds and printing costs arising out of or relating to any proceeding instituted by any claimant alleging priority over the lien of the Mortgage, and/or by any claimant alleging a violation by the Mortgagor or the Mortgagee of any section of Article 3-A of the Lien Law of the State of New York.

Section 1.16 Assignment of Rents

The assignment of the rents, issues, profits, leases, subleases and other documents described herein constitute a present assignment of the same and are fully operative without any further action on the part of either party. Such assignment will continue in effect until the Indebtedness under the Note and all other obligations due to the Mortgagee are paid and performed; the execution of this Mortgage constituting and evidencing the irrevocable consent of the Mortgagor to the entry upon and taking possession of the Premises by the Mortgagee pursuant to such grant whether foreclosure has been instituted or not and without applying for a receiver. This assignment is made upon the condition that for so long as no Event of Default shall occur, Mortgagor, subject to the terms of this Mortgage, shall have the right and license to exercise all rights, options and privileges extended to the Landlord under the terms of the leases, including without limitation the right to collect, use and enjoy all rents, issues and profits, provided, however, that the Mortgagor agrees to use paid rents, issues and profits in the payment of interest and principal, taxes, assessments, water rates, sewer rents, carrying charges and any other sums required to be paid by the Mortgagor under this Mortgage. Upon occurrence of any Event of Default hereunder, such right and license may be revoked by Mortgagee by giving written notice of such revocation, served, personally or sent by registered or certified mail to the Mortgagor and the right is hereby given to the Mortgagee, at its option, (i) to enter upon and take possession of the Mortgaged Property for the purpose of collecting the said rents, issues and profits, (ii) to dispossess by summary proceedings any tenant defaulting in the payment thereof to the Mortgagee or in the performance of any other obligation, (iii) to lease the Mortgaged Property or any part thereof, and (iv) to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of the indebtedness and other sums secured hereby.

Section 1.17 Expenses

The Mortgagor will pay when due and payable all appraisal fees, recording fees and commissions, abstract fees, title policy fees, escrow fees, attorneys' fees, fees of inspecting architect(s) and engineer(s) and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by the Mortgagee in connection with the issuance of its commitment, the preparation and execution of loan documents and the funding of the loan to the Mortgagor secured hereby; and the Mortgagor will, upon demand by the Mortgagee, reimburse the Mortgagee for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless the Mortgagee from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs, and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by them by reason of, on account of or in connection with any bodily injury or property damage occurring in or upon or in the vicinity of the Mortgaged Property

through any cause whatsoever or asserted against them on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with the Mortgage or any of the indebtedness evidenced by the Note, excepting for the gross negligence of the Mortgagee or its agents.

Section 1.18 Compliance with Laws

The Mortgagor covenants and warrants that it will faithfully observe, perform and comply with all local, state and federal laws, rules and regulations pertaining to the ownership, use, occupancy and enjoyment of the Premises including, without limitation, restrictive covenants, zoning, building, health, safety, fire, rent stabilization, rent control and environmental protections laws, rules and regulations. If the Mortgagor receives notice from any federal, state or governmental body that it is not in compliance with any such law, rule or regulation, it will promptly provide the Mortgagee with a copy of such notice.

ARTICLE II

DEFAULTS

Section 2.01 Event of Default

The term "Event of Default," wherever used in the Mortgage shall mean any one or more of the following events:

(a) failure by Mortgagor to pay any installment of principal or interest due under the Note, or any portion thereof, as the same shall become due, after the expiration of the applicable grace period provided therein;

(b) failure by Mortgagor to make any other payment due under the Note, Mortgage or any other Loan Document when the same shall become due, which failure is not cured by Mortgagor within fifteen (15) days after receipt of written notice from Mortgagee specifying such default;

(c) failure by Mortgagor to observe or perform any other non-monetary covenant, term or agreement in this Mortgage, the Note or in any other Loan Document that is not otherwise referred to in this Section 2.01, which failure is not cured by Mortgagor within thirty (30) days after receipt of written notice from Mortgagee specifying such default; provided, however, if such failure is susceptible to being cured but cannot reasonably be cured within such thirty (30) day period, such failure shall not be an Event of Default if Mortgagor promptly commences to effect such cure and diligently pursues the same to completion;

(d) if any representation made in this Mortgage or any other Loan Document shall have been materially false when made;

(e) any default under any guarantee of the Indebtedness;

(f) the appointment of a trustee, receiver, liquidator or similar official of any of the Mortgagor, any partner, shareholder or member of the Mortgagor, the Mortgaged Property, or any part thereof; or

(g) the commencement by or with respect to the Mortgagor, any partner, shareholder or member of the Mortgagor of a voluntary or involuntary case under any applicable bankruptcy, insolvency or other similar federal or local state law now or hereafter in effect, and the same shall not be discharged or dismissed within sixty (60) days after the commencement thereof;

(h) the making by the Mortgagor, any partner, shareholder or member of the Mortgagor of any assignment for the benefit of creditors; or the failure of the Mortgagor, any partner or member of the Mortgagor generally to pay its or his debts as payment of such debts becomes due; or the taking of any action by the Mortgagor, any partner or member of the Mortgagor of the Note to authorize the commencement of or acquiescence in any of the events described in clauses (f), (g) and (h) of this Section 2.01;

(i) if final judgment for the payment of money be rendered against the Mortgagor and, within sixty (60) days after the entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within sixty (60) days after the expiration of any such stay, such judgment shall not have been discharged;

(j) any assignment by the Mortgagor of the whole or any part of the rents, issues or profits arising from the Premises;

(k) if the Mortgagor permits any other lien or encumbrance to be placed upon the Mortgaged Premises or the membership interest, partnership interest or capital stock of the Mortgagor, without the prior written consent of the Mortgagee; or

(l) if the Mortgagor fails to keep, observe and perform any of the covenants, conditions or agreements contained in any prior mortgage or fails to repay to the mortgagee the amount of any installment of principal or interest which the mortgagee may have paid on such mortgage with interest thereon;

(m) if the Mortgagor defaults under any other loan with the Mortgagee;

(n) the sale, assignment, transfer or other disposition, directly or indirectly, of all or any portion of the Mortgaged Property or any interest or estate therein or of any partnership or membership interest or capital shares in the Mortgagor, or of any beneficial or other interest in and to such partnership or membership interest or of any of the capital shares of the Mortgagor, or of any beneficial or other interest in such capital shares or of any beneficial interest in and to the Mortgagor. For the purpose of this clause (n), a "disposition" will include, without limitation, (i) any further mortgaging, hypothecating or encumbering of (x) the Mortgaged Property, (y) any interest or estate therein, (z) any capital stock, membership or partnership interest of the Mortgagor, or (ii) the leasing to one person or entity (or to one person or entity and to one or more Affiliates of such person or entity) of all or substantially all of the Premises (except under bona fide tenant leases for terms not in excess of ten (10) years (including renewal options);

(o) if any material inaccuracy shall exist in any of the financial statements or in any other information furnished by or to be furnished by the Mortgagor to the Mortgagee pursuant to the provisions of the Mortgage or other Loan Documents or as an inducement for Mortgagee to make the loan evidenced by the Note; or

(p) the waste, removal or demolition of any building or other Improvement except as heretofore permitted;

(q) failure by Mortgagor to comply with any requirement or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property;

(r) if the Premises are leased, and if required by Mortgagee, the failure by Mortgagor to maintain Tenant Security Deposit Accounts with the Mortgagee in a day of deposit/day of withdrawal account at the prevailing rate of interest for similar accounts until this Mortgage is paid in full.

ARTICLE III

REMEDIES

Section 3.01 Acceleration of Maturity

If an Event of Default shall have occurred, Mortgagee may declare, at its sole and absolute discretion, the entire outstanding Indebtedness to be due and payable immediately.

Section 3.02 Mortgagee's Power of Enforcement

If any Event of Default shall have occurred, Mortgagee may in its sole and absolute discretion, either with or without entry or taking possession as hereinabove provided or otherwise, (a) proceed by way of non-judicial foreclosure pursuant to Article 14 of the Real Property Actions and Proceedings Law, or (b) bring an action of foreclosure or any other action as may be provided for herein or in any other Loan Document or as permitted by law.

Section 3.03 Mortgagee's Rights to Enter and Take Possession, Operate and Apply Income

(a) If any Event of Default shall have occurred, upon demand of the Mortgagee, the Mortgagor shall immediately surrender to the Mortgagee the actual possession of the Mortgaged Property and the Mortgagee itself, or by such officers or agents as it may appoint, may enter and take immediate possession of all or a portion of the Mortgaged Property and exclude the Mortgagor and his agents and employees wholly therefrom. The Mortgagor will pay monthly in advance to the Mortgagee or to any receiver appointed to collect the rents, issues, income and other benefits of the Mortgaged Property, the fair and reasonable rental value for the use and occupation of the Mortgaged Property or of such part thereof as may remain in possession of the

Mortgagor, and upon default in any such payment Mortgagor will vacate and surrender possession of said Mortgaged Property to the Mortgagee or to such receiver and, in default thereof, the Mortgagor may be evicted by summary proceedings.

(b) Upon such entering or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) make and conduct all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and purchase or otherwise acquire fixtures and other personal property;

(ii) insure and keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine; and the Mortgagee may collect and receive all the rents, income and other benefits thereof, including those past due as well as those thereafter due.

Section 3.04 Purchase by Mortgagee

Upon any such foreclosure sale, the Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in his own absolute right without further accountability.

Section 3.05 Application of Foreclosure Sale Proceeds

The proceeds of any sale on foreclosure will be applied in the following order of priorities: (a) to the payment of costs and expenses of the foreclosure proceedings (including, without limitation, reasonable attorneys' fees, advertising costs and expenses), liabilities and advances made or uncured under the Mortgage, and receivers' and trustees' fees and commissions together with interest at the Default Rate, (b) to the payment of other sums to have been paid by the Mortgagor but paid by the Mortgagee and not repaid to it, together with interest at the Default Rate separately computed for each failure to make payment calculated from and after the date of the occurrence of each Event of Default, (c) to the payment of all sums under this Mortgage and the Note, (d) to reimburse the Mortgagee for any sums expended by the Mortgagee to comply with any statute, code, rule, regulation, court or administrative order of decree or any consent, decree or any consent, decree or order entered into by the Mortgagor or the Mortgagee to clean the Premises of or contain, properly store, transport or dispose of any form of hazardous waste

or other pollutant and (e) to the payment of any surplus to the Mortgagor or other party legally entitled thereto.

Section 3.06 Waiver of Appraisement, Valuation, Stay, Execution and Redemption Laws

The Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will claim, insist upon the benefit of or take advantage of any law now or hereafter enacted or enforced providing for the (i) stay, extension or exemption from execution from sale of any or all of the Mortgaged Property, (ii) valuation or appraisal of the Mortgaged Property or any part thereof prior to any sale or sales which may be made pursuant to any provisions hereof or pursuant to the decree, judgment or order of any court of competent jurisdiction. The Mortgagor hereby expressly waives the benefit or advantage or any such law or laws and covenants not to delay or impede the execution of any power herein granted or delegated to the Mortgagee. The Mortgagor for itself and all who may at any time claim through or under it, hereby waives, to the fullest extent permitted by law (i) the right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure hereof and (ii) in the event that the Mortgagee seeks a deficiency judgment against the Mortgagor, the provisions of Section 1371 of the Real Property Actions and Proceedings Law.

Section 3.07 Receiver

If any Event of Default shall have occurred, the Mortgagee, to the extent permitted by law and in its sole and absolute discretion, shall be entitled as a matter of right if it so elects to the appointment of a receiver or other manager of the Mortgaged Premises to enter upon and take possession of the Mortgaged Property and who will be specifically obligated to (i) reimburse the Mortgagee out of the rents, issues and profits of the Mortgaged Premises for all of the Mortgagee's costs and expenses, including without limitation reasonable attorneys' fees, in appointing such receiver or manager, pursuant its remedies hereunder and in enforcing any guarantee of the Indebtedness (whether or not, in each instance, litigation has been commenced and (ii) pay all sums due under the Note and this Mortgage.

Section 3.08 Suits to Protect the Mortgaged Property

The Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as the Mortgagee may deem advisable in its judgment (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of the Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order which might impair the security hereunder or be prejudicial to the Mortgagee's interest.

Section 3.09 Proofs of Claim

In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor, co-maker or

endorser of any of the Mortgagor's obligations, its creditors or its property, the Mortgagee, to the fullest extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable to have its claims allowed in such proceedings for the entire amount due and payable by the Mortgagor under the Note, the Mortgage and any other instrument securing the Note, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by the Mortgagor after such date.

Section 3.10 Delay or Omission No Waiver

No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

Section 3.11 No Waiver of One Default to Affect Another

Any failure of the Mortgagee to exercise the option to accelerate the maturity of the Indebtedness or any forbearance by the Mortgagee before or after any exercise of any such option, or any forbearance to exercise any other remedy of the Mortgagee, or any withdrawal or abandonment of the Mortgagee of any of its rights in any one circumstance will not be construed as a waiver of any option, power, remedy or right of the Mortgagee hereunder. The obligations of the Mortgagor (and the rights and remedies of the Mortgagee against the Mortgagor) hereunder will in no way be modified, abrogated, terminated or adversely affected by (a) any forbearance or extension of time for the payment of any sums secured hereby; (b) the taking of other or additional security for the payment thereof; (c) any waiver or failure to exercise any right granted in the Note, the Mortgage or any instrument securing the Note.

Section 3.12 Remedies Cumulative

No right, power or remedy conferred upon or reserved to the Mortgagee by the Note, the Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, or now or hereafter existing as law, in equity or by statute.

Section 3.13 Interest After Event of Default

If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and the Mortgage shall, at the Mortgagee's option, bear interest at the Default Rate.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01 Construction of Mortgagee Rights

All covenants hereof shall be construed as affording to the Mortgagee rights additional to and not exclusive of the rights conferred under the provisions of Section 254 and 273 of the Real Property Law of the State of New York.

Section 4.02 Successors in Interest

All of the grants, terms, conditions, provisions and covenants of the Mortgage shall run with the land, shall be binding upon the Mortgagor and shall inure to the benefit of the Mortgagee, subsequent holders of the Mortgage and their respective successors and assigns. For the purpose of the Mortgage, the term "Mortgagor" shall include and refer to the mortgagor named herein, and its respective heirs, executors, legal representatives, successors and assigns. If there is more than one Mortgagor, all their undertakings hereunder shall be deemed joint and several.

Section 4.03 Jurisdiction

The enforcement of the Mortgage shall be governed, construed and interpreted in accordance with the laws of the State of New York.

Section 4.04 Authority to Execute Mortgage

The execution of this Mortgage, the Note, and all agreements and documents executed in connection hereto or thereto have been duly authorized by all actions required under Mortgagor's governing and organizational documents.

Section 4.05 Addresses for Notices, Etc.

(a) Any notice, report, demand or other instrument authorized or required to be given or furnished shall be deemed given or furnished hereunder (i) when addressed to the party intended to receive the same, at the address of such party set forth below, and delivered by hand at such address or (ii) three days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party:

MORTGAGEE: ALMA BANK
28-31 31st Street
Astoria, New York 11102
Attn: Kristen Prawl

with a copy to: Cullen and Dykman LLP
44 Wall Street, 17th Floor
New York, New York 10005
Attn: Paul Michels, Esq.

MORTGAGOR: Greek Orthodox Archdiocese of America
8-10 East 79th Street
New York, New York 10075
Attn: Louis Kircos

with a copy to: Greek Orthodox Archdiocese of America
8-10 East 79th Street
New York, New York 10075
Attn: Legal Committee Chair

(b) Any party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

Section 4.06 Headings

The headings of the articles, sections, paragraphs and subdivisions of the Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

Section 4.07 Invalid Provisions to Affect No Others

In the event that any of the covenants, agreements, terms or provisions contained in the Note, or in the Mortgage or in any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

Section 4.08 Changes, Etc.

Neither the Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

Section 4.09 WAIVER OF JURY TRIAL

THE MORTGAGOR AND THE MORTGAGEE AGREE THAT ANY LITIGATION GROWING OUT OF ANY CONTROVERSY WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THE MORTGAGE OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO WILL BE TRIED BY A COURT BY A JUDGE SITTING WITHOUT A JURY. THE MORTGAGOR AND THE MORTGAGEE CONFIRM THAT THE FOREGOING WAIVER OF A TRIAL BY JURY IS INFORMED AND FREELY MADE.

Section 4.10

a. ☐ THE ATTACHED MORTGAGE COVERS REAL PROPERTY IMPROVED BY A ONE OR TWO FAMILY DWELLING ONLY.

b. ☐ THE ATTACHED MORTGAGE COVERS REAL PROPERTY PRINCIPALLY IMPROVED OR TO BE IMPROVED BY ONE OR MORE STRUCTURES CONTAINING IN THE AGGREGATE NOT MORE THAN SIX RESIDENTIAL DWELLING UNITS, EACH HAVING THEIR OWN SEPARATE COOKING FACILITIES.

c. ☒ THE ATTACHED MORTGAGE DOES NOT COVER REAL PROPERTY IMPROVED AS DESCRIBED ABOVE.

Section 4.11 The Mortgagor shall deliver to the Mortgagee (i) financial statements for the Mortgagor on an annual basis, (ii) an annual operating statement of the Premises for the proceeding calendar year or fiscal year, as applicable. Should the Mortgagor fail to deliver this documentation within ten (10) days of written request by the Mortgagee, the Mortgagee may declare the full amount of the Indebtedness due and payable.

Section 4.12. The parties hereto acknowledge that the identity of the Mortgagor is of material importance to the Mortgagee in entering into this loan transaction. Therefore, it shall be a default under this Mortgage and the Mortgagee shall have the right to accelerate the maturity of the loan and declare the Indebtedness immediately due and payable if the Mortgagor sells, assigns, transfers or otherwise disposes of all or any portion of the Premises without obtaining Mortgagee's prior written consent.

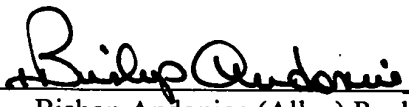
Section 4.13. The execution of this Mortgage has been duly authorized by the board of directors of the mortgagor, and leave to mortgage was granted on June 27, 2018 via Attorney General Approval OAG No. OAG-NYC-2018-76 issued by Michele L. Abeles, the New York Assistant Attorney General on behalf of Barbara D. Underwood, Attorney General of the State of New York, pursuant to Sections 510 and 511 of the New York Not-for-Profit Corporation Law.

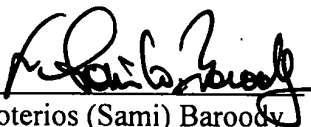
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Mortgage has been duly executed this 28th day of June 2018.

MORTGAGOR:

Greek Orthodox Archdiocese of America

By: 
Bishop Andonios (Allen) Poulos
Chancellor


By: 
Fr. Soterios (Sami) Baroody
CFO

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 28th day of June, in the year 2018, before me, the undersigned, personally appeared **Bishop Andonios (Allen) Poulos**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)


) ss.:

COUNTY OF NEW YORK)

MARK FRIEDMAN
Notary Public, State of New York
No. 01FR6079740
Qualified in Kings County
Commission Expires Sept. 3, 2024 ¹⁸

SEAL

On the 28th day of June, in the year 2018, before me, the undersigned, personally appeared **Fr. Soterios (Sami) Baroody**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MARK FRIEDMAN
Notary Public, State of New York
No. 01FR6079740
Qualified in Kings County
Commission Expires Sept. 3, 2024 ¹⁸

SEAL

SCHEDULE A

LEGAL DESCRIPTION

As to Lot 63

ALL that lot or parcel of land in the Borough of Manhattan, County of New York, City of New York, and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 79th Street, distant 210 feet easterly from the corner formed by the intersection of the easterly side of 5th Avenue with the said southerly side of 79th Street ;

RUNNING THENCE southerly parallel with 5th Avenue 102 feet 2 inches to the centre line of the block;

THENCE easterly along said centre line of the block 30 feet;

THENCE northerly again parallel with 5th Avenue 102 feet 2 inches to said southerly side of 79th Street;

THENCE westerly along said southerly side of 79th Street 30 feet to the point or place of BEGINNING.

As to Lot 65

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 79th Street distant 175 feet easterly from the corner formed by the intersection of the said southerly side of 79th Street with the easterly side of 5th Avenue;

RUNNING THENCE southerly parallel with 5th Avenue 102 feet 2 inches to the center line of the block;

THENCE easterly along said center line of the block 35 feet;

THENCE northerly parallel with 5th Avenue 102 feet 2 inches to the southerly side of 79th Street;

THENCE westerly along the said southerly side of 79th Street 35 feet to the point or place of BEGINNING.

MORTGAGE AND SECURITY AGREEMENT

Dated: June 28, 2018

By

GREEK ORTHODOX ARCHDIOCESE OF AMERICA

a New York not-for-profit corporation,

having an address at:

8-10 East 79th Street

New York, New York 10075

for the benefit of

ALMA BANK

a New York banking corporation

having an office at

28-31 31st Street

Astoria, New York 11102

LOCATION OF PREMISES:

Premises: 8-10 East 79th Street
New York, New York 10075

County: New York

Block: 1393

Lots: 63 and 65

After recording, please return to:

Cullen and Dykman LLP

44 Wall Street, 17th Floor

New York, New York 10005

Attn: Bianca Zimmerman, Esq.