

GUARANTY

GUARANTY, given _____, by _____,

having an address at _____,

(Guarantor"), to _____,

having an address at _____,

("Lender").

WITNESSETH:

WHEREAS, concurrently herewith the Lender is loaning the sum of _____ as evidenced by a Promissory Note to _____,

having an address at _____,

("Maker"), of even _____ date herewith made by Maker to Lender (the "Note"); and _____,

WHEREAS, in order to induce the Lender to make said loan, the Guarantor has agreed to give the Guaranty of the payment of the Note.

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

1. The Guarantor does hereby unconditionally guaranty to the Lender the due and punctual payment of all principal and interest evidenced by the Note and all extensions, renewals or refinancings thereof, whenever due and payable, and all expenses of collection of the Note and of enforcement of the Guaranty, including reasonable attorneys' fees (collectively referred to herein as the "Obligations").

2. This Guaranty is irrevocable, continuing, indivisible and unconditional and, except as otherwise provided herein, may be proceeded upon immediately after failure by the Maker to pay any of the Obligations, without any prior action or proceeding against the Maker. The Guarantor hereby consents to and waives notice of the following, none of which shall affect, change or discharge the liability of the Guarantor hereunder: (a) any change in the terms of any agreement between the Maker and the Lender; and (b) the acceptance, alteration, release or substitution by the Lender of any security for the Obligations, whether provided by the Guarantor or any other person.

3. The Guarantor hereby expressly waives the following: (a) acceptance and notice of acceptance of the Guaranty by Lender; (b) notice of extension of time of the payment of, or renewal or alteration of the terms and conditions of, any Obligations; (c) notice of any demand for payment, notice of default or nonpayment as to any Obligations; (d) all other notices to which the Guarantor might otherwise be entitled in connection with the Guaranty or the Obligations of the Maker hereby guaranteed; and (e) trial by jury and the right thereto in any action or proceeding of any kind or nature, arising on, under or by reason of, or relating in any way to, the Guaranty or the Obligations.

4. The Guarantor has not and will not set up or claim any defense, counterclaim, setoff or other objection of any kind to the suit, action or proceeding at law, in equity, or otherwise, or to any demand or claim that may be instituted or made under and by virtue of the Guaranty. All remedies of the Lender by reason of or under the Guaranty are separate and cumulative remedies, and it is agreed that no one of such remedies shall be deemed in exclusion of any other remedies available to the Lender.



TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____,

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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking proof)

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____,

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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking proof)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of _____ ss:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____.

(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

GUARANTY

TITLE NO.:

DISTRICT:
SECTION:
BLOCK:
LOT:
PREMISES:
COUNTY:

TO

RECORD AND RETURN TO:



201 Old Country Road, Suite 200, Melville, NY 11747
 631.424.6100 • 800.285.1551 • Fax: 631.424.6049
 245 Park Avenue, New York, NY 10167 • 212.672.1960
 www.advantagetitle.com

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Empty rectangular box for recording and return information.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

