

BARRY S. COHEN
PARTNER
DIRECT DIAL 516.296.7044
bcohen@certilmanbalin.com

August 1, 2019

RECEIVED

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

AUG 05 2019

**NYSDEC-REGION 3
WHITE PLAINS OFFICE**

Rosalie K. Rusinko, LL.M.
Senior Attorney
New York State Department of Environmental Conservation
Office of General Counsel
100 Hillside Avenue, Suite 1W
White Plains, New York 10603

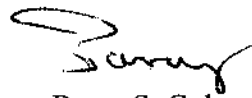
Re: Brandt Airflex
DEC Site No.: 152183
Site Address: 937-965 Conklin Street, Farmingdale, NY

Dear Ms. Rusinko:

In accordance with Paragraph III(C) of the above-referenced Consent Order, attached please find proof of recording of the Mortgage as well as a copy of the recorded Mortgage.

Please do not hesitate to contact me if you have any questions regarding the attached.

Sincerely,


Barry S. Cohen

BSC/gnm
Attachment



CC #: C19-34204

COPY

COUNTY CLERK'S OFFICE

STATE OF NEW YORK
COUNTY OF SUFFOLK

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court
of Record thereof do hereby certify that I have compared the annexed with the original
MORTGAGE

recorded in my office on **07/30/2019** under Liber **M00023046** and Page **352** and,
that the same is a true copy thereof, and of the whole of such original.

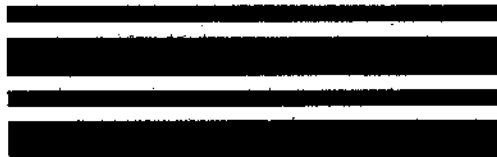
In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County
and Court this **07/30/2019**

SUFFOLK COUNTY CLERK

Judith A. Pascale

JUDITH A. PASCALE

SEAL



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: MORTGAGE
Number of Pages: 9
Receipt Number : 19-0140795
MORTGAGE NUMBER: DK014085

Recorded: 07/30/2019
At: 11:06:01 AM
LIBER: M00023046
PAGE: 352

District:	Section:	Block:	Lot:
0100	034.00	01.00	008.002

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$1,054,006.00

Received the Following Fees For Above Instrument

		Exempt		Exempt
Page/Filing	\$0.00	YES	Handling	\$0.00 YES
COE	\$0.00	YES	NYS SRCHG	\$0.00 YES
Affidavit	\$0.00	YES	Notation	\$0.00 YES
Cert.Copies	\$0.00	YES	RPT	\$0.00 YES
RPT-MTG Fee	\$0.00	YES	Mort.Basic	\$0.00 YES
Mort.Addl	\$0.00	YES	Mort.SplAddl	\$0.00 YES
Mort.SplAsst	\$0.00	YES		
			Fees Paid	\$0.00

MORTGAGE NUMBER: DK014085

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

JUDITH A. PASCALE
County Clerk, Suffolk County

Number of pages

RECORDED
2019 Jul 30 11:06:01 AM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L MOD023046
P 352
DK014085

This document will be public
record. Please remove all
Social Security Numbers
prior to recording.

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee

Handling

TP-584

Notation

EA-52 17 (County)

EA-5217 (State)

R.P.T.S.A.

Comm. of Ed.

Affidavit

Certified Copy

NYS Surcharge

Other

20. 00

5. 00

15. 00

Sub Total

Sub Total

Grand Total



Mortgage Amt.

1. Basic Tax

2. Additional Tax

Sub Total

Spec./Assit.

or

Spec. /Add.

TOT. MTG. TAX

Dual Town Dual County

Held for Appointment

Transfer Tax

Mansion Tax

The property covered by this mortgage is
or will be improved by a one or two
family dwelling only.

YES or NO

If NO, see appropriate tax clause on
page # of this instrument.

4

Dist. 0100

3918169

Real Property
Tax Service
Agency
Verification



5

Community Preservation Fund

Consideration Amount \$

CPF Tax Due

\$

6

Satisfactions/Discharges/Releases List Property Owners Mailing Address
RECORD & RETURN TO:

CERTILMAN BALIN ADLER & HYMAN, LLP

ATTN: BARRY S. COHEN, ESQ.

90 MERRICK AVENUE, 9TH FLOOR

EAST MEADOW, NEW YORK 11554

Improved

Vacant Land

TD

TD

TD

Mail to: Judith A. Pascale, Suffolk County Clerk

310 Center Drive, Riverhead, NY 11901

www.suffolkcountyny.gov/clerk

7

Title Company Information

Co. Name

Title #

8

Suffolk County Recording & Endorsement Page

This page forms part of the attached Mortgage
by:

937 CONKLIN STREET ASSOCIATES, LLC and
965 CONKLIN STREET ASSOCIATES, LLC

(SPECIFY TYPE OF INSTRUMENT)

The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

TO

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the TOWN of BABYLON

In the VILLAGE

or HAMLET of EAST FARMINGDALE

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, *you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, N.Y. 11937
(631) 324-2770

Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

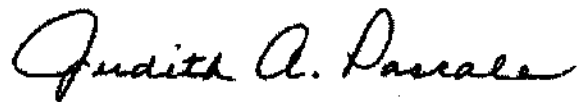
Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 702-2470

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1803

Sincerely,



Judith A. Pascale
Suffolk County Clerk

dw
2/99

Stat ID: 3918169



Tax Maps

District	Section	Block	Lot	School District
0100	03400	0100	008002	
0100	03400	0100	009000	

MORTGAGE

This Mortgage, made this 13 day of June, 2019, by 937 Conklin Street Associates, LLC, a domestic limited liability company whose mailing address is % Fred Fogelman, 156 Summers Street, Oyster Bay, New York 11771 ("Obligor 1") and 965 Conklin Street Associates, LLC, a domestic limited liability company whose mailing address is % Fred Fogelman, 156 Summers Street, Oyster Bay, New York 11771 ("Obligor 2"), to the **New York State Department of Environmental Conservation** ("Department") with its headquarters located at 625 Broadway, Albany, New York.

WHEREAS, pursuant to the Order of Consent and Administrative Settlement, Index No.: CO 1-20171010-239 ("Order"), Obligor 1 and Obligor 2 are Respondents and are jointly and severally liable with the other named Respondents (Airflex Industrial, Inc., a domestic business corporation whose mailing address is 965 Conklin Street, East Farmingdale, New York 11753 and Airflex Corp., a domestic business corporation whose mailing is address 965 Conklin Street, East Farmingdale, New York 11753) for compliance with the Order; and

WHEREAS, the Order requires the payment of \$1,054,006.00 over a period of 30 years with an interest rate of 4% and with no pre-payment penalty.

WITNESSETH, that to secure a payment of an indebtedness under the Order in the sum of One Million Fifty-four Thousand Six (\$1,054,006.00) Dollars, lawful money of the United States with interest, to be paid commencing July 1, 2019, and continuing monthly thereafter at \$5,031.99 per month for 359 months with a final payment of \$5,029.27;

OBLIGOR 1 GRANTS THE DEPARTMENT A FIRST MORTGAGE ON:

All that certain plot, piece or parcel of land, with building and improvements, except as set forth below, thereon erected, situate, lying and being in the

County of Suffolk, Town of Babylon, Hamlet of East Farmingdale,
Section 34, Block 1, Lot 8.2;

TOGETHER with all rights, title and interest of the Obligor 1 in and to the land lying in the streets and roads in front of and adjoining said premises;

TOGETHER with all awards heretofore and hereafter made to the Obligor 1 for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the Department, who is hereby authorized to collect and receive the

proceeds of such awards and to give proper receipts and acquittances therefor, and to apply same toward the payment of the obligation, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said Obligor 1 hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Department, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

OBLIGOR 2 GRANTS THE DEPARTMENT A FIRST MORTGAGE ON:

All that certain plot, piece or parcel of land, with building and improvements, except as set forth below, thereon erected, situate, lying and being in the

County of Suffolk, Town of Babylon, Hamlet of East Farmingdale,
Section 34, Block 1, Lot 9;

TOGETHER with all rights, title and interest of the Obligor 2 in and to the land lying in the streets and roads in front of and adjoining said premises;

TOGETHER with all awards heretofore and hereafter made to the Obligor 2 for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the Department, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply same toward the payment of the obligation, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said Obligor 2 hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Department, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

AND Obligor 1 and Obligor 2 ("Obligors") covenant with the Department as follows:

1. That the Obligors will pay the indebtedness as hereinbefore provided.
2. That the Obligors will keep the buildings on the premises insured against loss by fire for the benefit of the Department; and that he will reimburse the Department for any premiums paid for insurance made by the Department on the Obligors' default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the Department, which shall not be unreasonably withheld.
4. That the whole of said obligation shall become due at the option of the Department: after default in the payment of any installment of principal for twenty

(20) days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty (30) days after notice and demand; or after default after notice and demand either assigning and delivering the policies insuring the building against loss by fire or in reimbursing the Department for premiums paid on such insurance, as before provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.

5. That the Obligors will pay all the taxes, assessments, sewer rents or water rates, and in default thereof, the Department may pay the same.
6. That the Obligors, within five (5) days upon request in person or within ten (10) days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.
7. That any notice of default and demand or request may be in writing and may be served in person or by mail.
8. That the Obligors warrant the title to their real properties.
9. That the fire insurance policies required by paragraph No.2 above shall contain the usual extended coverage endorsement; that in addition thereto the Obligors, within thirty (30) days after notice and demand, will keep the premises insured against hazards that may reasonably be required by the Department and will purchase insurance available from general business insurance brokers, as reasonably requested by the Department.¹ All of the provisions of paragraph No. 2 above relating to fire insurance and the provisions of Section 254 of the Real Property Law construing the same shall be apply to the additional insurance required by this paragraph.
10. That in case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.
11. That in any action or proceeding commenced (except an action to foreclose this mortgage or to collect the debt thereby), to which action or proceeding the Department is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all reasonable sums paid by the Department or the State of New York for the expense of any litigation to prosecute or defend

¹ These policies shall include the standard mortgage clause to protect the Department and will name the Department as mortgagee and/or additional loss payee.

the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the Obligors, and any such sum shall be a lien on said premises prior to any right, title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

12. That the Obligors hereby assigns to the Department the rents, issues and profits of the premises as further security for the payment of said indebtedness, and the Obligors grants to the Department the right to enter upon and to take possession of the premises for the purpose of collecting the same and to let the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid. The Department hereby waives the right to enter upon and to take possession of said rents, issues and profits, and the Obligors shall be entitled to collect and receive said rents, issues and profits until default under any covenants, conditions or agreement contained in this Mortgage and agrees to use such rents, issues and profits in payment of principal and interest becoming due against said premises, but such right of the Obligors may be revoked by the Department upon any default that is not timely cured in accord with paragraph 4 of this Mortgage, on twenty (20) days written notice.
13. The whole of said principal sum shall become due at the option of the Department; (a) after failure to exhibit to the Department, within twenty (20) days after demand, receipts showing payment of all taxes, water rates, sewer rent and assessments; or (b) after the actual or threatened material alteration, demolition or removal of any building on the premises without the written consent of the Department; or (c) after the assignment of the rents of the premises or any part thereof without the written consent of the Department; or (d) if the buildings on said premises is not maintained in reasonably good repair; or (e) after failure to comply with any requirement or order or notice or violation of law or ordinance issues by any governmental department claiming jurisdiction over the premises within three (3) months from the issuance thereof; or (f) failure to maintain in full force and effect insurance policies insuring the premises; or (g) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, or chattels covered hereby, unless the same are promptly replaced by similar fixtures, and chattels at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto; or (h) after thirty (30) days'

notice to the Obligors, in the event of the passage of any law deducting from the value of the land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (i) if the Obligors fail to keep, observe and perform any of the other covenants, conditions, or agreements contained in this mortgage.

14. That the Obligors will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
15. That the execution of this mortgage has been duly authorized by the members of the Obligors.
16. That the Obligors will duly record this mortgage at their expense.

This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the Obligors, the heirs, personal representatives, successors and assigns of the Obligors and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the of the Department.

This mortgage is not assignable without the written consent of the Obligors.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Obligors.

The attached mortgage does not cover 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.

965 Conklin Street Associates, LLC

By: 

Fred Fogelman, Managing Member

State of New York)

) s.s.:

County of Suffolk)

On this 13 day of June, 2019, before me, the undersigned, personally appeared Fred Fogelman, 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.

Elizabeth Mazzella 

Notary Public

ELIZABETH MAZZELLA
Notary Public, State of New York
No. 01MA6368495
Qualified in Suffolk County
Commission Expires: March 4, 2023

937 Conklin Street Associates, LLC

By: 

Fred Fogelman, Managing Member

State of New York)

) s.s.:

County of Suffolk)

On this 13 day of June, 2019, before me, the undersigned, personally appeared Fred Fogelman, 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.

Elizabeth Mazzella 

Notary Public

ELIZABETH MAZZELLA
Notary Public, State of New York
No. 01MA6388495
Qualified in Suffolk County
Commission Expires: March 4, 2023

Title No.: SL 27315 / CW 27315 - S

~~THIS PROPERTY IS OR WILL
BE PRINCIPALLY IMPROVED
BY A WAREHOUSE AND OFFICE BUILDING~~

SCHEDULE A

ALL THAT CERTAIN PLOT, piece or parcel of land, situate, lying and being in Farmingdale, Town of Babylon, County of Suffolk and State of New York, being more particularly bounded and described as follows:

PARCEL A:

BEGINNING at a point on the northerly side of Conklin Street, distant 603.30 feet westerly from the intersection formed by the northerly side of Conklin Street and the westerly side of Broad Hollow Road;

RUNNING THENCE from the said point of beginning along the northerly side of Conklin Street South 77 degrees 34 minutes 50 seconds West, 169.66 feet to a point;

THENCE North 12 degrees 25 minutes 10 seconds West, 313.74 feet to a point;

THENCE North 82 degrees 52 minutes 50 seconds East, 334.59 feet to a point;

THENCE southerly along the arc of a curve bearing to the left having a radius of 359.37 feet and a length of arc of 88.50 feet to a point;

THENCE South 77 degrees 34 minutes 50 seconds West, 132.99 feet to a point;

THENCE South 12 degrees 25 minutes 10 seconds East, 200.00 feet to the northerly side of Conklin Street, the point or place of BEGINNING.

PARCEL B:

BEGINNING at a point on the northerly side of Conklin Street distant 478.30 feet westerly from the intersection formed by the northerly side of Conklin Street and the westerly side of Broad Hollow Road;

RUNNING THENCE westerly along the northerly side of Conklin Street the following two (2) courses and distances:

- (1) South 78 degrees 14 minutes 20 seconds West, 104.49 feet to a point;
- (2) South 77 degrees 34 minutes 50 seconds West, 20.51 feet to a point;

THENCE northerly North 12 degrees 25 minutes 10 seconds West, 200.00 feet to a point;

THENCE easterly North 77 degrees 34 minutes 50 seconds East, 132.99 feet to a point;

THENCE southerly along the arc of a curve bearing to the left having a radius of 359.37 feet and a length of arc of 50.57 feet to a point;

THENCE still southerly South 12 degrees 25 minutes 40 seconds East, 151.31 feet to a point on the northerly side of Conklin Street, said point being the point or place of BEGINNING.

AFFIDAVIT UNDER NEW YORK STATE TAX LAW

Mortgage Granted to State Agency

RECORDED

2019 Jul 30 11:06:01 AM

JUDITH A. PASCALE

CLERK OF

SUFFOLK COUNTY

L M00023046

P 352

DK014085

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

MICHAEL F. O'SHEA, being duly sworn, deposes and says:

1. That I am a Partner in the firm of Certilman Balin Adler & Hyman LLP, which firm represents Airflex Industrial, Inc., Airflex Corp., 937 Conklin Street Associates, LLC and 965 Conklin Street Associates, LLC (collectively, the "**Respondents**") and, as such, I am familiar with the facts set forth herein.

2. The New York State Department of Environmental Conservation (the "**Agency**") and the Respondents have entered into an Order on Consent and Administrative Settlement with an effective date of July 29, 2019, respecting the premises known as 937-965 Conklin Street, Farmingdale, New York (the "**Premises**"), pursuant to which the Respondents have agreed to pay to the Agency the principal sum of \$1,054,006.00, together with interest thereon (the "**Indebtedness**").

3. As security for the Indebtedness, 937 Conklin Street Associates, LLC and 965 Conklin Street Associates, LLC have executed and delivered to the Agency a mortgage in the principal sum of \$1,054,006.00 (the "**Mortgage**"), affecting the Premises.

4. Mortgages where the mortgagor or mortgagee is New York State or any of its agencies, instrumentalities or political subdivisions are exempt from mortgage recording taxes, Matter of City of New York v. Tully, 88AD2d 701, lv to app den 57 NY 2d 606, and thus is exempt from taxation imposed pursuant to Article XI, Section 253 of the New York State Tax Law. Attached hereto as Exhibit "A" is Part 644 of the Official Compilation of Codes, Rules and Regulations of the State of New York, which further confirms the exemption of such mortgage from the mortgage recording tax.

5. In addition, Section 80.17 of the Civil Practice Law and Rules of the State of New York, subdivision a, exempts State or any agency or officer of the State from the payment of any fees for filing, recording, or indexing any paper, document, map or proceeding which is to be recorded, filed or indexed in any county. By virtue of this provision of law, the State is exempt from the payment of mortgage recording fees.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

WHEREFORE, your deponent respectfully requests that the mortgage accompanying this affidavit be recorded in the office of the Clerk of the County of Suffolk, without the imposition of any mortgage recording taxes or recording fees.



Michael F. O'Shea

Sworn to before me this
24th day of July, 2019



Notary Public

ANNA LAUREN MARINO
Notary Public, State of New York
No. 01MA6338331
Qualified in Suffolk County
Commission Expires March 07, 2020

EXHIBIT A.

20 CRR-NY 644.1

THOMSON REUTERS

WESTLAW New York Codes, Rules and Regulations

20 CRR-NY 644.1
NY-CRR

OFFICIAL COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK
TITLE 20. DEPARTMENT OF TAXATION AND FINANCE
CHAPTER IV. SALES AND USE AND OTHER MISCELLANEOUS TAXES
SUBCHAPTER D. MORTGAGE RECORDING TAXES
PART 644. EXEMPTIONS

20 CRR-NY 644.1
20 CRR-NY 644.1

644.1 Exemptions.

Tax Law, §§ 252, 252-a, 253.3, Public Health Law, Private Housing Finance Law, Not-For-Profit Corporation Law, Banking Law, Real Property Law, Arts and Cultural Affairs Law, Mental Hygiene Law

(a) The recording of the following mortgages involving the State or the Federal Government is exempt from the taxes described in Part 642 of this Title:

(1) mortgages where the mortgagor or mortgagee in New York State or any of its agencies, instrumentalities or political subdivisions, to the extent immune from such taxation (*Matter of City of New York v. Tully*, 88AD2d 701, lv to app den 57 NY 2d 606); and

(2) mortgages where the mortgagor or mortgagee is the United States of America or any of its agencies or instrumentalities, to the extent immune from such taxes (*Pittman v. Home Owners Loan Corporation*, 308 US 21).

(b) The recording of the following mortgages is exempt from the taxes described in Part 642 of this Title by reason of express statutory provision relating to such taxes:

(1) mortgages where the mortgage is an agricultural credit association within the Farm Credit system (section 252 of the Tax Law);

(2) mortgages where the mortgagee is a federal home loan bank (section 252 of the Tax Law);

(3) mortgages made pursuant to a confirmed plan under section 1129 of chapter XI of the Bankruptcy Code (section 252 of the Tax Law and section 1146(c) of the Bankruptcy Code);

(4) mortgages where the mortgagor is a railroad redevelopment corporation, and such mortgage is created during the first nine years of such corporation's existence as such (section 252 of the Tax Law);

(5) mortgages given to secure an obligation incurred and given pursuant to the provisions of section 6-a of the Banking Law, which provides that banking institutions may make certain types of loans to persons 65 years of age or older, with such loans being secured by first or second mortgages on the property of such persons (section 252-a of the Tax Law);

(6) any declarations or any lien for common charges, as such common charges are defined at section 339-ee of the Real Property Law (section 339-ee[1] of the Real Property Law);

(7) mortgages executed by a voluntary non-profit hospital corporation. For the purpose of this paragraph a voluntary non-profit hospital corporation is a hospital as such term is defined in section 2801(1) of the Public Health Law which operates as a corporation as such term is defined in section 102(5) of the Not-For-Profit Corporation Law (section 253[3] of the Tax Law);

(8) mortgages of a limited dividend housing company, created pursuant to article 4 of the Private Housing Finance Law (section 93(1) of the Private Housing Finance Law);

(9) mortgages of housing development fund companies formed pursuant to article 11 of the Private Housing Finance Law (section 577(2) of the Private Housing Finance Law);

(10) mortgages of a limited-profit housing company created pursuant to article 2 of the Private Housing Finance Law (section 33(5) of the Private Housing Finance Law);

(11) mortgages of a redevelopment company created pursuant to article 5 of the Private housing Finance Law, issued to the Federal Government or any instrumentality thereof, or to any municipal housing authority or other public housing agency or instrumentality thereof whose obligations are determined to be exempt from Federal taxation by the Federal Government (section