

SUPREME COURT OF THE STATE OF NEW YORK:  
COUNTY OF BRONX

-----X  
THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA THE  
BANK OF NEW YORK TRUST COMPANY, N.A.  
SUCCESSOR TO JPMORGAN CHASE BANK,N.A.,  
AS TRUSTEE FOR RASC 2004-KS6

Index No: 35257/13

Plaintiff.

-against-

ATTORNEY STATEMENT

PAUL V. SHARPE; UNITED STATES OF  
AMERICA; RAB PERFORMANCE RECOVERIES  
LLC; NEW YORK CITY ENVIRONMENTAL  
CONTROL BOARD; NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE;  
NYC DEPARTMENT OF FINANCE-PARKING  
VIOLATIONS BUREAU CITY COLLECTOR &  
BRONX REDEMPTION CENTER;  
"JOHN DOE" AND "JANE DOE" said names being  
fictitious, it being the intention of Plaintiff to designate  
any and all occupants of the premises being foreclosed  
herein,

Defendants.

-----X

Donna Akinrele, Esq., pursuant to CPLR 2106 and under the penalties of perjury, affirms:

1. I am an attorney duly licensed to practice law in the state of New York and associated with McCabe, Weisberg & Conway, P.C., attorneys for Plaintiff, The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. successor to JPMorgan Chase Bank, N.A., as Trustee FOR RASC 2004-KS6, (hereinafter referred to as "The Bank of New York Mellon Trust Company"). I make this statement based upon my review of the file maintained by this office in support of The Bank of New York Mellon Trust Company's

Application, on its foreclosure Complaint, for default judgment against the Defendants and for the appointment of a referee to compute the amount due Plaintiff.

2. The action was commenced to foreclose a mortgage on certain real property known as 952 E 226Th Street, Bronx, NY 10466 (the “Premises”).

### **PROCEDURAL HISTORY**

3. Based on the facts as set forth in the Complaint, and the annexed affidavit of Katie Drouin sworn to on August 21, 2015 (the “Drouin Affidavit”), on or about April 6, 2004, the Borrower, Paul V. Sharpe (“Defendant”), executed and delivered to AEGIS Funding Corporation a Note (the “Note”), whereby the Defendant agreed to pay to AEGIS Funding Corporation or its transferees the sum of \$300,000.00 with interest thereon, installments of principal and interest to be paid pursuant to the terms of the Note in substantially equal payments on the same date of each month until maturity (See Exhibit “A” and Drouin Affidavit ¶ 4.).

4. As a collateral security for the payment of the Note, the Defendant executed, acknowledged, and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for AEGIS Funding Corporation a Mortgage dated April 6, 2004 in the principal amount of \$300,000.00 (the “Mortgage”), which was recorded with the County Clerk of Bronx on November 1, 2004 in CRFN number 2004000675838 for Block 4861, Lot 77 and the mortgage recording tax was duly paid (See Exhibit “B” and Drouin Affidavit ¶ 5.).

5. The note was indorsed, by a special indorsement to The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. successor to JPMorgan Chase Bank, N.A., as Trustee FOR RASC 2004-KS6, Plaintiff herein. (See Exhibit “A.”) Pursuant to UCC § 3-204(1), the effect of the indorsement is to make the note payable to the special indorsee and such note may be further negotiated only by the indorsement of the special indorsee.

Moreover UCC Section 9-203(g) explicitly provides that the assignment of interest of the seller or other grantor of a security interest in the note automatically transfers a corresponding interest in the mortgage to the assignee. The relevant provision states, “The attachment of a security interest in a right to payment or performance secured by a security interest or other lien on personal or real property is also attachment of a security interest in the security instrument, mortgage or other lien.” Under the rule in UCC Section 9-203(g), if the holder of the note in question demonstrated that it had an attached security interest in the note, the holder of the note in question would also have a security interest in the mortgage securing the note even in the absence of a separate assignment of the mortgage. Plaintiff was in possession of the Note (and Mortgage) at the time of commencement of the action. (See Drouin Affidavit ¶ 6.) An Assignment of Mortgage dated October 22, 2012, transferring the mortgage from Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Aegis Funding Corporation, its successors and assigns to The Bank of New York Mellon Trust Company F/K/A The Bank of New York Trust Company, N.A. successor to JPMorgan Chase Bank N.A., as Trustee for RASC 2004-KS6 was recorded on November 1, 2012 in CRFN number 2012000432000 in the Office of the County Clerk of Bronx County. (See Exhibit “C.”). Accordingly, Plaintiff is entitled to enforce the terms of the Note.

6. The Defendant failed to comply with the terms of the Note and the Mortgage by omitting and failing to make monthly payments of the principal and interest due from December 1, 2011 to date (See Drouin Affidavit ¶ 10.). As of the date this affirmation was signed the Defendant are still in default.

7. By virtue of the aforementioned default, Plaintiff sent a 30-Day Notice of Default on February 2, 2012 in accordance with the terms of the Mortgage (See Exhibit “E” and Drouin Affidavit ¶ 9.).

8. Plaintiff also sent a 90-Day Notice to Defendant pursuant to and in compliance with RPAPL 1304 on March 6, 2013 (See Exhibit “D” and Drouin Affidavit ¶ 7.).

9. As a result of the continued default, after compliance with notice requirements of default under the terms of the Mortgage and Note and pursuant to RPAPL 1304, and in accordance with its rights under the Mortgage and Note, Plaintiff has elected to exercise its option to demand immediate payment in full of the amount outstanding under the Mortgage and Note and has notified the Defendant of its decision to demand immediate payment in full (See Drouin Affidavit ¶ 11.).

10. On or about August 19, 2013, the Summons and Complaint with respect to this action were duly filed in the Office of the Clerk of Bronx County (See Exhibit “F”). On or about August 19, 2013, the Notice of Pendency with respect to this action was duly filed in the Office of the Clerk of Bronx County. On or about October 2, 2013, the Notice of Pendency of Action Pursuant to RPAPL § 1331 was duly filed in the Office of the Clerk of Bronx County. As can be seen from the copy attached hereto, the Summons was prepared in compliance with the requirements of RPAPL Section 1320. An exact photocopy of said Summons is attached hereto, evidencing that the Summons contained the required notice in boldface and in the form required by statute.

11. Service upon all Defendants has been accomplished in compliance with CPLR 308, CPLR 311, BCL 306, BCL 307, and 28 USC 2410 (See Exhibit “G.”).

12. Counsel for Plaintiff provided the process server the Summons and Complaint, printed on white paper, together with the Notice required by RPAPL § 1303(a) (See Exhibit “H.”), printed on colored paper, different from the color of the paper on which the Complaint was printed. As can be seen from the affidavit of service attached hereto as Exhibit “G,” the process server effected service upon the mortgagor with a compliant copy of the notification required pursuant to RPAPL § 1303. An exact photocopy of said Notice is attached hereto, evidencing that the title of the Notice is in

bold, 20-point font, the text of the Notice is in bold, 14-point font, it was on its own page, and it was served with the Summons and Complaint.

13. The mortgagor was served with additional notice of the Summons in compliance with CPLR 3215(g)(3). The Affidavit of Service by mail is attached hereto as part of Exhibit "G."

14. Plaintiff has complied with the requirements of CPLR 3408 and on June 26, 2014 received an order releasing this matter from the settlement conference part (See Exhibit "I."). (Order)

15. Upon information and belief, none of the Defendants in this action are infants, incompetents or absentees. None of the Defendants in default are in the military service as defined by the Military Law and the Soldiers' and Sailors' Civil Relief Act (See Exhibit "J.").

16. A copy of the previously filed attorney affirmation required by the Office of Court Administration's directive issued October 2010 is attached as Exhibit "K".

17. None of the Defendants have answered the Complaint, with the exception of Defendant(s) United States of America, who has appeared and waived notice of this application and New York State Department of Taxation and Finance, who has appeared and waived notice of this application. (See Exhibit "L"). The time in which to answer or move with respect to the Complaint has expired.

18. No one is entitled to notice of this application.

**PLAINTIFF IS ENTITLED TO THE RELIEF REQUESTED HEREIN**

19. Plaintiff is entitled to the appointment of a referee pursuant to RPAPL Section 1321 to determine the amount now due and owing to Plaintiff and whether the premises should be sold as 1 parcel or broken up in multiple parcels.

20. Additionally, Plaintiff requests: that the names of defendant(s) "JOHN DOE" and "JANE DOE" be severed and stricken from the caption herein and that the action be discontinued as to them,

all of the foregoing without prejudice to any of the proceedings heretofore had herein or to be had herein, and the caption should read as follows:

SUPREME COURT OF THE STATE OF NEW YORK:  
COUNTY OF BRONX

-----X  
THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA THE  
BANK OF NEW YORK TRUST COMPANY, N.A.  
SUCCESSOR TO JPMORGAN CHASE BANK,N.A.,  
AS TRUSTEE FOR RASC 2004-KS6,

INDEX NO: 35257/13

MORTGAGED PREMISES:  
952 E 226TH STREET  
BRONX, NY 10466

Plaintiff,

BL #: 4861 - 77

-against-

PAUL V. SHARPE; UNITED STATES OF  
AMERICA; RAB PERFORMANCE RECOVERIES  
LLC; NEW YORK CITY ENVIRONMENTAL  
CONTROL BOARD; NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE;  
NYC DEPARTMENT OF FINANCE-PARKING  
VIOLATIONS BUREAU CITY COLLECTOR &  
BRONX REDEMPTION CENTER;

Defendants.

-----X

21. No previous application has been made for the relief requested in the annexed Order.

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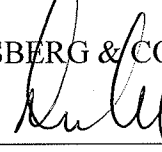
**CONCLUSION**

22. For all of the foregoing reasons, this Court should enter the annexed Order granting a default judgment against the Defendant(s), and appointing a referee to compute the amount due to The Bank of New York Mellon Trust Company on its mortgage foreclosure Complaint.

Dated: Melville, New York  
November 25, 2015

I hereby certify pursuant to 22 NYCRR § 130-1.1-a that, to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the papers listed below or the contentions therein are not frivolous as defined in 22 NYCRR § 130-1.1(c):

McCABE, WEISBERG & CONWAY, P.C.



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Donna Akinrele, Esq.  
145 Huguenot Street, Suite 210  
New Rochelle, New York 10801  
914.636.8900

STATE OF NEW YORK:  
SUPREME COURT COUNTY OF BRONX

-----X  
THE BANK OF NEW YORK MELLON TRUST COMPANY,  
NATIONAL ASSOCIATION FKA THE BANK OF NEW  
YORK TRUST COMPANY, N.A. SUCCESSOR TO  
JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC  
2004-KS6,

Plaintiff,

-vs-

PAUL V. SHARPE; UNITED STATES OF AMERICA; RAB  
PERFORMANCE RECOVERIES LLC; NEW YORK CITY  
ENVIRONMENTAL CONTROL BOARD; NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE; NYC  
DEPARTMENT OF FINANCE - PARKING VIOLATIONS  
BUREAU CITY COLLECTOR & BRONX REDEMPTION  
CENTER;

"JOHN DOE" AND "JANE DOE" said names being fictitious, it  
being the intention of plaintiff to designate any and all occupants  
of the premises being foreclosed herein,

Defendants.

-----X

I, Katie Drouin, being of lawful age and being first duly sworn on  
oath, states and deposes as follows:

1. I am over 18 years of age. I have personal knowledge of the facts in this Affidavit  
based on my review of the business records defined below, am competent to testify about such  
facts and would do so if I appeared as a witness in the above-styled action.

2. I am employed as a Contract Management Coordinator by Ocwen Loan Servicing, LLC  
("OCWEN"), servicer for The Bank of New York Mellon Trust Company, National Association  
fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, as  
Trustee for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass  
Through Certificates Series 2004-KS6 ("Plaintiff"). As such, I am authorized to make this  
Affidavit.

3. In the regular performance of my job functions, I have access to and am familiar  
with the business records (the "Records") relating to the servicing of the mortgage loan at issue

Index No: 35257/13E

Pursuant to Section 2105 of the New York  
Civil Practice Laws and Rules, I am an  
attorney admitted to practice in the  
courts of the state of New York, I  
hereby certify that this is a true  
and complete copy of the original.

  
\_\_\_\_\_  
Attorney

Donna Akinrele

AFFIDAVIT OF INDEBTEDNESS



in this foreclosure action (the "Loan"). The Records document transactions relating to the Loan (the "Transactions"). The Records were made at or near the time of the Transactions documented thereby by a person with knowledge of the Transactions or from information transmitted by a person with knowledge of the Transactions, and were made and are maintained in the regular and usual course of business. In connection with making this Affidavit, I reviewed and relied upon the Records.

4. The Plaintiff is entitled to enforce the promissory note and/or loan agreement (the "Note") and is the mortgagee of record.

5. The Note is secured by a mortgage ("Mortgage").

6. Plaintiff was in possession of the Note at the time of commencement of this action.

7. The Records that I have reviewed indicate that the attached 90-day pre-foreclosure notice was mailed to Paul V. Sharpe at the property address of the real estate at issue herein and to the last known address of the borrower(s), if different, separate from any other mailing, by certified mail and also by first class mail on March 6, 2013. True and correct copies of the 90-day pre-foreclosure notice (showing its content, format, and the addresses to which it was sent), including both the first class mail notice and the certified mail notice with the certified mail tracking number, are attached hereto as Exhibit "D".

8. The Records that I have reviewed indicate that within three business days of the mailing of the notice described above, it was electronically filed with the Superintendent of Banks, in the form prescribed by the Superintendent, setting forth the name, address, last known telephone number of the borrower(s), and the amount claimed as due and owing on the mortgage, and that the Superintendent's website acknowledged receipt of the required information.

9. The Records indicate that the attached demand letter and notice of default under the Mortgage was mailed to Paul V. Sharpe, on February 2, 2012. A true and correct copy of the notice and the address(es) to which it was sent is attached hereto as Exhibit "E".

10. According to the Records, Defendant, Paul Sharpe ("Defendant") last payment pursuant to the Note and Mortgage was applied to the installment due for November 1, 2011, and Defendant is therefore in default for failing to tender the required monthly payments when due.

11. According to the Records, all amounts due pursuant to the Note and Mortgage have been accelerated.

12. According to the Records, as of 08/14/15 the following amounts are due and owing pursuant to the Note and Mortgage:

Unpaid Principal Balance:	\$266,095.88
Deferred Principal Balance:	\$0.00
Interest (at date of default 5.999%) from 11/01/11 to 08/14/15: (per diem or FHA Monthly Interest: \$ 43.66)	\$60,339.40
Late Charges:	N/A
Escrow Balance/ Advance:	\$39,783.15
Taxes (2013-2015):	\$19,919.12
Insurance (2014):	\$4,469.82
Escrow Payments/Credits:	(\$0.00)
<i>Prior Servicer Escrow Balance (if applicable):</i>	\$15,394.21

**ADDITIONAL COSTS:**

Property Inspections:	\$252.00
Property Valuation Fee/ BPO:	\$170.00
Prior Servicer Fees	\$0.00
Property Preservation/ Maintenance Fees:	\$0.00
Certified Mail Cost:	\$0.00
Title Search Expenses:	\$417.50
Interest Arrearage:	\$0.00
Subtotal	\$367,057.93
Less Suspense Balance	(\$1.89)

GRAND TOTAL as of 08/14/15

\$367,056.04

Dated: 8/21/15

Katie Drouin  
Affiant Signature

Print Name: Katie Drouin

Title: Contract Management Coordinator  
Ocwen Loan Servicing, LLC, servicer for The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, as Trustee for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2004-KS6

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**  
**(Outside of New York State)**

STATE OF Florida

COUNTY OF Palm Beach ss:

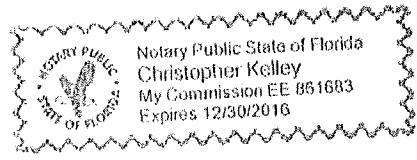
On the 21 day of August in the year 2015 before me, the undersigned, personally appeared Katie Drouin, personally known to me or proved to be on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

WITNESS my hand and official seal  
  
SEAL OR STAMP

Christopher Kelley  
(Signature of Notary Public)

Christopher Kelley  
(Print, type or stamp commission of Notary Public)

My Commission Expires:  
12/30/2016



Pursuant to Section 2105 of the New York Civil Practice Laws and Rules, I am an attorney admitted to practice in the courts of the state of New York, I hereby certify that this is a true and complete copy of the original.

Donna Akinrele  
Attorney

**McCabe, Weisberg & Conway, P.C.**  
Suite 2509  
One Huntington Quadrangle  
Melville, NY 11747

STATE OF NEW YORK:  
SUPREME COURT COUNTY OF BRONX

Index No: 35257/13E

-----X  
THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA THE  
BANK OF NEW YORK TRUST COMPANY, N.A.  
SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS  
TRUSTEE FOR RASC 2004-KS6,

Plaintiff,

-vs-

PAUL V. SHARPE; UNITED STATES OF AMERICA;  
RAB PERFORMANCE RECOVERIES LLC; NEW YORK  
CITY ENVIRONMENTAL CONTROL BOARD; NEW  
YORK STATE DEPARTMENT OF TAXATION AND  
FINANCE; NYC DEPARTMENT OF FINANCE -  
PARKING VIOLATIONS BUREAU CITY COLLECTOR  
& BRONX REDEMPTION CENTER;

CERTIFICATE OF  
CONFORMITY

" JOHN DOE" AND "JANE DOE" said names being fictitious,  
it being the intention of plaintiff to designate any and all  
occupants of the premises being foreclosed herein,

Defendants.

-----X

STATE OF Florida )  
COUNTY OF Palm Beach ) ss..

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State  
of FL and presently residing at Palm Beach County in the State of FL; that he/she is a person duly  
qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of  
New York that he/she is fully acquainted with the laws of the State of FL pertaining to  
acknowledgment or proof of deeds or real property to be recorded therein; that the foregoing acknowledgment by  
~~Christopher Kelley~~ Christopher Kelley named in the foregoing instrument taken before Christopher Kelley a notary public (or  
other officer) was taken in the manner now prescribed by such laws of the State of FL being the  
State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such  
state.

Katie Drouin

Witness my signature this 21<sup>st</sup> day of August, 2015

Lawrence A. Suttler  
Attorney-at-Law for the State of FL  
Member of FL Bar  
Bar Number: 562769



Identifier: [REDACTED]

Doc Type: NOTE

Loan No: [REDACTED]  
Borrower: PAUL SHARPE

Data ID: 710

NOTE

MIN: [REDACTED]

April 6, 2004

BRONX  
[City]

NEW YORK  
[State]

952 E 226TH ST  
BRONX, NEW YORK 10466  
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 300,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AEGIS FUNDING CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on June 1, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1, 2004, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 5208 WEST RENO, SUITE 255, OKLAHOMA CITY, OK 73127 or at a different place if required by the Note Holder.

NEW YORK FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Modified by Middleberg, Rizzo & Garra

Form 3233 1/01  
(Page 1 of 4 Pages)



INITIALS: PS

Loan No: [REDACTED]

Data ID: 710

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 1,796.72.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may prepay all or any part of the unpaid balance of the principal at any time, in which event Note Holder may, at its option and as permitted by law, assess a prepayment penalty of 5.00% of the amount prepaid in the first year (12 month period).

If this Note is not in default, the Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

By accepting partial payment of any payment, Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Acceleration**

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of Principal that has not been paid and all interest that I owe on that amount.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

INITIALS: RS

Identifier: [REDACTED]

Doc Type:NOTE#

Loan No [REDACTED]

Data ID: 710

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

NEW YORK FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Modified by Middleberg, Fiddle & Glanna

Form 3233 1/01  
(Page 3 of 4 Pages)

INITIALS: JS



Identifier: [REDACTED]

Doc Type:NOTEN

Loan No [REDACTED]

Date ID: 710

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Paul Sharpe*

PAUL SHARPE - Borrower

(Seal)

*PS*

(Sign Original Only)

PAY TO THE ORDER OF  
 RESIDENTIAL FUNDING CORPORATION  
 WITHOUT RECOURSE  
 AEGIS MORTGAGE CORPORATION

*Taylor Pearce*

TAYLOR PEARCE  
 ASSISTANT SECRETARY

PAY TO THE ORDER OF  
 JP MORGAN CHASE BANK, AS TRUSTEE  
 WITHOUT RECOURSE  
 Residential Funding Corporation

By *Julie Faber*  
 Julie Faber, Vice President

PAY TO THE ORDER OF  
 AEGIS MORTGAGE CORPORATION  
 WITHOUT RECOURSE  
 AEGIS FUNDING CORPORATION

*Taylor Pearce*

TAYLOR PEARCE  
 ASSISTANT SECRETARY

Identifier: [REDACTED]

Doc Type:NOTEN

ALLONGE TO PROMISSORY NOTE

Loan # [REDACTED]  
Borrower: Paul V. Starpe  
Note Date: April 6, 2004  
Address: 952 East 226<sup>th</sup> Street, Bronx, NY 10466  
Loan Amount: \$300,000.00

PAY TO THE ORDER OF:

The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. successor to JPMorgan Chase Bank N.A., as Trustee for RASC 2004-KS6

Without Recourse

The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. successor to JPMorgan Chase Bank N.A., as Trustee, by Residential Funding Company, LLC fka Residential Funding Corporation, Attorney in Fact

Krystal Kunkle

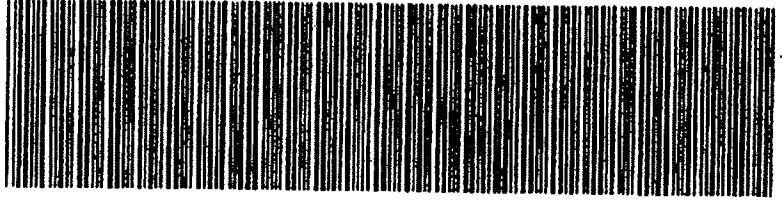
Krystal Kunkle

Authorized Officer



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

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



2004042300504001001E0317

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 26**

Document ID: 2004042300504001

Document Date: 04-06-2004

Preparation Date: 04-23-2004

Document Type: MORTGAGE

Document Page Count: 25

**PRESENTER:**

ALL ISLAND ABSTRACT LTD. AS AGENT FOR,  
FIDELITY TITLE INS. CO.  
81 SCUDDER AVE.  
NORTHPORT, NY 11768  
631-754-1217  
AIA-F-55654-B

**RETURN TO:**

AEGIS FUNDING CORPORATION  
ATTENTION: AEGIS FUNDING CORP.  
P.O. BOX 84308  
BATON ROUGE, LA 70884

**PROPERTY DATA**

Borough	Block Lot	Unit	Address
BRONX	4861 77	Entire Lot	952 EAST 226 STREET
Property Type: DWELLING ONLY - 2 FAMILY			

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**MORTGAGER/BORROWER:**

PAUL V. SHARPE  
952 E. 226TH STREET  
BRONX, NY 10466

**MORTGAGEE/LENDER:**

MERS  
PO BOX 2026  
FLINT, MI 48501-2026

**FEEES AND TAXES**

Mortgage	
Mortgage Amount:	\$ 300,000.00
Taxable Mortgage Amount:	\$ 300,000.00
Exemption:	
TAXES: County (Basic):	\$ 1,500.00
City (Additional):	\$ 3,000.00
Spec (Additional):	\$ 0.00
TASF:	\$ 750.00
MTA:	\$ 725.00
NYCTA:	\$ 0.00
Additional MRT:	\$ 0.00
<b>TOTAL:</b>	<b>\$ 5,975.00</b>

Recording Fee: \$	162.00
Affidavit Fee: \$	0.00
NYC Real Property Transfer Tax Filing Fee:	\$ 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 11-01-2004 12:50  
City Register File No.(CRFN):  
2004000675838



*Annette McMill*

City Register Official Signature

Loan No: [REDACTED]  
Borrower: PAUL SHARPE

Data ID: 710

Tax Account Number: \_\_\_\_\_

Return to: AEGIS FUNDING CORPORATION  
ATTENTION: AEGIS FUNDING CORP.  
P.O. BOX 84308  
BATON ROUGE, LA 70884

AIA-F-55654-B

[Space Above This Line For Recording Data]

## MORTGAGE

MIN: [REDACTED]

### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated April 6, 2004, together with all Riders to this document, will be called the "Security Instrument."

B  
4861

(B) "Borrower." PAUL V. SHARPE, whose address is 952 E 226TH ST, BRONX, NEW YORK 10466 sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

(D) "Lender." AEGIS FUNDING CORPORATION will be called "Lender." Lender is a corporation or association which exists under the laws of the State of DELAWARE. Lender's address is 3250 BRIARFARK DRIVE, SUITE 400, HOUSTON, TX 77042-4204.

L  
77

(E) "Note." The note signed by Borrower and dated April 6, 2004, will be called the "Note." The Note shows that I owe Lender THREE HUNDRED THOUSAND and NO/100—Dollars (U.S. \$ 300,000.00) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by May 1, 2034.

(F) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(G) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(2) Family dwelling

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Modified by Middleberg, Fiddie & Glanna

Form 3033 - 1/01

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2006522830130

Loan No [REDACTED]

Data ID: 710

(H) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(I) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider       | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider               | <input type="checkbox"/> Planned Unit Development Rider |  |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider         |  |
| <input type="checkbox"/> Other(s) [specify]          |   |  |

(J) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(K) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(L) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(N) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in, Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(O) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(Q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Loan No. [REDACTED]

Data ID: 710

**BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors in interest) and its successors in interest subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

- (A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and
- (B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**DESCRIPTION OF THE PROPERTY**

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (G) below:

(A) The Property which is located at 952 E 226TH ST,  
[Street]

BRONX, NEW YORK  
[City, Town or Village]

10466 ("Property Address").  
[Zip Code]

This Property is in BRONX County. It has the following legal description:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Loan No: [REDACTED]

Data ID: 710

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;

(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

#### **BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

#### **PLAIN LANGUAGE SECURITY INSTRUMENT**

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

#### **COVENANTS**

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.



Loan No: [REDACTED]

Data ID: 710

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. Application of Borrower's Payments and Insurance Proceeds. Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;  
Next, to pay principal due under the Note; and  
Next, to pay the amounts due Lender under Section 3 of this Security Instrument.  
Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;  
Next, to pay any other amounts due under this Security Instrument; and  
Next, to reduce the principal balance of the Note.

If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

### 3. Monthly Payments for Taxes and Insurance.

(a) Borrower's Obligations. I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

- (1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"
- (2) The leasehold payments or ground rents on the Property (if any);

Loan No: [REDACTED]

Data ID: 710

- (3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this Section 3.

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligations. Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentally, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Modified by Middleberg, Riddle & Glerna

Form 3033 1/01

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Loan No: [REDACTED]

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(c) **Adjustments to the Escrow Funds.** Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. **Borrower's Obligation to Pay Charges, Assessments And Claims.** I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

5. **Borrower's Obligation to Maintain Hazard Insurance or Property Insurance.** I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to, earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

Loan No: [REDACTED]

Data ID: 710

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

Loan No: [REDACTED]

Data ID: 710

6. **Borrower's Obligations to Occupy The Property.** I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. **Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.**

(a) **Maintenance and Protection of the Property.** I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as described in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

(b) **Lender's Inspection of Property.** Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

8. **Borrower's Loan Application.** If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.

9. **Lender's Right to Protect Its Rights in The Property.** If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

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Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (a) Mortgage Insurance coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. **Agreements About Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date the Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

**12. Continuation of Borrower's Obligations And of Lender's Rights.**

(a) **Borrower's Obligations.** Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

(b) **Lender's Rights.** Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

**13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations.** If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.



Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

14. **Loan Charges.** Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

15. **Notices Required under this Security Instrument.** All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give written notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Law That Governs this Security Instrument; Word Usage.** This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

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17. **Borrower's Copy.** I will be given one copy of the Note and of this Security Instrument.

18. **Agreements about Lender's Rights if the Property is Sold or Transferred.** Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

19. **Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued.** Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance. The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

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I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS**

I, also promise and agree with Lender as follows:

22. **Lender's Rights If Borrower Fails to Keep Promises and Agreements.** Except as provided in Section 18 of this Security Instrument, if the condition stated in this Section 22 is met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 if I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument.

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23. **Lender's Obligation to Discharge this Security Instrument.** When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. **Agreements about New York Lien Law.** I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.

25. **Agreement to Mediate or Arbitrate. I MUST READ THIS AGREEMENT CAREFULLY. IT LIMITS CERTAIN OF MY RIGHTS, INCLUDING MY RIGHT TO GO TO COURT.** In this agreement to mediate or arbitrate (this "Agreement"), (a) "Transaction" means any: (1) payment of money; (2) transfer or exchange of property or any other thing of value; (3) any one or more past, present, or future extensions of, advertisement, solicitation, applications for, or inquiries about, credit, or forbearance of payment, such as a loan, a credit sale, or otherwise, from Lender to me, including this Transaction; (4) gift; or (5) promise to enter into a Transaction; and (b) "Claim" means any case, controversy, dispute, tort, disagreement, lawsuit, claim, or counterclaim, and other matters in question now or in the future existing between Lender and Borrower. A Claim includes, without limitation, anything arising out of, in connection with, or relating to: (1) this Agreement; (2) to the advertisement, solicitation, application, processing, closing or servicing of this Transaction or any instruments executed as a part of it (collectively the "Loan Agreements" which include the terms of the Loan, representations, promises, undertakings or covenants made relating to the Loan, or Loan Agreements executed with the Note and this Security Instrument, services provided under the Loan Agreements, and the validity and construction of the Loan Agreements); (3) any Transaction; (4) the construction, manufacture, advertisement, sale, installation or servicing of any real or personal property which secures this Transaction; (5) any past, present, or future insurance, service, or product that is offered or sold in connection with a Transaction; (6) any documents or instruments that contain information about or document any Transaction, insurance, service, or product; and (7) any act or omission by Lender regarding any Claim.

**Mediation.** Except as set forth below, all Claims, shall be MEDIATED prior to the filing of any legal proceeding related to any dispute relating to this Transaction. If Lender and I cannot agree on the selection of a mediator for a dispute, the mediator shall be selected as follows: within 5 business days of the notice that either Lender or I have decided to mediate, Lender and I shall each name a mediator and notify that mediator and the other party of the selection. Within 5 business days of their selection the mediators shall jointly select an independent mediator to mediate the dispute. The mediation shall occur not later than 30 days after the final mediator is selected in the city nearest to my residence where a federal district court is located or at another location that Lender and I agree is convenient.

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Lender and I agree to participate in the mediation in good faith with the intention of resolving the dispute, if possible. Legal counsel may, but is not required to, represent Lender or me at the mediation. All mediation sessions will be private and all information disclosed during the mediation will be confidential. The mediator may prescribe other rules for the mediation. Lender and I will equally share the filing fees. Any administrative fees greater than the amount of the filing fees that would be charged for a Claim equal to my loan amount will be paid by whoever requested it. Lender will pay the cost of up to one (1) full day of mediation hearings. If the hearings exceed one (1) day, whoever requested the hearing will pay the costs. Attorneys' fees and related expenses are each party's responsibility.

This Agreement to mediate is specifically enforceable.

If for any reason the mediation is not completed within 45 days after the final mediator is selected, or if after the mediation, any Claim is still unresolved, such Claim shall be resolved solely and exclusively by arbitration in accordance with this Agreement.

**Arbitration.** To the extent allowed by Applicable Law, any Claim, except those set forth below, shall be resolved by binding arbitration in accordance with: (a) the Federal Arbitration Act, 9 U.S.C. §§ 1-16; (b) the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") then in effect; and (c) this Agreement. If the terms of this Agreement and the Arbitration Rules are inconsistent, the terms of this Agreement shall control. A copy of the Arbitration Rules, free of charge, may be obtained by calling (800) 778-7879. The laws applicable to the arbitration proceeding shall be the laws of the state in which the property which secures the Transaction is located. Lender and I agree that the arbitrator shall have all powers provided by law, this Agreement, and the Loan Agreements. However, the arbitrator shall have no power to vary or modify any of the provisions of the Loan Agreements. Any party to this Agreement may bring an action in any court having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, or to compel arbitration of any Claim. An action to specifically enforce this Agreement, or a motion to compel arbitration may be brought at any time, even after a Claim has been raised in a court of law or a Transaction has been completed, discharged, or paid in full.

**Place of Arbitration.** The arbitration will be conducted in the city nearest to my residence where a federal district court is located or at another location that Lender and I agree is convenient.

**Cost of Arbitration.** Lender and I will equally share the filing fees. Any administrative fees greater than the amount of the filing fees that would be charged for a Claim equal to my loan amount will be paid by whoever requested it. Lender will pay the cost of up to one (1) full day of arbitration hearings. If the hearings exceed one (1) day, whoever requested the hearing will pay the costs.

**Timing of Hearing.** The arbitration hearing shall commence within forty-five (45) days of the demand for arbitration.

**NO CLASS ACTIONS; NO JOINDER OF PARTIES; WAIVER OF RIGHT TO JURY TRIAL. THE ARBITRATION WILL TAKE THE PLACE OF ANY COURT PROCEEDING INCLUDING A TRIAL BEFORE A JUDGE OR A JUDGE AND JURY. THE ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A COMMON OR CLASS ACTION. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY LENDER AND ME THAT ANY PURPORTED COMMON ISSUES OF LAW OR FACT SHALL BE RESOLVED ON SUCH AN INDIVIDUAL BASIS.**

**Judgment.** The award rendered by the arbitrator shall be final, non-appealable and judgment may be entered upon it in accordance with Applicable Law in any court with jurisdiction.

**Confidentiality.** Lender and I agree that the mediation and arbitration proceedings are confidential. The information disclosed in these proceedings cannot be used for any purpose in any other proceeding.

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Modified by Middleberg, Riddle & Gianna

Form 3033 1/01

(Page 18 of 20 Pages)

Loan No: [REDACTED]

Data ID: 710

**Claims Excluded from Mediation and Arbitration.** Regardless of the previous paragraphs, neither Lender nor I can require the other to mediate or arbitrate: (a) any type of foreclosure proceedings, proceedings where the Lender seeks a deficiency judgment, or any comparable procedures allowed under Applicable Law where a lien holder may acquire title to or possession of any property which is security for this Transaction and any related personal property (including an assignment of rents or appointment of a receiver), upon my default on the Transaction; (b) my application for relief under the federal bankruptcy laws or any other similar laws of general application for the relief of debtor, through the institution of appropriate proceedings; or (c) any Claim where Lender seeks damages or other relief because of my default under the terms of a Transaction; (d) any Claim where relief could be granted by the small claims court closest to my residence; or (e) any class action suit. Enforcement of this section will not waive the right to arbitrate any other Claim, including a Claim asserted as a counterclaim in a lawsuit brought under this section.

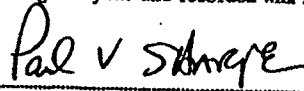
**Effect of Rescission.** If I have the right to rescind this Transaction, rescinding it will not rescind this Agreement.

**No Other Arbitration Agreements.** This Agreement is the only agreement between Lender and me regarding alternative dispute resolution, and supersedes any prior agreements to mediate or arbitrate Claims. This Agreement may only be modified by a written agreement between Lender and me.

**LENDER AND I AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY OF ANY AND ALL CLAIMS.**

26. **Borrower's Statement Regarding the Property** [check box as applicable].
- This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.
  - This Security Instrument 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 with each dwelling unit having its own separate cooking facilities.
  - This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 20 of this Security Instrument and in any Rider signed by me and recorded with it.

  
\_\_\_\_\_(Seal)  
PAUL V. SHARPE, Borrower

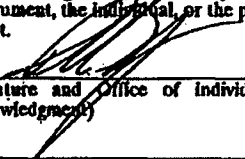
Loan No. [REDACTED]

Data ID: 710

[Space Below This Line For Acknowledgment]

State of NEW YORK §  
County of Bronx §

On the 6th day of April, in the year 2001, before me, the undersigned, personally appeared PAUL SHARPE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
(Signature and Office of individual taking acknowledgment)

My commission expires: \_\_\_\_\_

RUSSELL DALY  
NOTARY PUBLIC, State of New York  
No. 6701000204  
Qualified in Suffolk County  
Commission Expires July 28, 2002

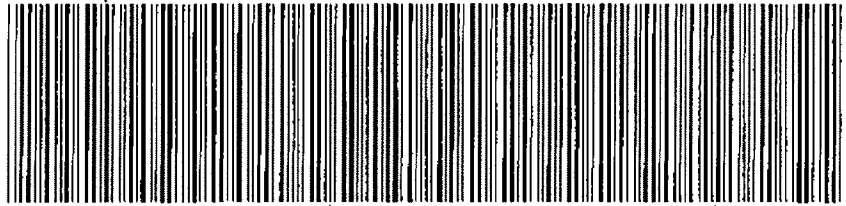
(Printed Name)





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

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2012102500454001001E9E07

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 3**

**Document ID: 2012102500454001**

Document Date: 10-22-2012

Preparation Date: 10-25-2012

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 1

**PRESENTER:**

INDECOMM GLOBAL SERVICES  
2925 COUNTRY DRIVE  
ST. PAUL, MN 55117  
651-765-6408  
acriscoverpage@usrecordings.com

**RETURN TO:**

INDECOMM GLOBAL SERVICES  
2925 COUNTRY DRIVE  
ST. PAUL, MN 55117  
651-765-6408  
acriscoverpage@usrecordings.com

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BRONX	4861	77	Entire Lot	952 E 226TH STREET
Property Type: DWELLING ONLY - 2 FAMILY				

**CROSS REFERENCE DATA**

CRFN: 2004000675838

**PARTIES**

**ASSIGNOR/OLD LENDER:**

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.  
1901 E VOORHEES STREET SUITE C  
DANVILLE, IL 61834  
x Additional Parties Listed on Continuation Page

**ASSIGNEE/NEW LENDER:**

THE BANK OF NEW YORK MELLON TRUST  
COMPANY N.A.  
C/O GMAC MORTGAGE LLC, 1100 VIRGINIA DRIVE  
FORT WASHINGTON, PA 19034

**FEEES AND TAXES**

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00	\$	0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:			\$ 0.00
<b>TAXES:</b> County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	\$ 0.00
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		\$ 0.00
TASF:	\$ 0.00		\$ 0.00
MTA:	\$ 0.00		\$ 0.00
NYCTA:	\$ 0.00		\$ 0.00
Additional MRT:	\$ 0.00		\$ 0.00
<b>TOTAL:</b>	\$ 0.00		\$ 0.00
Recording Fee:	\$ 42.00		
Affidavit Fee:	\$ 0.00		

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

Recorded/Filed 11-01-2012 15:48  
City Register File No.(CRFN):  
**2012000432000**

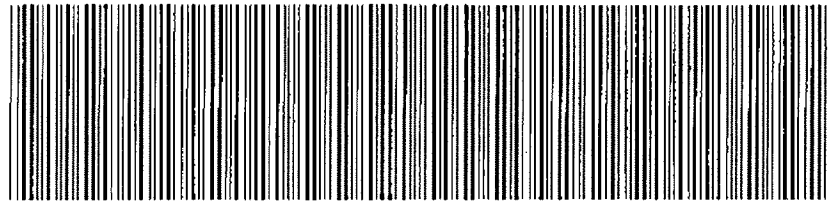


*Annette M. Hill*

City Register Official Signature

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

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2012102500454001001E9E07

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 3**

Document ID: 2012102500454001 Document Date: 10-22-2012 Preparation Date: 10-25-2012  
 Document Type: ASSIGNMENT, MORTGAGE  
 Document Page Count: 1

<p><b>PRESENTER:</b>                  INDECOMM GLOBAL SERVICES                  2925 COUNTRY DRIVE                  ST. PAUL, MN 55117                  651-765-6408                  acriscoverpage@usrecordings.com</p>	<p><b>RETURN TO:</b>                  INDECOMM GLOBAL SERVICES                  2925 COUNTRY DRIVE                  ST. PAUL, MN 55117                  651-765-6408                  acriscoverpage@usrecordings.com</p>
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**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BRONX	4861	77	Entire Lot	952 E 226TH STREET
<b>Property Type: DWELLING ONLY - 2 FAMILY</b>				

**CROSS REFERENCE DATA**

CRFN: 2004000675838

**PARTIES**

<p><b>ASSIGNOR/OLD LENDER:</b>                  MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.                  1901 E VOORHEES STREET SUITE C                  DANVILLE, IL 61834  <input checked="" type="checkbox"/> Additional Parties Listed on Continuation Page</p>	<p><b>ASSIGNEE/NEW LENDER:</b>                  THE BANK OF NEW YORK MELLON TRUST COMPANY N.A.                  C/O GMAC MORTGAGE LLC, 1100 VIRGINIA DRIVE                  FORT WASHINGTON, PA 19034</p>
--	---

FEES AND TAXES			
<b>Mortgage</b>			
Mortgage Amount:	\$	0.00	Filing Fee: \$ 0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax: \$ 0.00
Exemption:			
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax: \$ 0.00
City (Additional):	\$	0.00	
Spec (Additional):	\$	0.00	
TASF:	\$	0.00	
MTA:	\$	0.00	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
<b>TOTAL:</b>	<b>\$</b>	<b>0.00</b>	
Recording Fee:	\$	42.00	
Affidavit Fee:	\$	0.00	

ASSIGNMENT OF MORTGAGE

MIN: [REDACTED]  
MERS Phone #: 888-679-6377

KNOW ALL MEN BY THESE PRESENTS that Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Aegis Funding Corporation, its successors and assigns, with an address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, and P.O. Box 2026, Flint, MI 48501-2026 ( Assignor ), does hereby ASSIGN AND TRANSFER to The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. successor to JPMorgan Chase Bank N.A., as Trustee for RASC 2004-KS6, with an address in C/O GMAC Mortgage, LLC, 1100 Virginia Drive, Fort Washington, PA 19034, ( Assignee ), all right, title and interest in and to that certain Mortgage executed by Paul V. Sharpe, as Mortgagors on April 6, 2004, and recorded in the Office of the Clerk of the County of BRONX, State of New York, on November 1, 2004, in CRFN: 2004000675838, given to secure the payment of a promissory note in the original amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and interest. The real property secured by said Mortgage is located and known as **952 East 226th Street, Bronx, NY 10466 (Block: 4861 Lot: 77)**, and is more fully described in the Mortgage. Assignor does hereby assign and transfer to Assignee all rights accrued under said Mortgage and all indebtedness secured thereby.

THIS ASSIGNMENT is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

IN WITNESS WHEREOF, said Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Aegis Funding Corporation, its successors and assigns, has caused this instrument to be signed by its **Assistant Secretary** and attested to on this 20 day of October, 2012.



Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Aegis Funding Corporation, its successors and assigns,  
By: Tanya Renee Raysor-Winstead  
Name: Tanya Renee Raysor-Winstead  
Title: **Assistant Secretary**

STATE OF Pennsylvania  
COUNTY OF Montgomery ) ss.

On the 20 day of October, 2012, before me the undersigned, personally appeared Tanya Renee Raysor-Winstead, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) 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 his/her/their signature (s) on the instrument, the individual (s) or the person on behalf of which the individual (s) acted, executed the instrument and that such individual made such appearance before the undersigned in FORT WASHINGTON, PA.

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

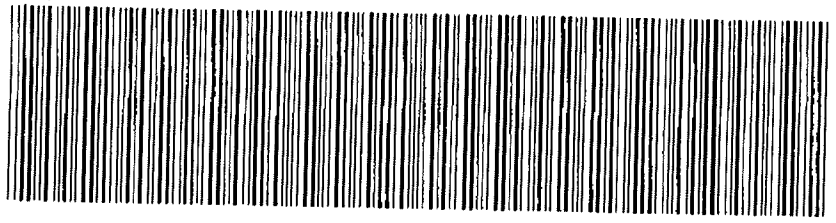
SEAL

Patricia Nolan Hoffman  
Notary Public **Patricia Nolan Hoffman**  
My Commission Expires: 11-15-15

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
PATRICIA NOLAN HOFFMAN, Notary Public  
City of Philadelphia, Phila: County  
My Commission Expires November 15, 2015

[REDACTED] \*U03143448\* [REDACTED]  
10/24/2012 [REDACTED] / 1

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



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**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 3**

Document ID: 2012102500454001

Document Date: 10-22-2012

Preparation Date: 10-25-2012

Document Type: ASSIGNMENT, MORTGAGE

**PARTIES**

**ASSIGNOR/OLD LENDER:**

AEGIS FUNDING CORPORATION  
1901 E VOORHEES STREET SUITE C  
DANVILLE, IL 61834

**PARTIES**

**ASSIGNEE/NEW LENDER:**

THE BANK OF NEW YORK TRUST COMPANY N.A.  
C/O GMAC MORTGAGE LLC, 1100 VIRGINIA DRIVE  
FORT WASHINGTON, PA 19034

**ASSIGNEE/NEW LENDER:**

JPMORGAN CHASE BANK N.A.  
C/O GMAC MORTGAGE LLC, 1100 VIRGINIA DRIVE  
FORT WASHINGTON, PA 19034





**New York State Banking Department**  
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of Banks within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Banking Department as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

**Filer Information:**

Name : Ocwen Loan Servicing, LLC  
Address : 1661 Worthington Road, Suite 100  
West Palm Beach FL 33409

**Filing Information:**

Tracking Number : NYS3215207  
Mailing Date Step 1 : 06-MAR-13 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 07-MAR-13 04.04.36.000 PM  
Filing Date Step 2 :  
Filing Date Step 3 :  
Owner Occupd at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 952 E 226TH ST 952 E 226TH ST BRONX  
NY 10466  
County : Bronx  
Date of Original Loan : 06-APR-04 12.00.00.000 AM  
Amt of Original Loan : 300000  
Loan Number Step 1 : 7437827405  
Loan Number Step 2 :  
Loan Reset Frequency :  
Loan Type : 1st Lien  
Loan Details : Fixed Rate  
Loan Term : 30 Year  
Loan Modification : No Modification  
Days Delinquent : Other  
Borrower's Name : PAUL SHARPE  
Address : 952 E 226TH ST  
BRONX NY 10466  
Borrower's Phone No : 8434262815  
Filing Status : Step 1 Completed-Online

Sincerely,

New York State Banking Department



Ocwen Loan Servicing, LLC

PO Box 780

Waterloo IA 50704-0780

HELPING HOMEOWNERS IS WHAT WE DO!™

OCWEN.MORTGAGEBANKSITE.COM

3/6/2013

7011 1150 0000 2321 2479

PAUL V SHARPE

952 E 226TH ST

BRONX NY 10466

LAST KNOWN ADDRESS

Loan Number: 7437827405

Property Address: 952 E 226TH ST

BRONX NY 10466

Dear: PAUL V SHARPE

**YOU COULD LOSE YOUR HOME. PLEASE READ THE FOLLOWING  
NOTICE CAREFULLY**

As of 3/6/2013, your home loan is 460 days in default. Under New York State law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of 50348.64 dollars by 6/4/2013.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free or very low-cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty.



3/6/2013

Account Number 7437827405

Page 2

Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at 1-800-850-4622 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If this matter is not resolved within 90 days from the date this notice was mailed, we may commence legal action against you or sooner if you cease to live in the dwelling as your primary residence. If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-877-226-5697 or visit the department's website at

[HTTP://WWW.DFS.NY.GOV](http://www.dfs.ny.gov)

COLLECTIONS DEPARTMENT  
Ocwen Loan Servicing, LLC

Notice: This is an attempt to collect on a debt and any information obtained will be used for that purpose only.

If you have filed for bankruptcy or if you have been discharged of your personal liability for repayment of this debt by order of the bankruptcy court, this letter is being provided for informational purposes only, is not an attempt to collect the debt from you personally and applies only to our rights with regard to the property.

## HUD APPROVED HOUSING COUNSELING AGENCIES

Agency Name: AFFORDABLE HOUSING PARTNERSHIP  
 Phone: 518-434-1730  
 Toll Free:  
 Address: 255 Orange Street, Albany, New York 12210  
 Website: <http://www.ahp.org>

Agency Name: NY STATE OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES (OPWDD)  
 Phone: 518-473-1973  
 Toll Free:  
 Address: 44 Holland Avenue, Albany, New York 12229-0001  
 Website: <http://www.opwdd.ny.gov>

Agency Name: UNITED TENANTS OF ALBANY, INCORPORATED  
 Phone: 518-436-8997  
 Toll Free:  
 Address: United Tenants of Albany, 33 Clinton Avenue, Albany, NY 12207;  
 Catholic Charities of the Albany Diocese, 40 N Main Avenue Albany, New York 12207  
 Website: <http://www.unitedtenantsalbany.org>

Agency Name: TOWN OF EAST HAMPTON-OFFICE OF HOUSING & COMMUNITY DEVELOPMENT  
 Phone: 631-267-7896  
 Toll Free:  
 Address: 267 Bluff Road Amagansett, New York 11930  
 Website: <http://www.town-east-hampton.ny.us>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.  
 Phone: 631-289-2124-112  
 Toll Free: 800-300-4382  
 Address: Amityville/Copague/Farmingdale/ ACE Family Development Center, 48 Cedar Road Amityville, New York 11701  
 Website: [www.eoc-suffolk.com](http://www.eoc-suffolk.com)

Agency Name: ALLEGANY COUNTY COMMUNITY OPPORTUNITIES AND RURAL DEVELOPMENT (ACCORD) CORP  
 Phone: 585-268-7605-1044  
 Toll Free:  
 Address: 84 Schuyler Street, P O Box 573, Belmont, New York 14813-1051  
 Website: <http://www.accordcorp.org>

Agency Name: STEUBEN CHURCHPEOPLE AGAINST POVERTY, INC. D/B/A ARBOR HOUSING AND DEVELOPMENT  
 Phone: 607-582-2477  
 Toll Free:  
 Address: 143 Hubbard Rd. PO Box 451 Big Flats, New York 14814  
 Website: <http://www.metronterfaith.org>

Agency Name: METRO-INTERFAITH SERVICES, INCORPORATED  
 Phone: 607-723-0723  
 Toll Free:  
 Address: 21 New Street, Binghamton, New York 13903  
 Website: <http://www.metrointerfaith.org>

Agency Name: BISHOP SHEEN ECUMENICAL HOUSING FOUNDATION  
 Phone: 585-657-4114  
 Toll Free:  
 Address: PO Box 480, Bloomfield, New York 14469  
 Website: <http://www.sheenhousing.org>

Agency Name: LONG ISLAND HOUSING SERVICES, INCORPORATED  
 Phone: 631-467-5111-311  
 Toll Free: 800-660-6920  
 Address: 640 Johnson Avenue, Suite 8 Bohemia, New York 11716-2624  
 Website: <http://www.LI-Housing.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF NORTH BRONX  
 Phone: 718-881-1180  
 Toll Free:  
 Address: 1178 East Gun Hill Road, Bronx, New York 10469  
 Website: [www.nhsnyc.org](http://www.nhsnyc.org)

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF SOUTH BRONX  
 Phone: 718-692-5979  
 Toll Free:  
 Address: Concourse Plaza, 200 East 161st Street, Bronx, New York 10452  
 Website: [www.nhsnyc.org](http://www.nhsnyc.org)

Agency Name: NEW YORK CITY COMMISSION ON HUMAN RIGHTS  
 Phone: 718-579-6900  
 Toll Free:  
 Address: 1932 Arthur Avenue, Suite 203A, Bronx, New York 10457  
 Website: <http://www.nyc.gov/chr>

Agency Name: ASIAN AMERICANS FOR EQUALITY  
Phone: 718-686-8223  
Toll Free  
Address: 807 48th Street, Brooklyn, New York 11220  
Website: [www.aafe.org](http://www.aafe.org)

Agency Name: BROOKLYN HOUSING AND FAMILY SERVICES  
Phone: 718-435-7585  
Toll Free:  
Address: 415 Albee Road, Brooklyn, New York 11218  
Website: <http://www.asfa.com>

Agency Name: BROOKLYN NEIGHBORHOOD IMPROVEMENT ASSOCIATION  
Phone: 718-773-4116-11  
Toll Free  
Address: 1482 Saint Johns Place, Suite 1F, Brooklyn, New York 11213-3929  
Website: n/a

Agency Name: CAMBA - CHURCH AVENUE MERCHANTS BLOCK ASSOCIATION, INC.  
Phone: 718-287-0010  
Toll Free  
Address: 1720 Church Avenue BROOKLYN, New York 11226-2630  
Website: <http://www.camba.org>

Agency Name: CYPRESS HILLS LOCAL DEVELOPMENT CORPORATION  
Phone: 718-647-9100  
Toll Free  
Address: 625 Jamaica Avenue, Brooklyn, New York 11208  
Website: <http://www.asia.com>

Agency Name: CYPRESS HILLS LOCAL DEVELOPMENT CORPORATION  
Phone: 718-647-8100  
Toll Free  
Address: 3214 Fulton Street, Brooklyn, New York 11208-1906  
Website: <http://www.cypresshills.org>

Agency Name: GROW BROOKLYN, INC.  
Phone: 718-415-0232-202  
Toll Free:  
Address: 1474 Myrtle Avenue, Brooklyn, New York 11237  
Website: <http://www.brooklyn.coop>

Agency Name: MHANY MANAGEMENT, INC , A MUTUAL HOUSING ORGANIZATION  
Phone: 718-246-8080-239  
Toll Free  
Address: 24 Nevins Street, 2nd Floor, Brooklyn, New York 11217  
Website: [www.mutualhousingny.org](http://www.mutualhousingny.org)

Agency Name: MONEY MANAGEMENT INTERNATIONAL, INC BROOKLYN, NY  
Phone: 866-232-9080  
Toll Free: 866-232-9080  
Address: 28 Court Street, Suite 1901, Brooklyn, New York 11241  
Website: <http://www.moneymanagement.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF BEDFORD-STUYVESANT  
Phone: 718-919-2100  
Toll Free:  
Address: 1012 Gates Avenue, Brooklyn, New York 11221  
Website: [www.nhsmc.org](http://www.nhsmc.org)

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF EAST FLATBUSH  
Phone: 718-469-4679  
Toll Free  
Address: 2806 Church Avenue, Brooklyn, New York 11226  
Website: [www.nhsmc.org/eastflatbush](http://www.nhsmc.org/eastflatbush)

Agency Name: NEIGHBORS HELPING NEIGHBORS, INC  
Phone: 718-237-2017-151  
Toll Free  
Address: 621 DeGraw Street BROOKLYN, New York 11217-3120  
Website: <http://www.nhnbcma.org>

Agency Name: NEW YORK CITY COMMISSION ON HUMAN RIGHTS  
Phone: 718-722-3130  
Toll Free  
Address: 275 Livingston Street, 2nd Floor, Brooklyn, New York 11217  
Website: <http://www.nyc.gov/ohr>

Agency Name: PRATT AREA COMMUNITY COUNCIL

Phone: 718-783-3549  
Toll Free  
Address: 1224 Bedford Avenue, Brooklyn, New York 11216  
Website: n/a

Agency Name: RIDGEWOOD BUSHWICK SENIOR CITIZENS COUNCIL INC  
Phone: 718-388-3800  
Toll Free:  
Address: 555 Bushwick Avenue BROOKLYN, New York 11206-4657  
Website: [http://www.rbscc.org/default.asp?menu1\\_id=39](http://www.rbscc.org/default.asp?menu1_id=39)

Agency Name: ST NICHOLAS NEIGHBORHOOD PRESERVATION CORPORATION  
Phone: 718-388-2233  
Toll Free  
Address: 2 Kingsland Ave Brooklyn, New York 11211+1695  
Website: <http://stnicksalliance.org>

Agency Name: BELMONT HOUSING RESOURCES FOR WNY, INCORPORATED  
Phone: 716-884-7791-114  
Toll Free: 800-836-0335  
Address: 1196 Main Street, Buffalo, New York 14209-2198  
Website: <http://www.belmonthousingwny.org/>

Agency Name: BUFFALO URBAN LEAGUE, INC  
Phone: 716-250-2400  
Toll Free: 866-375-0408  
Address: 15 Genesee Street, Buffalo, New York 14203-1405  
Website: <http://www.buffalourbanleague.org>

Agency Name: NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA) BUFFALO, NY  
Phone: 716-834-6222  
Toll Free: 888-297-5568  
Address: 1094 Hertel Avenue, Buffalo, New York 14216  
Website: Buffalo, New York 14216

Agency Name: ST. LAWRENCE COUNTY HOUSING COUNCIL, INC  
Phone: 315-388-8576  
Toll Free:  
Address: 19 Main Street, Canton, New York 13617  
Website: <http://www.soco.org>

Agency Name: PUTNAM COUNTY HOUSING CORPORATION  
Phone: 845-225-8493  
Toll Free  
Address: 11 Seminary Hill Road, Carmel, New York 10512  
Website: <http://www.asifa.com>

Agency Name: COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND  
Phone: 631-471-1215-144  
Toll Free:  
Address: 2100 Middle Country Road, Suite 300, Centereach, New York 11720  
Website: <http://www.cdck.org>

Agency Name: ALBANY COUNTY RURAL HOUSING ALLIANCE, INC  
Phone: 518-235-3920  
Toll Free  
Address: 10 Cayuga Plaza, PO Box 83, Cohoes, New York 12047GD  
Website: <http://www.acrha.org>

Agency Name: CORTLAND HOUSING ASSISTANCE COUNCIL, INC  
Phone: 607-763-8271-15  
Toll Free:  
Address: 36 Taylor Street, Cortland, New York 13045  
Website: <http://www.cortlandhousing.org>

Agency Name: CHAUTAUQUA OPPORTUNITIES, INCORPORATED  
Phone: 716-661-9430-221  
Toll Free  
Address: 17 W. Courtney Street, Dunkirk, New York 14048-2754  
Website: <http://www.chautauquopportunities.com>

Agency Name: AMERICAN DEBT RESOURCES  
Phone: 631-912-9542-110  
Toll Free: 800-498-0766  
Address: 248C Larkfield Road, East Northport, New York 11731  
Website: <http://www.americandebtresources.com>

Agency Name: CATHOLIC CHARITIES, ELMIRA, NY  
Phone: 607-734-9784-2132  
Toll Free

Address: 215 East Church Street, Elmira, New York 14901-2743  
Website: [www.cs-cc.org](http://www.cs-cc.org)

Agency Name: MARGERT COMMUNITY CORPORATION  
Phone: 718-471-3724  
Toll Free:  
Address: 326 Beach 37th Street, Far Rockaway, New York 11691-1510  
Website: <http://www.margert.org>

Agency Name: ROCKAWAY DEVELOPMENT AND REVITALIZATION CORPORATION  
Phone: 718-327-5300-227  
Toll Free:  
Address: 1920 Moll Avenue, Suite 2, Far Rockaway, New York 11691-4102  
Website: <http://www.rdic.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY  
Phone: 718-961-0888  
Toll Free:  
Address: 133-04 39th Avenue, Flushing, New York 11354  
Website: [www.aafe.org](http://www.aafe.org)

Agency Name: NEW YORK CITY COMMISSION ON HUMAN RIGHTS  
Phone: 718-886-6162  
Toll Free:  
Address: 136-56 39th Avenue, Room 305, Flushing, New York 11354  
Website: <http://www.nyc.org>

Agency Name: COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND  
Phone: 516-867-7727  
Toll Free:  
Address: 333 North Main Street FREEPORT, New York 11520-1231  
Website: <http://www.cdcl.org>

Agency Name: FULTON COMMUNITY DEVELOPMENT AGENCY  
Phone: 315-693-7166  
Toll Free:  
Address: 125 West Broadway, Fulton, New York 13069  
Website: <http://www.fultonoda.com>

Agency Name: HOUSING HELP, INCORPORATED  
Phone: 631-764-0373  
Toll Free:  
Address: 91-101 Broadway, Suite 6, Greenlawn, New York 11740  
Website: <http://www.housinghelp.net>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.  
Phone: 631-289-2124-112  
Toll Free: 800-300-4362  
Address: Greenport Family Development Center, 421 First Street, Suite 1, Greenport, New York 11944  
Website: [www.eoc-suffolk.com](http://www.eoc-suffolk.com)

Agency Name: NORTH FORK HOUSING ALLIANCE, INCORPORATED  
Phone: 631-477-1070  
Toll Free:  
Address: 116 South St Greenport, New York 11944+1619  
Website: <http://nfaul.gov>

Agency Name: DELAWARE OPPORTUNITIES, INCORPORATED  
Phone: 607-746-1650-654  
Toll Free:  
Address: 35430 State Highway 10, Hamden, New York 13782  
Website: <http://delawareopportunities.org>

Agency Name: DEBT COUNSELING CORP  
Phone: 631-582-4300  
Toll Free:  
Address: 3033 Express Drive North, Hauppauge, New York 11749-5309  
Website: [www.DebtCounselingCorp.org](http://www.DebtCounselingCorp.org)

Agency Name: GREENPATH, INC.  
Phone: 888-860-4167  
Toll Free: 888-860-4167  
Address: 1300 Veterans Memorial Highway, Suite 330, Hauppauge, New York 11788  
Website: [www.greenpath.com](http://www.greenpath.com)

Agency Name: LONG ISLAND HOUSING PARTNERSHIP, INC.  
Phone: 631-435-4710  
Toll Free:  
Address: 180 Oser Avenue, Suite 800 Hauppauge, New York 11788  
Website: <http://www.lhip.org>

Agency Name SAFEGUARD CREDIT COUNSELING, INC  
Phone: 631-930-9158  
Toll Free: 800-673-6993  
Address: 112 Parkway Drive, South Hauppauge, New York 11788  
Website: [www.safeguardcredit.org](http://www.safeguardcredit.org)

Agency Name: COUNTY OF NASSAU ECONOMIC DEVELOPMENT -  
OFFICE OF HOUSING & INTERGOVERNMENTAL AFFAIRS  
Phone: 516-572-1903  
Toll Free:  
Address: 40 Main Street, Suite B, Hempstead, New York 11550  
Website: <http://www.nassaucountyny.gov>

Agency Name: FAMILY AND CHILDREN'S ASSOCIATION  
Phone: 516-292-1300-2282  
Toll Free:  
Address: 336 Fulton Avenue HEMPSTEAD, New York 11550-3907  
Website: [www.familyandchildrens.org](http://www.familyandchildrens.org)

Agency Name HOUSING RESOURCES OF COLUMBIA COUNTY, INC.  
Phone: 518-822-0707-13  
Toll Free:  
Address: 252 Columbia Street, Hudson, New York 12534-2509  
Website: <http://www.housingresources.org>

Agency Name: ALTERNATIVES FEDERAL CREDIT UNION  
Phone: 607-216-3416  
Toll Free:  
Address: 125 North Fulton Street, Ithaca, New York 14850  
Website: <http://www.alternatives.org>

Agency Name: BETTER HOUSING FOR TOMPKINS COUNTY, INC  
Phone: 607-273-2187  
Toll Free:  
Address: 950 Danby Road, Suite 102, Ithaca, New York 14850  
Website: <http://www.betterhousing.org>

Agency Name: CHHAYA COMMUNITY DEVELOPMENT CORPORATION  
Phone: 718-478-3848  
Toll Free:  
Address: 37-43 77th Street, 2nd Floor, Jackson Heights, New York 11372  
Website: <http://www.chhayacdc.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF JAMAICA  
Phone: 718-291-7400  
Toll Free:  
Address: 8970 162nd Street, Jamaica, New York 11432  
Website: [www.nhsi.org](http://www.nhsi.org)

Agency Name: CHAUTAUQUA OPPORTUNITIES, INCORPORATED  
Phone: 716-661-9430  
Toll Free:  
Address: 402 Chandler Street, Jamestown, New York 14701-4705  
Website: <http://www.chautauquaopportunities.com>

Agency Name: FRIENDS OF THE NORTH COUNTRY  
Phone: 518-834-9606  
Toll Free:  
Address: Mill Street, PO Box 446, Keesville, New York 12944  
Website: <http://www.asfa.com>

Agency Name: RURAL ULSTER PRESERVATION COMPANY  
Phone: 845-331-2140-207  
Toll Free:  
Address: 280 Fair Street, Kingston, New York 12401  
Website: <http://www.aspa.com>

Agency Name: SOUTHERN HILLS PRESERVATION CORPORATION  
Phone: 315-677-3863-201  
Toll Free:  
Address: 2363 Route 11, Unit 1, LaFayette, New York 13084  
Website: <http://www.southernhillspc.org>

Agency Name: COMMUNITY ACTION IN SELF HELP, INCORPORATED  
Phone: 315-946-6992  
Toll Free:  
Address: 48 Water Street, Lyons, New York 14489  
Website: <http://www.cashnc.org>  
Agency Name: FRANKLIN COUNTY COMMUNITY HOUSING COUNCIL

Phone: 518-483-5934  
Toll Free  
Address: 337 West Main Street, Malone, New York 12953  
Website: n/a

Agency Name: KIRYAS JOEL COMMUNITY HOUSING DEVELOPMENT ORG  
Phone: 845-782-7790  
Toll Free:  
Address: 51 Forest Road, Suite 300, Monroe, New York 10950-2948  
Website: n/a

Agency Name: RURAL SULLIVAN HOUSING CORPORATION  
Phone: 845-794-0348  
Toll Free:  
Address: 33 Lakewood Avenue, Monticello, New York 12701-1128  
Website: <http://www.rsite.com>

Agency Name: COMMUNITY ACTION PROGRAM FOR MADISON COUNTY  
Phone: 315-884-3144-20  
Toll Free: 800-721-2271  
Address: PO Box 249 MORRISVILLE, New York 13408-0249  
Website: <http://www.capmadco.org>

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES, INCORPORATED  
Phone: 914-668-4424  
Toll Free:  
Address: 144 North 6th Avenue, Mt Vernon, New York 10550  
Website: [www.wroinc.org](http://www.wroinc.org)

Agency Name: ROCKLAND HOUSING ACTION COALITION  
Phone: 845-768-6799  
Toll Free:  
Address: 120-126 North Main Street, Annex First Floor, New City, New York 10956  
Website: [rbachomes.org](http://rbachomes.org)

Agency Name: ABYSSINIAN DEVELOPMENT CORPORATION  
Phone: 646-442-6545  
Toll Free:  
Address: 4 W 125 Street, New York, New York 10027  
Website: <http://www.adcorp.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY  
Phone: 212-964-2268  
Toll Free:  
Address: 111 Division Street, New York, New York 10002-0000  
Website: <http://www.aafecdf.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY  
Phone: 212-979-8361-107  
Toll Free:  
Address: 108-110 Norfolk Street, New York, New York 10002  
Website: <http://www.aafef.org>

Agency Name: HARLEM COMMUNITY DEVELOPMENT CORPORATION  
Phone: 212-961-4100  
Toll Free:  
Address: 163 West 125th Street, 17th Floor, New York, New York 10027  
Website: <http://www.harlemcdc.com>

Agency Name: HARLEM CONGREGATIONS FOR COMMUNITY IMPROVEMENT  
Phone: 212-261-4887-131  
Toll Free:  
Address: 2854 Frederick Douglass Boulevard, New York, New York 10039  
Website: <http://www.hsife.com>

Agency Name: HOUSING CONSERVATION COORDINATORS INC (HCC)  
Phone: 212-541-6996-11  
Toll Free:  
Address: 777 Tenth Avenue, New York, New York 10019  
Website: <http://www.hcc-nyc.org>

Agency Name: HOUSING PARTNERSHIP DEVELOPMENT CORP  
Phone: 646-217-3392  
Toll Free:  
Address: 242 W 36th St Fmt 3 NEW YORK, New York 10018-8977  
Website: <http://www.hsife.com>

Agency Name: NAZARETH HOUSING INC.  
Phone: 212-777-1010-12  
Toll Free:

Address 519 East 11th Street, New York, New York 10009  
Website <http://www.nazarethhousingnyc.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF NEW YORK CITY (NHS OF NYC)  
Phone 212-519-2500  
Toll Free  
Address: 307 West 36th Street, 12 Floor, New York, New York 10018-6495  
Website <http://www.nhsnyc.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF NEW YORK CITY - HOMEOWNERSHIP CENTER 1  
Phone 718-732-8100  
Toll Free  
Address 306 West 37th Street, 12th Floor, New York, New York 10018  
Website [www.nhsnyc.org](http://www.nhsnyc.org)

Agency Name: NEW YORK CITY COMMISSION ON HUMAN RIGHTS  
Phone 212-306-7560  
Toll Free  
Address: 40 Rector Street, New York, New York 10006  
Website <http://www.cchr.nyc.gov>

Agency Name: NORTHERN MANHATTAN IMPROVEMENT CORPORATION  
Phone 212-922-9300  
Toll Free  
Address 76 Wadsworth Avenue, New York, New York 10033  
Website <http://www.nimc.org>

Agency Name: OPERATION HOPE, INC  
Phone 917-477-2800  
Toll Free  
Address 2511 Frederick Douglass Boulevard, New York, New York 10030  
Website <http://www.operationhope.org>

Agency Name: STRYCKER'S BAY NEIGHBORHOOD COUNCIL, INC  
Phone 212-874-7272  
Toll Free  
Address 81 West 87th Street, Lower Level, New York, New York 10024  
Website [www.strickersbay.org](http://www.strickersbay.org)

Agency Name: UNITED JEWISH COUNCIL OF THE EAST SIDE, INC  
Phone: 212-233-6037-101  
Toll Free:  
Address: 236 East Broadway, New York, New York 10002  
Website n/a

Agency Name: WEST HARLEM GROUP ASSISTANCE, INCORPORATED  
Phone: 212-852-1399-26  
Toll Free  
Address: 500 West 134th Street, New York, New York 10031  
Website [www.whganc.org](http://www.whganc.org)

Agency Name: NIAGARA FALLS NEIGHBORHOOD HOUSING SERVICES  
Phone: 716-285-7778  
Toll Free:  
Address 479 16th Street, Niagara Falls, New York 14303  
Website <http://www.aske.com>

Agency Name: OPPORTUNITIES FOR CHENANGO, INC  
Phone 607-336-2101  
Toll Free  
Address PO Box 470 Norwich, New York 13815-0470  
Website <http://www.ofcnc.org>

Agency Name: OSWEGO HOUSING DEVELOPMENT COUNCIL, INC  
Phone 315-626-4520  
Toll Free 866-706-2679  
Address: 2944 E Main Street PARISH, New York 13131-4117  
Website [www.ofdcnc.org](http://www.ofdcnc.org)

Agency Name: COMMUNITY HOUSING INNOVATIONS, INC  
Phone 631-475-6390  
Toll Free  
Address 55 Medford Avenue, Suite B, Patchogue, New York 11772  
Website n/a

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.  
Phone 631-289-2124-112  
Toll Free  
Address: 31 West Main Street, Suite 300, Patchogue, New York 11772  
Website <http://www.eocsuffolk.com>



Agency Name: KELKA HOUSING COUNCIL  
Phone: 315-536-8707  
Toll Free:  
Address: 160 Main Street, Penn Yan, New York 14527  
Website: <http://www.asde.com>

Agency Name: ORANGE COUNTY RURAL DEVELOPMENT ADVISORY CORP  
Phone: 845-714-4588  
Toll Free:  
Address: 2 South Montgomery St WALDEN, New York 12586-1121  
Website: <http://www.asde.com>

Agency Name: HOUSING ASSISTANCE PROGRAM OF ESSEX COUNTY  
Phone: 518-873-6888  
Toll Free:  
Address: PO Box 157 Elizabethtown, New York 12932-0157  
Website: <http://www.asde.com>

Agency Name: HUMAN DEVELOPMENT SERVICES OF WESTCHESTER, INC  
Phone: 914-939-2005-1103  
Toll Free:  
Address: 28 Ades Street, P.O. Box 110, Port Chester, New York 10573  
Website: [www.HDSW.org](http://www.HDSW.org)

Agency Name: HUDSON RIVER HOUSING  
Phone: 845-454-8288  
Toll Free:  
Address: 291 Mill Street, Poughkeepsie, New York 12601  
Website: <http://HUDSONRIVERHOUSING.ORG>

Agency Name: ALBANY COUNTY RURAL HOUSING ALLIANCE, INC  
Phone: 518-756-3656  
Toll Free:  
Address: Faith Plaza, Route 9W, PO Box 58, Ravena, New York 12143  
Website: <http://WWW.ACRA.ORG>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC  
Phone: 631-289-2124-112  
Toll Free: 800-300-4362  
Address: Riverhead Family Development Center, 733 East Main Street, Riverhead, New York 11901  
Website: [www.eoc-suffolk.com](http://www.eoc-suffolk.com)

Agency Name: BISHOP SHEEN ECUMENICAL HOUSING FOUNDATION  
Phone: 585-461-4283  
Toll Free:  
Address: 935 East Avenue, Suite 300, Rochester, New York 14607-2216  
Website: <http://www.sheenhousing.org>

Agency Name: CCCS OF ROCHESTER, INC  
Phone: 585-646-3440  
Toll Free: 888-724-2227  
Address: 1000 University Avenue, Suite 900, Rochester, NY 14607-1286  
Website: <http://www.cccsofrochester.org>

Agency Name: HOUSING COUNCIL IN MONROE COUNTY, INCORPORATE  
Phone: 585-546-3700-3022  
Toll Free:  
Address: 75 College Avenue, Suite 412, Rochester, New York 14607  
Website: <http://www.thehousingcouncil.org>

Agency Name: MARKETVIEW HEIGHTS ASSOCIATION, INC  
Phone: 585-423-1540  
Toll Free:  
Address: 388 North Street, Rochester, New York 14605  
Website: <http://www.marketviewheights.org>

Agency Name: URBAN LEAGUE OF ROCHESTER  
Phone: 585-325-6530-3020  
Toll Free:  
Address: 285 North Clinton Avenue, Rochester, New York 14605  
Website: <http://www.ULR.org>

Agency Name: FAMILY AND CHILDREN'S ASSOCIATION  
Phone: 516-485-3426-221  
Toll Free:  
Address: 510 Hempstead Tpke, Suite 202 W HEMPSTEAD, New York 11552-1152  
Website: [www.familyandchildrens.org](http://www.familyandchildrens.org)

Agency Name: BETTER NEIGHBORHOODS, INCORPORATED

Phone 518-372-6469  
Toll Free  
Address: 966 Albany Street, Schenectady, New York 12307  
Website <http://www.better-neighborhoods.org>

Agency Name WESTERN CATSKILLS COMMUNITY REVITALIZATION COUNCIL, INC  
Phone: 607-662-2823  
Toll Free  
Address: 70 Main Street Stamford, New York 12167  
Website <http://www.westerncatskills.org>

Agency Name NYC COMM ON HUMAN RIGHTS - STATEN ISLAND COMMUNITY SERVICE CENTER  
Phone: 718-390-8586  
Toll Free  
Address: 60 Bay Street, 7th Floor, Staten Island, New York 10301  
Website <http://nyc.gov>

Agency Name COOPERATIVE FEDERAL CREDIT UNION  
Phone 315-476-5290  
Toll Free  
Address: 723 Westcott Street, Syracuse, New York 13210  
Website <http://www.cooperativefederal.org>

Agency Name HOME HEADQUARTERS, INC  
Phone 315-474-1939-283  
Toll Free  
Address: 990 James Street, Suite 100, Syracuse, New York 13203  
Website <http://www.homcho.org>

Agency Name: NORTHEAST HAWLEY DEVELOPMENT ASSOCIATION, INC  
Phone: 315-426-1032  
Toll Free.  
Address: 101 Gertrude Street, Syracuse, New York 13203-2417  
Website: <http://www.nahda.org>

Agency Name RENSSELAER COUNTY HOUSING RESOURCES  
Phone 518-690-0020-222  
Toll Free  
Address: 415 River Street, 2nd Floor, Troy, New York 12180  
Website [inonline.org](http://inonline.org)

Agency Name TROY REHABILITATION AND IMPROVEMENT PROGRAM  
Phone 518-690-0020-222  
Toll Free  
Address: 415 River Street 2nd Floor Troy, New York 12180  
Website [inonline.org](http://inonline.org)

Agency Name UNHS NEIGHBORWORKS HOMEOWNERSHIP CENTER  
Phone: 315-724-4187  
Toll Free  
Address: 1811 Genesee Street, Utica, New York 13501  
Website <http://www.unhs.com>

Agency Name NEIGHBORS OF WATERTOWN, INC  
Phone 315-782-8497  
Toll Free  
Address: 112 Franklin Street, Watertown, New York 13601  
Website <http://www.asia.com>

Agency Name CCCS OF BUFFALO, INC  
Phone: 716-712-2060  
Toll Free: 800-926-9685  
Address: 40 Gardenwile Parkway, Suite 300, West Seneca, New York 14224  
Website <http://www.cccsbuffalo.org>

Agency Name COMMUNITY HOUSING INNOVATIONS, INC  
Phone 914-683-1010  
Toll Free  
Address: 190 East Post Road, Suite 401, White Plains, New York 10601  
Website [www.chinnov.org](http://www.chinnov.org)

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES, INCORPORATED  
Phone: 914-428-4507  
Toll Free: 877-976-4966  
Address: 470 Mamaroneck Avenue, Suite 410, White Plains, New York 10605-1830  
Website <http://www.wrcinc.org>

Agency Name NEIGHBORHOOD HOUSING SERVICES OF NORTHERN QUEENS  
Phone 718-457-1017  
Toll Free.

Address 60-20 Woodside Avenue, Woodside, New York 11377  
Website [www.nhsnorthernqueens.org](http://www.nhsnorthernqueens.org) and [www.nhsnyc.org](http://www.nhsnyc.org)

Agency Name WYANDANCH COMMUNITY DEVELOPMENT CORPORATION  
Phone: 631-253-0139  
Toll Free:  
Address: 59 Cumberbach Street, Wyandanch, New York 11708-3325  
Website: <http://www.wyandanchcdc.org>

Agency Name WESTCHESTER RESIDENTIAL OPPORTUNITIES INCORPORATED  
Phone 914-207-1753-1754  
Toll Free 877-976-4968  
Address 164 Ashburton Avenue, 3rd Floor, Yonkers, New York 10701  
Website: [www.wromc.org](http://www.wromc.org)

Agency Name CLEARPOINT FINANCIAL SOLUTIONS  
Phone: 518-482-2227  
Toll Free 315-474-6026  
Address 2 Computer Dr W Albany, New York 12205+1622  
Website: <http://www.clearpointccs.org>

Agency Name CORNELL COOPERATIVE EXTENSION  
Phone: 518-885-6995-229  
Toll Free 800-443-0167  
Address 60 W High St BALLSTON SPA, New York 12020-1979  
Website: <http://www.ccesaratoga.org>

Agency Name CLEARPOINT FINANCIAL SOLUTIONS  
Phone 607-723-2674  
Toll Free 315-474-6026  
Address  
49 Court St The Metro Center Binghamton, New York 13901+3274  
Website: <http://www.clearpointccs.org>

Agency Name: GREENPATH DEBT SOLUTIONS  
Phone: 888-860-4167  
Toll Free:  
Address 175 Remsen St Suite 1102 BROOKLYN, New York 11201-4333  
Website: <http://www.greenpath.com>

Agency Name NEIGHBORHOOD HOUSING SERVICES OF SOUTH BUFFALO, INC  
Phone: 716-823-3630  
Toll Free  
Address 1937 S Park Ave Buffalo, New York 14220+1852  
Website: <http://www.asite.com>

Agency Name WEST SIDE NEIGHBORHOOD HOUSING SERVICES, INC  
Phone 716-885-2344  
Toll Free  
Address 359 Connecticut St Buffalo, New York 14213+2547  
Website: <http://www.asite.com>

Agency Name ITHACA NEIGHBORHOOD HOUSING SERVICES, INC.  
Phone 607-277-4500  
Toll Free:  
Address 115 W Clinton St Ithaca, New York 14850+5636  
Website: <http://www.asite.com>

Agency Name GREENPATH DEBT SOLUTIONS  
Phone 888-860-4167  
Toll Free  
Address 380 North Broadway Suite 304 JERICHO, New York 11753-2115  
Website: <http://www.greenpath.com>

Agency Name: GREENPATH DEBT SOLUTIONS  
Phone 888-860-4167  
Toll Free  
Address 80-02 Kew Gardens Road Suite 710 KEW GARDENS, New York 11415-3600  
Website: <http://www.greenpath.com>

Agency Name CHAUTAUQUA HOME REHABILITATION AND IMPROVEMENT CORP. (CHRIC)  
Phone 716-753-4660  
Toll Free  
Address 2 Academy St Mayville, New York 14757+1033  
Website: <http://www.asite.com>

Agency Name GREENPATH DEBT SOLUTIONS  
Phone 888-860-4167  
Toll Free  
Address One Penn Plaza, 250 West 34th St Suite 2108 NEW YORK, New York 10119-0002

Website <http://www.greenpath.com>

Agency Name NEIGHBORWORKS ROCHESTER  
Phone 565-325-4170-326  
Toll Free  
Address 570 South Ave ROCHESTER, New York 14620-1337  
Website <http://www.nw.org>

Agency Name HOUSING ACTION COUNCIL  
Phone 914-332-4144  
Toll Free  
Address 65 S Broadway Tarrytown, New York 10591+4000  
Website <http://www.haac.com>

Agency Name CLEARPOINT FINANCIAL SOLUTIONS  
Phone 315-797-5366  
Toll Free 315-474-6026  
Address 289 Genesee St Utica, New York 13601+3823  
Website <http://www.clearpointccs.org>

Agency Name CLEARPOINT FINANCIAL SOLUTIONS  
Phone 315-788-2227  
Toll Free 804-772-6894  
Address 215 Washington St Watertown, New York 13601+3329  
Website <http://www.clearpointccs.org>

Agency Name GREENPATH DEBT SOLUTIONS  
Phone 888-860-4167  
Toll Free  
Address One Baker Ave Suite 420 WHITE PLAINS, New York 10601-1517  
Website <http://www.greenpath.com>

Agency Name ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.  
Phone 631-289-2124-112  
Toll Free 800-300-4362  
Address COBRA Office 357 Broadway, Suite 4 Amityville, New York 11701  
Website [www.eoc.suffolk.com](http://www.eoc.suffolk.com)

Agency Name ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC  
Phone 631-289-2124-112  
Toll Free: 800-300-4362  
Address E O C of Suffolk Counseling Center 25 Fourth Avenue Bay Shore, New York 11706  
Website [www.eoc.suffolk.com](http://www.eoc.suffolk.com)

Agency Name WEST HARLEM GROUP ASSISTANCE, INCORPORATED  
Phone 212-862-1399-39  
Toll Free  
Address 1652 Amsterdam Avenue NEW YORK CITY, New York 10031-6166  
Website [www.whganc.org](http://www.whganc.org)

Agency Name CLEARPOINT FINANCIAL SOLUTIONS  
Phone 315-474-6026  
Toll Free 315-474-6026  
Address:  
5794 Widewaters Pkwy 2nd Floor Syracuse, New York 13214+1845  
Website <http://www.clearpointccs.org>

Agency Name BELLPORT, HAGERMAN, EAST PATCHOGUE ALLIANCE, INC  
Phone 631-286-9236  
Toll Free  
Address 1492 montauk hwy, BELLPORT, New York 11713-1902  
Website <http://www.clearpointccs.org>

Agency Name LA FUERZA UNIDA, INC -LONG ISLAND  
Phone 516-759-0788-25  
Toll Free  
Address 1 School St. Suite 302 GLEN COVE, New York 11542-2545  
Website

Agency Name ALBANY COUNTY RURAL HOUSING ALLIANCE, INC.  
Phone 518-765-2425  
Toll Free  
Address 24 Martin Rd Voorheesville, New York 12186-4814



*Ocwen Loan Servicing, LLC*  
*PO Box 780*  
*Waterloo IA 50704-0780*  
HELPING HOMEOWNERS IS WHAT WE DO!<sup>TM</sup>  
OCWEN.MORTGAGEBANKSITE.COM

3/6/2013

PAUL V SHARPE

952 E 226TH ST

BRONX NY 10466

LAST KNOWN ADDRESS

Loan Number: 7437827405  
Property Address: 952 E 226TH ST

BRONX NY 10466

Dear: PAUL V SHARPE

**YOU COULD LOSE YOUR HOME. PLEASE READ THE FOLLOWING  
NOTICE CAREFULLY**

As of 3/6/2013, your home loan is 460 days in default. Under New York State law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of 50348.64 dollars by 6/4/2013.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free or very low-cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty.

3/6/2013

Account Number 7437827405

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Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at 1-800-850-4622 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If this matter is not resolved within 90 days from the date this notice was mailed, we may commence legal action against you or sooner if you cease to live in the dwelling as your primary residence. If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-877-226-5697 or visit the department's website at

[HTTP://WWW.DFS.NY.GOV](http://www.dfs.ny.gov)

COLLECTIONS DEPARTMENT  
Ocwen Loan Servicing, LLC

Notice: This is an attempt to collect on a debt and any information obtained will be used for that purpose only.

If you have filed for bankruptcy or if you have been discharged of your personal liability for repayment of this debt by order of the bankruptcy court, this letter is being provided for informational purposes only, is not an attempt to collect the debt from you personally and applies only to our rights with regard to the property.

## HUD APPROVED HOUSING COUNSELING AGENCIES

Agency Name AFFORDABLE HOUSING PARTNERSHIP  
 Phone 518-434-1730  
 Toll Free  
 Address: 255 Orange Street, Albany, New York 12210  
 Website <http://www.eslc.com>

Agency Name NY STATE OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES (OPWDD)  
 Phone 518-473-1973  
 Toll Free  
 Address: 44 Holland Avenue, Albany, New York 12229-0001  
 Website <http://www.opwdd.ny.gov>

Agency Name UNITED TENANTS OF ALBANY, INCORPORATED  
 Phone 518-436-8997  
 Toll Free  
 Address: United Tenants of Albany, 33 Clinton Avenue, Albany, NY 12207,  
 Catholic Charities of the Albany Diocese, 40 N. Main Avenue Albany, New York 12207  
 Website <http://www.untententantsalbanyny.org>

Agency Name: TOWN OF EAST HAMPTON-OFFICE OF HOUSING & COMMUNITY DEVELOPMENT  
 Phone: 631-267-7896  
 Toll Free  
 Address: 267 Bluff Road Amagansett, New York 11830  
 Website <http://www.town-east-hampton.ny.us>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC  
 Phone: 631-289-2124-112  
 Toll Free: 800-300-4362  
 Address: Amityville/Copliague/Farmingdale/ ACE Family Development Center, 48 Cedar Road Amityville, New York 11701  
 Website: [www.eoc-suffolk.com](http://www.eoc-suffolk.com)

Agency Name ALLEGANY COUNTY COMMUNITY OPPORTUNITIES AND RURAL DEVELOPMENT (ACCORD) CORP.  
 Phone 585-288-7695-1044  
 Toll Free  
 Address: 84 Schuyler Street, P.O. Box 573, Belmont, New York 14813-1051  
 Website <http://www.accordcorp.org>

Agency Name STEUBEN CHURCHPEOPLE AGAINST POVERTY, INC D/B/A ARBOR HOUSING AND DEVELOPMENT  
 Phone 607-562-2477  
 Toll Free  
 Address: 143 Hibbard Rd. PO Box 451 Big Flats, New York 14814  
 Website <http://www.metrointerfaith.org>

Agency Name METRO-INTERFAITH SERVICES, INCORPORATED  
 Phone: 607-723-0723  
 Toll Free  
 Address: 21 New Street, Binghamton, New York 13903  
 Website <http://www.metrointerfaith.org>

Agency Name BISHOP SHEEN ECUMENICAL HOUSING FOUNDATION  
 Phone 585-657-4114  
 Toll Free:  
 Address: PO Box 460, Bloomfield, New York 14469  
 Website <http://www.sheenhousing.org>

Agency Name LONG ISLAND HOUSING SERVICES, INCORPORATED  
 Phone 631-467-5111-311  
 Toll Free: 800-660-6820  
 Address: 640 Johnson Avenue, Suite 8 Bohemia, New York 11716-2624  
 Website <http://www.LIEarthousing.org>

Agency Name NEIGHBORHOOD HOUSING SERVICES OF NORTH BRONX  
 Phone: 718-861-1180  
 Toll Free  
 Address: 1178 East Gun Hill Road, Bronx, New York 10469  
 Website [www.nhsnyo.org](http://www.nhsnyo.org)

Agency Name NEIGHBORHOOD HOUSING SERVICES OF SOUTH BRONX  
 Phone: 718-892-5979  
 Toll Free  
 Address: Concourse Plaza, 200 East 161st Street, Bronx, New York 10452  
 Website [www.nhsnyc.org](http://www.nhsnyc.org)

Agency Name NEW YORK CITY COMMISSION ON HUMAN RIGHTS  
 Phone: 718-579-6900  
 Toll Free  
 Address: 1932 Arthur Avenue, Suite 203A, Bronx, New York 10457  
 Website: <http://www.nyc.gov/cchr>

Agency Name ASIAN AMERICANS FOR EQUALITY  
Phone 718-686-8223  
Toll Free  
Address 607 48th Street, Brooklyn, New York 11220  
Website [www.aafe.org](http://www.aafe.org)

Agency Name BROOKLYN HOUSING AND FAMILY SERVICES  
Phone 710-435-7585  
Toll Free  
Address 415 Albermarle Road, Brooklyn, New York 11218  
Website <http://www.asfa.com>

Agency Name BROOKLYN NEIGHBORHOOD IMPROVEMENT ASSOCIATION  
Phone 718-773-4116-11  
Toll Free  
Address 1462 Saint Johns Place, Suite 1F, Brooklyn, New York 11213-3929  
Website n/a

Agency Name CAMBA - CHURCH AVENUE MERCHANTS BLOCK ASSOCIATION, INC.  
Phone 718-287-0010  
Toll Free  
Address: 1720 Church Avenue BROOKLYN, New York 11226-2630  
Website <http://www.camba.org>

Agency Name: CYPRESS HILLS LOCAL DEVELOPMENT CORPORATION  
Phone 718-647-8100  
Toll Free:  
Address 625 Jamaica Avenue, Brooklyn, New York 11208  
Website: <http://www.asfa.com>

Agency Name: CYPRESS HILLS LOCAL DEVELOPMENT CORPORATION  
Phone: 718-647-8100  
Toll Free  
Address: 3214 Fulton Street, Brooklyn, New York 11208-1908  
Website <http://www.cypresshills.org>

Agency Name: GROW BROOKLYN, INC.  
Phone: 718-418-8232-202  
Toll Free:  
Address 1474 Myrtle Avenue, Brooklyn, New York 11237  
Website <http://www.brooklyn.coop>

Agency Name MHANY MANAGEMENT, INC . A MUTUAL HOUSING ORGANIZATION  
Phone: 718-246-8060-239  
Toll Free  
Address 24 News Street, 2nd Floor, Brooklyn, New York 11217  
Website [www.mutualhousingny.org](http://www.mutualhousingny.org)

Agency Name MONEY MANAGEMENT INTERNATIONAL, INC BROOKLYN, NY  
Phone 866-232-9080  
Toll Free 866-232-9080  
Address: 26 Court Street, Suite 1801, Brooklyn, New York 11241  
Website <http://www.moneymanagement.org>

Agency Name NEIGHBORHOOD HOUSING SERVICES OF BEDFORD-STUYVESANT  
Phone: 718-919-2100  
Toll Free  
Address 1012 Gates Avenue, Brooklyn, New York 11221  
Website [www.nhsny.org](http://www.nhsny.org)

Agency Name NEIGHBORHOOD HOUSING SERVICES OF EAST FLATBUSH  
Phone 718-469-4679  
Toll Free  
Address: 2806 Church Avenue, Brooklyn, New York 11226  
Website [www.nhsny.org/eastflatbush](http://www.nhsny.org/eastflatbush)

Agency Name NEIGHBORS HELPING NEIGHBORS, INC  
Phone 718-237-2017-151  
Toll Free  
Address 621 DeGraw Street BROOKLYN, New York 11217-3120  
Website <http://www.nhnhome.org>

Agency Name: NEW YORK CITY COMMISSION ON HUMAN RIGHTS  
Phone: 718-722-3130  
Toll Free  
Address 275 Livingston Street, 2nd Floor, Brooklyn, New York 11217  
Website <http://www.nyc.gov/ochr>

Agency Name PRATT AREA COMMUNITY COUNCIL



Phone 718-783-3549  
Toll Free.  
Address: 1224 Bedford Avenue, Brooklyn, New York 11216  
Website: n/a

Agency Name: RIDGEWOOD BUSHWICK SENIOR CITIZENS COUNCIL INC.  
Phone 718-300-3800  
Toll Free  
Address: 555 Bushwick Avenue BROOKLYN, New York 11206-4657  
Website: [http://www.rbscc.org/default.asp?menu1\\_id=35](http://www.rbscc.org/default.asp?menu1_id=35)

Agency Name: ST NICHOLAS NEIGHBORHOOD PRESERVATION CORPORATION  
Phone 718-388-2233  
Toll Free  
Address: 2 Kingsland Ave Brooklyn, New York 11211+1695  
Website: <http://stnicksalliance.org>

Agency Name: BELMONT HOUSING RESOURCES FOR WNY, INCORPORATED  
Phone 716-884-7791-114  
Toll Free 800-838-0335  
Address: 1195 Main Street, Buffalo, New York 14209-2196  
Website: <http://www.belmonthousingwny.com/>

Agency Name: BUFFALO URBAN LEAGUE, INC  
Phone 716-250-2400  
Toll Free 866-375-0408  
Address: 15 Genesee Street, Buffalo, New York 14203-1406  
Website: <http://www.buffalourbanleague.org>

Agency Name: NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA) BUFFALO, NY  
Phone 716-834-6222  
Toll Free 888-297-5568  
Address: 1094 Heriel Avenue, Buffalo, New York 14216  
Website: Buffalo, New York 14216

Agency Name: ST. LAWRENCE COUNTY HOUSING COUNCIL, INC  
Phone: 315-386-8576  
Toll Free  
Address: 19 Main Street, Canton, New York 13617  
Website: <http://www.ncco.org>

Agency Name: PUTNAM COUNTY HOUSING CORPORATION  
Phone 845-225-8493  
Toll Free  
Address: 11 Seminary Hill Road, Carmel, New York 10512  
Website: <http://www.astle.com>

Agency Name: COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND  
Phone 631-471-1216-144  
Toll Free  
Address: 2100 Middle Country Road, Suite 300, Centereach, New York 11720  
Website: <http://www.cdcl.org>

Agency Name: ALBANY COUNTY RURAL HOUSING ALLIANCE, INC  
Phone: 518-235-3920  
Toll Free  
Address: 10 Cayuga Plaza, PO Box 83, Cohoes, New York 12047DD  
Website: <http://www.acrha.org>

Agency Name: CORTLAND HOUSING ASSISTANCE COUNCIL, INC  
Phone 607-753-8271-15  
Toll Free  
Address: 36 Taylor Street, Cortland, New York 13045  
Website: <http://www.cortlandhousing.org>

Agency Name: CHAUTAUQUA OPPORTUNITIES, INCORPORATED  
Phone 716-661-8430-221  
Toll Free  
Address: 17 W Courtney Street, Dunkirk, New York 14048-2754  
Website: <http://www.chautauquopportunities.com>

Agency Name: AMERICAN DEBT RESOURCES  
Phone 631-812-8542-110  
Toll Free 800-498-0786  
Address: 248C Larkfield Road, East Northport, New York 11731  
Website: <http://www.americaadbtresources.com>

Agency Name: CATHOLIC CHARITIES, ELMIRA, NY  
Phone: 607-734-9784-2132  
Toll Free

Address 215 East Church Street, Elmira, New York 14901-2743  
Website: [www.cs-cc.org](http://www.cs-cc.org)

Agency Name: MARGERT COMMUNITY CORPORATION  
Phone: 718-471-3724  
Toll Free  
Address 325 Beach 37th Street, Far Rockaway, New York 11691-1510  
Website: <http://www.margert.org>

Agency Name: ROCKAWAY DEVELOPMENT AND REVITALIZATION CORPORATION  
Phone: 718-327-5300-227  
Toll Free  
Address 1820 Motl Avenue, Suite 2, Far Rockaway, New York 11691-4102  
Website: <http://www.rdrcc.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY  
Phone: 718-961-0888  
Toll Free  
Address 133-04 39th Avenue, Flushing, New York 11354  
Website: [www.aafes.org](http://www.aafes.org)

Agency Name: NEW YORK CITY COMMISSION ON HUMAN RIGHTS  
Phone: 718-888-8162  
Toll Free  
Address: 136-58 39th Avenue, Room 305, Flushing, New York 11354  
Website: <http://www.nycchr.org>

Agency Name: COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND  
Phone: 516-867-7727  
Toll Free  
Address: 333 North Main Street FREEPORT, New York 11520-1231  
Website: <http://www.cdcl.org>

Agency Name: FULTON COMMUNITY DEVELOPMENT AGENCY  
Phone: 315-593-7166  
Toll Free  
Address 125 West Broadway, Fulton, New York 13069  
Website: <http://www.fultoncd.org>

Agency Name: HOUSING HELP, INCORPORATED  
Phone: 631-754-0373  
Toll Free  
Address: 91-101 Broadway, Suite 6, Greenvale, New York 11740  
Website: <http://www.housinghelp.net>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC  
Phone: 631-269-2124-112  
Toll Free: 800-300-4362  
Address: Greenport Family Development Center, 421 First Street, Suite 1, Greenport, New York 11944  
Website: [www.eoc-suffolk.com](http://www.eoc-suffolk.com)

Agency Name: NORTH FORK HOUSING ALLIANCE, INCORPORATED  
Phone: 631-477-1070  
Toll Free  
Address: 116 South St Greenport, New York 11944-1619  
Website: <http://nfsd.gov>

Agency Name: DELAWARE OPPORTUNITIES, INCORPORATED  
Phone: 607-746-1650-654  
Toll Free:  
Address: 35430 State Highway 10, Hamden, New York 13782  
Website: <http://delawareopportunities.org>

Agency Name: DEBT COUNSELING CORP  
Phone: 631-582-4300  
Toll Free  
Address: 3033 Express Drive North, Hauppauge, New York 11749-5309  
Website: [www.DebtCounselingCorp.org](http://www.DebtCounselingCorp.org)

Agency Name: GREENPATH, INC  
Phone: 888-860-4167  
Toll Free: 888-860-4167  
Address: 1390 Veterans Memorial Highway, Suite 330, Hauppauge, New York 11788  
Website: [www.greenpath.com](http://www.greenpath.com)

Agency Name: LONG ISLAND HOUSING PARTNERSHIP, INC  
Phone: 631-435-4710  
Toll Free  
Address: 180 Oser Avenue, Suite 800 Hauppauge, New York 11788  
Website: <http://www.lihp.org>

Agency Name: SAFEGUARD CREDIT COUNSELING, INC.  
Phone: 631-930-9158  
Toll Free: 800-673-0993  
Address: 112 Parkway Drive, South Hauppauge, New York 11788  
Website: [www.safeguardcredit.org](http://www.safeguardcredit.org)

Agency Name: COUNTY OF NASSAU ECONOMIC DEVELOPMENT -  
OFFICE OF HOUSING & INTERGOVERNMENTAL AFFAIRS  
Phone: 516-572-1903  
Toll Free:  
Address: 40 Main Street, Suite B, Hempstead, New York 11550  
Website: <http://www.nassaucountyny.gov>

Agency Name: FAMILY AND CHILDREN'S ASSOCIATION  
Phone: 516-262-1300-2282  
Toll Free:  
Address: 336 Fulton Avenue HEMPSTEAD, New York 11550-3907  
Website: [www.familyandchildrens.org](http://www.familyandchildrens.org)

Agency Name: HOUSING RESOURCES OF COLUMBIA COUNTY, INC  
Phone: 518-822-0707-13  
Toll Free:  
Address: 252 Columbia Street, Hudson, New York 12534-2509  
Website: <http://www.housingresources.org>

Agency Name: ALTERNATIVES FEDERAL CREDIT UNION  
Phone: 607-216-3416  
Toll Free:  
Address: 125 North Fulton Street, Ithaca, New York 14850  
Website: <http://www.altfnvcs.org>

Agency Name: BETTER HOUSING FOR TOMPKINS COUNTY, INC  
Phone: 607-273-2107  
Toll Free:  
Address: 950 Danby Road, Suite 102, Ithaca, New York 14850  
Website: <http://www.betterhousinginc.org>

Agency Name: CHHAYA COMMUNITY DEVELOPMENT CORPORATION  
Phone: 718-478-3848  
Toll Free:  
Address: 37-43 77th Street, 2nd Floor, Jackson Heights, New York 11372  
Website: <http://www.chhayacdc.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF JAMAICA  
Phone: 718-291-7400  
Toll Free:  
Address: 8970 162nd Street, Jamaica, New York 11432  
Website: [www.nhsj.org](http://www.nhsj.org)

Agency Name: CHAUTAUQUA OPPORTUNITIES, INCORPORATED  
Phone: 716-661-9430  
Toll Free:  
Address: 402 Chandler Street, Jamestown, New York 14701-4705  
Website: <http://www.chautauquopportunities.com>

Agency Name: FRIENDS OF THE NORTH COUNTRY  
Phone: 518-834-8606  
Toll Free:  
Address: Mill Street, PO Box 446, Keesville, New York 12944  
Website: <http://www.asite.com>

Agency Name: RURAL ULSTER PRESERVATION COMPANY  
Phone: 845-331-2140-207  
Toll Free:  
Address: 289 Fair Street, Kingston, New York 12401  
Website: <http://www.asite.com>

Agency Name: SOUTHERN HILLS PRESERVATION CORPORATION  
Phone: 315-677-3863-201  
Toll Free:  
Address: 2383 Route 11, Unit 1, LaFayette, New York 13094  
Website: <http://www.southernhillspc.org>

Agency Name: COMMUNITY ACTION IN SELF HELP, INCORPORATED  
Phone: 315-946-6992  
Toll Free:  
Address: 48 Water Street, Lyons, New York 14489  
Website: <http://www.cashmc.org>  
Agency Name: FRANKLIN COUNTY COMMUNITY HOUSING COUNCIL

Phone: 510-403-5834  
Toll Free.  
Address: 337 West Main Street, Malone, New York 12953  
Website: n/a

Agency Name: KRYAS JOEL COMMUNITY HOUSING DEVELOPMENT ORG  
Phone: 845-782-7790  
Toll Free  
Address: 51 Forest Road, Surle 360, Monroe, New York 10950-2948  
Website: n/a

Agency Name: RURAL SULLIVAN HOUSING CORPORATION  
Phone: 845-794-0348  
Toll Free  
Address: 33 Lakewood Avenue, Monticello, New York 12701-1128  
Website: <http://www.asite.com>

Agency Name: COMMUNITY ACTION PROGRAM FOR MADISON COUNTY  
Phone: 315-684-3144-20  
Toll Free: 800-721-2271  
Address: PO Box 249 MORRISVILLE, New York 13406-0249  
Website: <http://www.capmadcp.org>

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES, INCORPORATED  
Phone: 914-666-4424  
Toll Free:  
Address: 144 North 6th Avenue, MT Vernon, New York 10550  
Website: [www.wrodc.org](http://www.wrodc.org)

Agency Name: ROCKLAND HOUSING ACTION COALITION  
Phone: 845-708-5799  
Toll Free:  
Address: 128-126 North Main Street, Annex First Floor, New City, New York 10956  
Website: [rnochomes.org](http://rnochomes.org)

Agency Name: ABYSSINIAN DEVELOPMENT CORPORATION  
Phone: 646-442-6545  
Toll Free  
Address: 4 W. 125 Street, New York, New York 10027  
Website: <http://www.adcorp.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY  
Phone: 212-964-2288  
Toll Free  
Address: 111 Division Street, New York, New York 10002-0000  
Website: <http://www.aafecdf.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY  
Phone: 212-979-8381-107  
Toll Free  
Address: 108-110 Norfolk Street, New York, New York 10002  
Website: <http://www.aafe.org>

Agency Name: HARLEM COMMUNITY DEVELOPMENT CORPORATION  
Phone: 212-961-4100  
Toll Free  
Address: 163 West 125th Street, 17th Floor, New York, New York 10027  
Website: <http://www.harlemcdc.com>

Agency Name: HARLEM CONGREGATIONS FOR COMMUNITY IMPROVEMENT  
Phone: 212-281-4887-131  
Toll Free  
Address: 2854 Frederick Douglass Boulevard, New York, New York 10039  
Website: <http://www.asite.com>

Agency Name: HOUSING CONSERVATION COORDINATORS INC (HCC)  
Phone: 212-541-5996-11  
Toll Free:  
Address: 777 Tenth Avenue, New York, New York 10019  
Website: <http://www.hcc-nyc.org>

Agency Name: HOUSING PARTNERSHIP DEVELOPMENT CORP.  
Phone: 646-217-3392  
Toll Free  
Address: 242 W 36th St Frnt 3 NEW YORK, New York 10018-8977  
Website: <http://www.asite.com>

Agency Name: NAZARETH HOUSING INC  
Phone: 212-777-1010-12  
Toll Free

Address 518 East 11th Street, New York, New York 10009  
Website <http://www.nazarethhousingnyc.org>

Agency Name NEIGHBORHOOD HOUSING SERVICES OF NEW YORK CITY (NHS OF NYC)  
Phone: 212-519-2500  
Toll Free:  
Address 307 West 36th Street, 12 Floor, New York, New York 10018-6495  
Website <http://www.nhsnyc.org>

Agency Name NEIGHBORHOOD HOUSING SERVICES OF NEW YORK CITY - HOMEOWNERSHIP CENTER 1  
Phone 718-732-8100  
Toll Free:  
Address 306 West 37th Street, 12th Floor, New York, New York 10018  
Website [www.nhsnyc.org](http://www.nhsnyc.org)

Agency Name NEW YORK CITY COMMISSION ON HUMAN RIGHTS  
Phone 212-306-7560  
Toll Free  
Address: 40 Rector Street, New York, New York 10006  
Website <http://www.cchr.nyc.gov>

Agency Name NORTHERN MANHATTAN IMPROVEMENT CORPORATION  
Phone 212-822-8300  
Toll Free  
Address 76 Wadsworth Avenue, New York, New York 10033  
Website <http://www.nmic.org>

Agency Name OPERATION HOPE, INC  
Phone 917-477-2600  
Toll Free  
Address 2511 Frederick Douglass Boulevard, New York, New York 10030  
Website <http://www.operationhope.org>

Agency Name STRYCKER'S BAY NEIGHBORHOOD COUNCIL, INC  
Phone 212-874-7272  
Toll Free  
Address 61 West 87th Street, Lower Level, New York, New York 10024  
Website [www.stryckersbay.org](http://www.stryckersbay.org)

Agency Name UNITED JEWISH COUNCIL OF THE EAST SIDE, INC  
Phone 212-233-6037-101  
Toll Free  
Address: 235 East Broadway, New York, New York 10002  
Website n/a

Agency Name WEST HARLEM GROUP ASSISTANCE, INCORPORATED  
Phone 212-862-1399-26  
Toll Free:  
Address: 500 West 134th Street, New York, New York 10031  
Website [www.wfgainc.org](http://www.wfgainc.org)

Agency Name NIAGARA FALLS NEIGHBORHOOD HOUSING SERVICES  
Phone 716-285-7778  
Toll Free  
Address 479 16th Street, Niagara Falls, New York 14303  
Website <http://www.asite.com>

Agency Name OPPORTUNITIES FOR CHENANGO, INC.  
Phone: 607-336-2101  
Toll Free:  
Address PO Box 470 Norwich, New York 13815-0470  
Website <http://www.ofcinc.org>

Agency Name OSWEGO HOUSING DEVELOPMENT COUNCIL, INC  
Phone 315-626-4520  
Toll Free 866-706-2679  
Address 2944 E. Main Street PARISH, New York 13131-4117  
Website [www.ohdcinc.org](http://www.ohdcinc.org)

Agency Name COMMUNITY HOUSING INNOVATIONS, INC  
Phone 631-475-8390  
Toll Free  
Address 55 Medford Avenue, Suite B, Patchogue, New York 11772  
Website n/a

Agency Name ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.  
Phone: 631-289-2124-112  
Toll Free:  
Address 31 West Main Street, Suite 300, Patchogue, New York 11772  
Website <http://www.eoc-suffolk.com>

Agency Name: KELIKA HOUSING COUNCIL  
Phone: 315-536-8707  
Toll Free  
Address: 160 Main Street, Penn Yan, New York 14527  
Website: <http://www.kslc.com>

Agency Name: ORANGE COUNTY RURAL DEVELOPMENT ADVISORY CORP  
Phone: 845-714-4508  
Toll Free  
Address: 2 South Montgomery St WALDEN, New York 12586-1121  
Website: <http://www.oste.com>

Agency Name: HOUSING ASSISTANCE PROGRAM OF ESSEX COUNTY  
Phone: 518-873-6888  
Toll Free  
Address: PO Box 157 Elizabethtown, New York 12932+0157  
Website: <http://www.aste.com>

Agency Name: HUMAN DEVELOPMENT SERVICES OF WESTCHESTER, INC  
Phone: 914-939-2005-1103  
Toll Free  
Address: 28 Adlee Street, P O. Box 110, Port Chester, New York 10573  
Website: [www.HDSW.org](http://www.HDSW.org)

Agency Name: HUDSON RIVER HOUSING  
Phone: 845-454-9288  
Toll Free  
Address: 291 Mill Street, Poughkeepsie, New York 12601  
Website: <http://HUDSONRIVERHOUSING.org>

Agency Name: ALBANY COUNTY RURAL HOUSING ALLIANCE, INC  
Phone: 518-756-3656  
Toll Free  
Address: Faith Plaza, Route 9W, PO Box 58, Ravena, New York 12143  
Website: <http://www.acrha.org>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC  
Phone: 631-269-2124-112  
Toll Free: 800-300-4362  
Address: Riverhead Family Development Center, 733 East Main Street, Riverhead, New York 11901  
Website: [www.eoc-suffolk.com](http://www.eoc-suffolk.com)

Agency Name: BISHOP SHEEN ECUMENICAL HOUSING FOUNDATION  
Phone: 585-451-4263  
Toll Free  
Address: 935 East Avenue, Suite 300, Rochester, New York 14607-2216  
Website: <http://www.sheenhousing.org>

Agency Name: CQCS OF ROCHESTER, INC  
Phone: 585-546-3440  
Toll Free: 888-724-2227  
Address: 1000 University Avenue, Suite 900, Rochester, Ny 14607-1288  
Website: <http://www.cqcsrochester.org>

Agency Name: HOUSING COUNCIL IN MONROE COUNTY, INCORPORATE  
Phone: 585-548-3700-3022  
Toll Free:  
Address: 75 College Avenue, Suite 412, Rochester, New York 14607  
Website: <http://www.thehousingcouncil.org>

Agency Name: MARKETVIEW HEIGHTS ASSOCIATION, INC  
Phone: 585-423-1540  
Toll Free  
Address: 308 North Street, Rochester, New York 14605  
Website: <http://www.marketviewheights.org>

Agency Name: URBAN LEAGUE OF ROCHESTER  
Phone: 585-325-6530-3020  
Toll Free  
Address: 265 North Clinton Avenue, Rochester, New York 14606  
Website: <http://www.ulf.org>

Agency Name: FAMILY AND CHILDREN'S ASSOCIATION  
Phone: 516-485-3425-221  
Toll Free  
Address: 510 Hempstead Tpke, Suite 202 W HEMPSTEAD, New York 11552-1152  
Website: [www.familyandchildrens.org](http://www.familyandchildrens.org)

Agency Name: BETTER NEIGHBORHOODS, INCORPORATED

Phone 518-372-8469

Toll Free

Address 986 Albany Street, Schenectady, New York 12307

Website: <http://www.better-neighborhoods.org>

Agency Name WESTERN CATSKILLS COMMUNITY REVITALIZATION COUNCIL, INC

Phone 607-852-2823

Toll Free

Address 76 Main Street Stamford, New York 12167

Website: <http://www.westerncatskills.org>

Agency Name NYC COMM ON HUMAN RIGHTS - STATEN ISLAND COMMUNITY SERVICE CENTER

Phone 718-390-8506

Toll Free

Address: 60 Bay Street, 7th Floor, Staten Island, New York 10301

Website: <http://nyc.gov>

Agency Name COOPERATIVE FEDERAL CREDIT UNION

Phone 315-476-5290

Toll Free

Address 723 Westcott Street, Syracuse, New York 13210

Website: <http://www.cooperativedefederal.org>

Agency Name HOME HEADQUARTERS, INC

Phone 315-474-1939-283

Toll Free

Address 990 James Street, Suite 100, Syracuse, New York 13203

Website: <http://www.homehq.org>

Agency Name NORTHEAST HAWLEY DEVELOPMENT ASSOCIATION, INC

Phone 315-425-1032

Toll Free

Address 101 Gertrude Street, Syracuse, New York 13203-2417

Website: <http://www.nehda.org>

Agency Name RENSSELAER COUNTY HOUSING RESOURCES

Phone 518-690-0020-222

Toll Free

Address 415 River Street, 2nd Floor, Troy, New York 12180

Website: [trponline.org](http://trponline.org)

Agency Name TROY REHABILITATION AND IMPROVEMENT PROGRAM

Phone 518-690-0020-222

Toll Free

Address 415 River Street 2nd Floor Troy, New York 12180

Website: [trponline.org](http://trponline.org)

Agency Name UNHS NEIGHBORWORKS HOMEOWNERSHIP CENTER

Phone 315-724-4197

Toll Free

Address 1611 Genesee Street, Utica, New York 13501

Website: <http://www.unhs.com>

Agency Name NEIGHBORS OF WATERTOWN, INC

Phone 315-782-8487

Toll Free

Address 112 Franklin Street, Watertown, New York 13601

Website: <http://www.unhs.com>

Agency Name CCCS OF BUFFALO, INC

Phone 716-712-2060

Toll Free: 800-926-9685

Address 40 Gardenville Parkway, Suite 300, West Seneca, New York 14224

Website: <http://www.cccsbuffalo.org>

Agency Name COMMUNITY HOUSING INNOVATIONS, INC

Phone 914-683-1010

Toll Free

Address 190 East Post Road, Suite 401, White Plains, New York 10601

Website: [www.chinnov.org](http://www.chinnov.org)

Agency Name WESTCHESTER RESIDENTIAL OPPORTUNITIES, INCORPORATED

Phone: 914-428-4507

Toll Free 877-976-4968

Address 470 Mamaroneck Avenue, Suite 410, White Plains, New York 10606-1830

Website: <http://www.wrcinc.org>

Agency Name NEIGHBORHOOD HOUSING SERVICES OF NORTHERN QUEENS

Phone 718-457-1017

Toll Free

Address 60-20 Woodside Avenue, Woodside, New York 11377  
Website [www.nhsnorthernqueens.org](http://www.nhsnorthernqueens.org) and [www.nhsmc.org](http://www.nhsmc.org)

Agency Name WYANDANCH COMMUNITY DEVELOPMENT CORPORATION  
Phone 631-253-0139  
Toll Free  
Address 59 Cumberbach Street, Wyandanch, New York 11798-3326  
Website <http://www.wyandanchcdc.org>

Agency Name WESTCHESTER RESIDENTIAL OPPORTUNITIES INCORPORATED  
Phone 814-207-1753-1754  
Toll Free 877-976-4968  
Address 164 Ashburton Avenue, 3rd Floor, Yonkers, New York 10701  
Website [www.wroinc.org](http://www.wroinc.org)

Agency Name CLEARPOINT FINANCIAL SOLUTIONS  
Phone 518-482-2227  
Toll Free 315-474-8026  
Address 2 Computer Dr W Albany, New York 12205+1622  
Website <http://www.clearpointcs.org>

Agency Name CORNELL COOPERATIVE EXTENSION  
Phone 518-885-8985-229  
Toll Free 800-443-0167  
Address 50 W High St BALLSTON SPA, New York 12020-1979  
Website <http://www.ccesaratoga.org>

Agency Name CLEARPOINT FINANCIAL SOLUTIONS  
Phone 607-723-2671  
Toll Free 315-474-8026  
Address  
49 Court St The Metro Center Binghamton, New York 13901+3274  
Website <http://www.clearpointcs.org>

Agency Name GREENPATH DEBT SOLUTIONS  
Phone 888-860-4167  
Toll Free  
Address 175 Rensselaer St Suite 1102 BROOKLYN, New York 11201-4333  
Website <http://www.greenpath.com>

Agency Name NEIGHBORHOOD HOUSING SERVICES OF SOUTH BUFFALO, INC.  
Phone 716-823-3630  
Toll Free  
Address 1937 S Park Ave Buffalo, New York 14220+1852  
Website <http://www.asite.com>

Agency Name WEST SIDE NEIGHBORHOOD HOUSING SERVICES, INC  
Phone 716-885-2344  
Toll Free  
Address 359 Connecticut St Buffalo, New York 14213+2547  
Website <http://www.asite.com>

Agency Name ITHACA NEIGHBORHOOD HOUSING SERVICES, INC  
Phone 807-277-4500  
Toll Free  
Address 115 W Clinton St Ithaca, New York 14850+5636  
Website <http://www.asite.com>

Agency Name GREENPATH DEBT SOLUTIONS  
Phone 888-860-4167  
Toll Free  
Address 380 North Broadway Suite 304 JERICHO, New York 11753-2115  
Website <http://www.greenpath.com>

Agency Name GREENPATH DEBT SOLUTIONS  
Phone 888-860-4167  
Toll Free  
Address 80-02 Kew Gardens Road Suite 710 KEW GARDENS, New York 11415-3600  
Website <http://www.greenpath.com>

Agency Name CHAUTAUQUA HOME REHABILITATION AND IMPROVEMENT CORP (CHRIC)  
Phone 716-753-4650  
Toll Free  
Address 2 Academy St Mayville, New York 14757+1033  
Website <http://www.asite.com>

Agency Name GREENPATH DEBT SOLUTIONS  
Phone 888-860-4167  
Toll Free  
Address One Penn Plaza, 250 West 34th St Suite 2108 NEW YORK, New York 10119-0002



Website: <http://www.greenpath.com>

Agency Name: NEIGHBORWORKS ROCHESTER  
Phone: 585-325-4170-326  
Toll Free  
Address: 570 South Ave ROCHESTER, New York 14620-1337  
Website: <http://www.nwr.org>

Agency Name: HOUSING ACTION COUNCIL  
Phone: 914-332-4144  
Toll Free  
Address: 65 S Broadway Tarrytown, New York 10591+4000  
Website: <http://www.hac.com>

Agency Name: CLEARPOINT FINANCIAL SOLUTIONS  
Phone: 315-797-5366  
Toll Free: 315-474-6026  
Address: 289 Genesee St Utica, New York 13501+3823  
Website: <http://www.clearpointccs.org>

Agency Name: CLEARPOINT FINANCIAL SOLUTIONS  
Phone: 315-788-2227  
Toll Free: 804-772-6894  
Address: 215 Washington St Watertown, New York 13601+3329  
Website: <http://www.clearpointccs.org>

Agency Name: GREENPATH DEBT SOLUTIONS  
Phone: 888-860-4167  
Toll Free  
Address: One Barker Ave Suite 420 WHITE PLAINS, New York 10601-1517  
Website: <http://www.greenpath.com>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.  
Phone: 631-289-2124-112  
Toll Free: 800-300-4362  
Address: COBRA Office 357 Broadway, Suite 4 Amityville, New York 11701  
Website: [www.eoc-suffolk.com](http://www.eoc-suffolk.com)

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.  
Phone: 631-289-2124-112  
Toll Free: 800-300-4362  
Address: E.O.C. of Suffolk Counseling Center 25 Fourth Avenue Bay Shore, New York 11706  
Website: [www.eoc-suffolk.com](http://www.eoc-suffolk.com)

Agency Name: WEST HARLEM GROUP ASSISTANCE, INCORPORATED  
Phone: 212-862-1389-39  
Toll Free  
Address: 1652 Amsterdam Avenue NEW YORK CITY, New York 10031-6166  
Website: [www.whgagac.org](http://www.whgagac.org)

Agency Name: CLEARPOINT FINANCIAL SOLUTIONS  
Phone: 315-474-6026  
Toll Free: 315-474-6026  
Address:  
5794 Widewaters Pkwy 2nd Floor Syracuse, New York 13214+1845  
Website: <http://www.clearpointccs.org>

Agency Name: BELLPORT, HAGERMAN, EAST PATCHOGUE ALLIANCE, INC  
Phone: 631-286-9236  
Toll Free  
Address: 1492 Montauk Hwy. BELLPORT, New York 11713-1902  
Website: <http://www.clearpointccs.org>

Agency Name: LA FUERZA UNIDA, INC -LONG ISLAND  
Phone: 516-759-0788-25  
Toll Free  
Address: 1 School St. Suite 302 GLEN COVE, New York 11542-2545  
Website:

Agency Name: ALBANY COUNTY RURAL HOUSING ALLIANCE, INC.  
Phone: 518-765-2425  
Toll Free  
Address: 24 Martin Rd Voorheesville, New York 12186-4814



GMAC Mortgage  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704-0780

**GMAC Mortgage**

February 2, 2012

02/22/11 10:00:3 0002326 201202031H0P101 GMACOMPL 1 02 DOM H0P10007 100213 EM



PAUL V SHARPE  
952 EAST 226 ST  
BRONX NY 10466-4618



RE: Account Number [REDACTED]  
Property Address 952 E 226TH ST  
BRONX NY 10466

Dear PAUL V SHARPE:

We have not received your mortgage payments for the months of 12/01/11 through 02/01/12. This means your account is now in default. This is a demand for payment of the total amount due as of February 2, 2012:

Payments	\$ 6187.65
Late charges	\$ 387.73
Fees, costs, and other accrued to date	\$ 92.25
Suspense	\$ - 0.00
<hr/>	
Total Amount Due	\$ 6667.63

To avoid foreclosure, you need to pay this amount no later than 35 days from the date of this notice. You also need to pay for all additional payments and fees that accumulate during this period.

Unless we receive full payment of all past-due amounts within 35 days from the date of this notice, we will require immediate payment of your entire loan and begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

If your payment is not accepted for any reason or your payment is for less than the total amount due (which we may accept without waiving any of our rights), this matter will not be resolved.

(Continued on next page)



February 2, 2012

Account Number [REDACTED]

Page Two

Once in foreclosure, you have the right to reinstate your account up to five days before the foreclosure sale of your home if: 1) you pay the total amount due plus any fees, costs, and other amounts that accumulate through the reinstatement date, and 2) you take any other action reasonably required by us to assure the security of the property. Your obligations under the loan documents will still apply during this time.

Your credit rating may be negatively affected if you do not resolve this matter. We may visit your property from time to time to determine its condition and occupancy status. You will be responsible for the costs of these inspections.

HUD-approved counseling is available on FHA guaranteed loans by calling 1-800-569-4287. If you would like to discuss this letter, we encourage you to contact our loan counselors immediately at 800-850-4622 (weekdays, 8:00 a.m. - 11:00 p.m. CT; Saturday, 8:00 a.m. - 12:00 p.m.).

Sincerely,

Collection Department  
Loan Servicing

Please Note:

This is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan and disregard this notice.

5020



STATE OF NEW YORK  
SUPREME COURT COUNTY OF BRONX

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THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONALASSOCIATION FKA  
THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
SUCCESSOR TO JPMORGAN CHASE BANK, N.A.,  
AS TRUSTEE FOR RASC 2004-KS6,

Plaintiff,

NOTICE OF  
PENDENCY  
OF ACTION

vs

PAUL V. SHARPE; UNITED STATES  
OF AMERICA; RAB PERFORMANCE  
RECOVERIES LLC; NEW YORK CITY  
ENVIRONMENTAL CONTROL BOARD;  
NEW YORK STATE DEPARTMENT OF TAXATION  
AND FINANCE; NYC DEPARTMENT OF FINANCE-  
PARKING VIOLATIONS BUREAU CITY COLLECTOR  
& BRONX REDEMPTION CENTER;  
"JOHN DOE" AND "JANE DOE" said  
names being fictitious, it being the intention of  
Plaintiff to designate any and all occupants of premises  
being foreclosed herein,

Index No.

Defendants.

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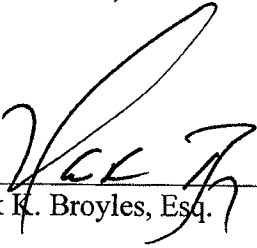
NOTICE IS HEREBY GIVEN, that an action has been commenced and is now pending in the Supreme Court of BRONX County upon the Complaint of the above plaintiff against the above named defendant(s) for the foreclosure of a mortgage bearing the date April 6, 2004, executed by **PAUL V. SHARPE**, to secure the sum of \$300,000.00 and recorded in CRFN 2004000675838, in the Office of the Clerk of the County of BRONX on November 1, 2004, said mortgage was then assigned to Plaintiff by virtue of an Assignment of Mortgage, recorded in the BRONX County Clerk's Office on November 1, 2012, in CRFN 2012000432000.

AND, NOTICE IS FURTHER GIVEN, that the mortgaged premises described in such mortgage(s) affected by the said foreclosure action, were, at the time of the commencement of

this action, and at the time of the filing of this Notice, situated in the County of BRONX and State of New York, and are described in "Schedule A - Legal Description" attached hereto and made a part hereof.

The Clerk of the County of BRONX, is directed to index this Notice against the names of all the defendant(s).

DATED: June 17, 2013



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Mark K. Broyles, Esq.

FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone No. (585)232-7400  
GMNC1815

Property Address: 952 EAST 226TH STREET, BRONX NY 10466

Also known as Tax Lot 77 in Block 4861 on the Tax Assessment map of the BOROUGH of BRONX NY 10466.

**SCHEDULE "A" LEGAL DESCRIPTION**



ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, County of Bronx and which is known and designated by Lot No.92 on a certain map entitled "Map of 329 choice lots being part of the Schieffelin Estate, situate in the 24<sup>th</sup> Ward, New York City, Borough of The Bronx" made by Charles M. Mapes, CE/CS dated May, 1906, and filed in the Register's Office, New York County as Map No.1114A, bounded and described as follows:

BEGINNING at a point on the southerly side of East 226<sup>th</sup> Street, as laid out on said map, distant 211.26 feet westerly from the 226<sup>th</sup> Street with the westerly side of Paulding Avenue, as legally opened;

RUNNING THENCE southerly at right angles with the southerly side of 226<sup>th</sup> Street, 109.01 feet;

THENCE westerly parallel with the southerly side of East 226<sup>th</sup> Street, 25 feet;

THENCE northerly at right angles with the southerly side of said East 226<sup>th</sup> Street, 109.01 feet to the southerly side of East 226<sup>th</sup> Street;

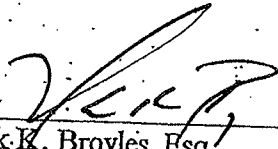
THENCE easterly along the southerly side of East 226<sup>th</sup> Street, 25 feet to the point or place of BEGINNING.

MARK K. BROYLES, an attorney duly licensed to practice in the State of New York, and a partner in the law firm of Fein, Such & Crane, LLP, certifies with regard to the following papers and/or documents:

- \_\_\_\_\_ NOTICE OF APPEARANCE IN MORTGAGE FORECLOSURE
- \_\_\_\_\_ NOTICE OF APPEARANCE AND WAIVER IN MORTGAGE FORECLOSURE
- \_\_\_\_\_ AFFIRMATION OF NO ANSWER & THAT NOTICE OF PENDENCY HAS BEEN FILED
- \_\_\_\_\_ SUPPLEMENTAL AFFIDAVIT (AFFIDAVIT OF TENANCY)
- \_\_\_\_\_ AFFIDAVITS IN SUPPORT OF THE MOTION FOR SUMMARY JUDGMENT
- \_\_\_\_\_ AFFIDAVITS OF SERVICE
- X   NOTICE OF PENDENCY OF ACTION
- \_\_\_\_\_ SUMMONS
- \_\_\_\_\_ COMPLAINT
- \_\_\_\_\_ AMENDED NOTICE OF PENDENCY OF ACTION
- \_\_\_\_\_ SUPPLEMENTAL SUMMONS
- \_\_\_\_\_ AMENDED COMPLAINT
- \_\_\_\_\_ ANSWER
- \_\_\_\_\_ AFFIDAVIT IN OPPOSITION TO SUMMARY JUDGMENT
- \_\_\_\_\_ REFEREE'S OATH & REPORT OF AMOUNT DUE
- \_\_\_\_\_ REFEREE'S REPORT OF SALE
- \_\_\_\_\_ STIPULATION TO CANCEL LIS PENDENS
- \_\_\_\_\_ AFFIDAVIT TO ACCOMPANY STIPULATION TO CANCEL LIS PENDENS
- \_\_\_\_\_ MEMORANDUM & TERMS OF SALE
- \_\_\_\_\_ ATTORNEY AFFIRMATION IN SUPPORT OF JUDGMENT OF FORECLOSURE & SALE
- \_\_\_\_\_ ATTORNEY AFFIDAVIT IN SUPPORT OF JUDGMENT OF FORECLOSURE & SALE
- \_\_\_\_\_ ORDER TO CANCEL LIS PENDENS AND VACATE JUDGEMENT OF FORECLOSURE
- \_\_\_\_\_ AFFIRMATION IN SUPPORT OF THE ORDER TO CANCEL LIS PENDENS
- \_\_\_\_\_ AFFIDAVIT IN SUPPORT OF NOTICE OF MOTION FOR DEFICIENCY JUDGMENT
- \_\_\_\_\_ FOREBEARANCE AGREEMENT
- \_\_\_\_\_ ATTORNEY AFFIRMATION IN SUPPORT OF ORDER FOR SERVICE BY PUBLICATION
- \_\_\_\_\_ ATTORNEY AFFIRMATION OF REGULARITY

that to his knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the paper or contentions therein are not frivolous as defined in subsection © of section 130-1.1 of the Rules of the Chief Administrator [22NYCRR 130-1.1 ©].

6/17/13  
Dated

  
\_\_\_\_\_  
Mark K. Broyles, Esq.

STATE OF NEW YORK  
SUPREME COURT COUNTY OF BRONX

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THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA  
THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
SUCCESSOR TO JPMORGAN CHASE BANK, N.A.,  
AS TRUSTEE FOR RASC 2004-KS6,

Plaintiff,

NOTICE OF  
PENDENCY  
OF ACTION  
PURSUANT  
TO RPAPL § 1331  
(Mortgage Foreclosure)

vs

PAUL V. SHARPE; UNITED STATES  
OF AMERICA; RAB PERFORMANCE  
RECOVERIES LLC; NEW YORK CITY  
ENVIRONMENTAL CONTROL BOARD;  
NEW YORK STATE DEPARTMENT OF TAXATION  
AND FINANCE; NYC DEPARTMENT OF FINANCE-  
PARKING VIOLATIONS BUREAU CITY COLLECTOR  
& BRONX REDEMPTION CENTER;  
"JOHN DOE" AND "JANE DOE" said  
names being fictitious, it being the intention of  
Plaintiff to designate any and all occupants of premises  
being foreclosed herein,

Index No. 35257/2013E

Defendants.

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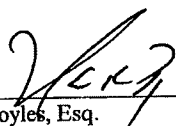
NOTICE IS HEREBY GIVEN, that an action has been commenced and is now pending in the Supreme Court of BRONX County upon the Complaint of the above plaintiff against the above named defendant(s) for the foreclosure of a mortgage bearing the date April 6, 2004, executed by PAUL V. SHARPE, to secure the sum of \$300,000.00 and recorded in CRFN 2004000675838, in the Office of the Clerk of the County of BRONX on November 1, 2004, said mortgage was then assigned to Plaintiff by virtue of an Assignment of Mortgage, recorded in the BRONX County Clerk's Office on November 1, 2012, in CRFN 2012000432000.

AND, NOTICE IS FURTHER GIVEN, that the mortgaged premises described in such mortgage(s) affected by the said foreclosure action, were, at the time of the commencement of this action, and at the time of the filing of this Notice, situated in the County of BRONX and State of New York, and are described in "Schedule A - Legal Description" attached hereto and made a part hereof.

AND, NOTICE IS FURTHER GIVEN, that this Notice Pendency is being filed pursuant to N.Y.R.P.A.P.L. § 1331 which requires a Notice Pendency be filed at least 20 days before the entry of a Judgment of Foreclosure and Sale: this Notice of pendency is also filed pursuant to section 6516(a) of the New York Civil Practice Law and Rules as amended by Chapter 387 of the Laws of 2005, effective August 2, 2005, and case law allowing the successive filings of Notices of Pendency in a Mortgage Foreclosure to wit: *Wasserman v. Harriman*, 234 A.D.2d 596 (2d Dept. 1996); *Campbell v. Smith*, 309 A.D.2d 581 (1<sup>st</sup> Dept. 2003). Said filing does not prejudice the defendant in that the underlying mortgage encumbers the property with or without the filing of this notice of pendency.

The Clerk of the County of BRONX, is directed to index this Notice against the names of all the defendant(s).

DATED: October 1, 2013

  
\_\_\_\_\_  
Mark K. Broyles, Esq.

FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone No. (585)232-7400  
GMNC1815

Property Address: 952 EAST 226TH STREET, BRONX NY 10466

Also known as Tax Lot 77 in Block 4861 on the Tax Assessment map of the BOROUGH of BRONX NY 10466.

**SCHEDULE "A" LEGAL DESCRIPTION**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, County of Bronx and which is known and designated by Lot No.92 on a certain map entitled "Map of 329 choice lots being part of the Schieffelin Estate, situate in the 24<sup>th</sup> Ward, New York City, Borough of The Bronx" made by Charles M. Mapes, CE/CS dated May, 1906, and filed in the Register's Office, New York County as Map No.1114A, bounded and described as follows:

BEGINNING at a point on the southerly side of East 226<sup>th</sup> Street, as laid out on said map, distant 211.26 feet westerly from the 226<sup>th</sup> Street with the westerly side of Paulding Avenue, as legally opened;

RUNNING THENCE southerly at right angles with the southerly side of 226<sup>th</sup> Street, 109.01 feet;

THENCE westerly parallel with the southerly side of East 226<sup>th</sup> Street, 25 feet;

THENCE northerly at right angles with the southerly side of said East 226<sup>th</sup> Street, 109.01 feet to the southerly side of East 226<sup>th</sup> Street;


THENCE easterly along the southerly side of East 226<sup>th</sup> Street, 25 feet to the point or place of BEGINNING.

MARK K. BROYLES, an attorney duly licensed to practice in the State of New York, and a partner in the law firm of Fein, Such & Crane, LLP, certifies with regard to the following papers and/or documents:

_____	NOTICE OF APPEARANCE IN MORTGAGE FORECLOSURE
_____	NOTICE OF APPEARANCE AND WAIVER IN MORTGAGE FORECLOSURE
_____	AFFIRMATION OF NO ANSWER & THAT NOTICE OF PENDENCY HAS BEEN FILED
_____	SUPPLEMENTAL AFFIDAVIT (AFFIDAVIT OF TENANCY)
_____	AFFIDAVITS IN SUPPORT OF THE MOTION FOR SUMMARY JUDGMENT
_____	AFFIDAVITS OF SERVICE
<u>  X  </u>	NOTICE OF PENDENCY OF ACTION (Additional)
_____	SUMMONS
_____	COMPLAINT
_____	AMENDED NOTICE OF PENDENCY OF ACTION
_____	SUPPLEMENTAL SUMMONS
_____	AMENDED COMPLAINT
_____	ANSWER
_____	AFFIDAVIT IN OPPOSITION TO SUMMARY JUDGMENT
_____	REFEREE'S OATH & REPORT OF AMOUNT DUE
_____	REFEREE'S REPORT OF SALE
_____	STIPULATION TO CANCEL LIS PENDENS
_____	AFFIDAVIT TO ACCOMPANY STIPULATION TO CANCEL LIS PENDENS
_____	MEMORANDUM & TERMS OF SALE
_____	ATTORNEY AFFIRMATION IN SUPPORT OF JUDGMENT OF FORECLOSURE & SALE
_____	ATTORNEY AFFIDAVIT IN SUPPORT OF JUDGMENT OF FORECLOSURE & SALE
_____	ORDER TO CANCEL LIS PENDENS AND VACATE JUDGEMENT OF FORECLOSURE
_____	AFFIRMATION IN SUPPORT OF THE ORDER TO CANCEL LIS PENDENS
_____	AFFIDAVIT IN SUPPORT OF NOTICE OF MOTION FOR DEFICIENCY JUDGMENT
_____	FOREBEARANCE AGREEMENT
_____	ATTORNEY AFFIRMATION IN SUPPORT OF ORDER FOR SERVICE BY PUBLICATION
_____	ATTORNEY AFFIRMATION OF REGULARITY

that to his knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the paper or contentions therein are not frivolous as defined in subsection © of section 130-1.1 of the Rules of the Chief Administrator [22NYCRR 130-1.1 ©].

10/01/2013  
 Dated \_\_\_\_\_

  
 \_\_\_\_\_  
 Mark K. Broyles, Esq.

STATE OF NEW YORK  
SUPREME COURT COUNTY OF BRONX

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONALASSOCIATION FKA  
THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
SUCCESSOR TO JPMORGAN CHASE BANK, N.A.,  
AS TRUSTEE FOR RASC 2004-KS6,

Plaintiff,

-vs-

SUMMONS

PAUL V. SHARPE; UNITED STATES  
OF AMERICA; RAB PERFORMANCE  
RECOVERIES LLC; NEW YORK CITY  
ENVIRONMENTAL CONTROL BOARD;  
NEW YORK STATE DEPARTMENT OF TAXATION  
AND FINANCE; NYC DEPARTMENT OF FINANCE-  
PARKING VIOLATIONS BUREAU CITY COLLECTOR  
& BRONX REDEMPTION CENTER;  
"JOHN DOE" AND "JANE DOE " said Index No.  
names being fictitious, it being the intention of  
Plaintiff to designate any and all occupants of premises  
being foreclosed herein,

Defendants.

Mortgaged Premises:  
952 EAST 226TH STREET  
BRONX NY 10466

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on the plaintiff's attorney within twenty (20) days of the service of this Summons, exclusive of the day of service, or within thirty (30) days after service of the same is complete where service is made in any manner other than by personal delivery within the State. The United States of America, if designated as a defendant in this action, may answer or appear within sixty (60) days of service. Your failure to appear or to answer will result in a judgment against you by default for the relief demanded in the Complaint. In the event that a deficiency balance remains from the sale proceeds, a judgment may be entered against you, unless the Defendant obtained a bankruptcy discharge and such other or further relief as may be just and equitable.

NOTICE  
YOU ARE IN DANGER OF LOSING YOUR HOME



**If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with court, a default judgment may be entered and you can lose your home.**

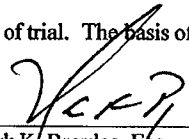
**Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.**

**Sending a payment to your mortgage company will not stop this foreclosure action.**

**YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.**

BRONX County is designated as the place of trial. The basis of venue is the location of the mortgaged premises.

Dated: June 17, 2013

  
\_\_\_\_\_  
Mark K. Broyles, Esq.

FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone No. (585) 232-7400  
GMNC1815

BLOCK: 4861  
LOT: 77

**NATURE AND OBJECT OF ACTION**

The object of the above action is to foreclose a mortgage held by the Plaintiff recorded in the County of BRONX, State of New York as more particularly described in the Complaint herein.

TO THE DEFENDANT, except PAUL V. SHARPE, the plaintiff makes no personal claim against you in this action.

**NOTICE OF RIGHTS**

YOU ARE HEREBY PUT ON NOTICE THAT WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNLESS YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT HEREOF, WE WILL ASSUME THAT THE DEBT IS VALID.

SHOULD YOU DISPUTE THIS DEBT AND NOTIFY US IN WRITING OF THE DISPUTE WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH VERIFICATION OF THE OBLIGATION.

UPON YOUR WRITTEN REQUEST WITHIN THE AFOREMENTIONED THIRTY (30) DAY PERIOD, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT THAN THE CURRENT CREDITOR.

## **Help for Homeowners in Foreclosure**

**New York State Law requires that we send you this notice about the foreclosure process. Please read it carefully.**

### **Summons and Complaint**

**You are in danger of losing your home. If you fail to respond to the summons and complaint in this foreclosure action, you may lose your home. Please read the summons and complaint carefully. You should immediately contact an attorney or your local legal aid office to obtain advice on how to protect yourself.**

### **Sources of Information and Assistance**

**The State encourages you to become informed about your options in foreclosure. In addition to seeking assistance from an attorney or legal aid office, there are government agencies and non-profit organizations that you may contact for information about possible options, including trying to work with your lender during this process.**

**To locate an entity near you, you may call the toll free helpline maintained by the New York State Department of Financial Services at 1-800-269-0990 or visit the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).**

### **Foreclosure Rescue Scams**

**Be careful of people who approach you with offers to "save" your home. There are individuals who watch for notices of foreclosure actions in order to unfairly profit from a homeowner's distress. You should be extremely careful about any such promises and any suggestions that you pay them a fee or sign over your deed. State law requires anyone offering such services for profit to enter into a contract which fully describes the services they will perform and fees they will charge, and which prohibits them from taking any money from you until they have completed all such promised services.**

STATE OF NEW YORK  
SUPREME COURT                      COUNTY OF BRONX

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THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA  
THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
SUCCESSOR TO JPMORGAN CHASE BANK, N.A.,  
AS TRUSTEE FOR RASC 2004-KS6,

Plaintiff,

-vs-

**COMPLAINT**

PAUL V. SHARPE; UNITED STATES  
OF AMERICA; RAB PERFORMANCE  
RECOVERIES LLC; NEW YORK CITY  
ENVIRONMENTAL CONTROL BOARD;  
NEW YORK STATE DEPARTMENT OF TAXATION  
AND FINANCE; NYC DEPARTMENT OF FINANCE-  
PARKING VIOLATIONS BUREAU CITY COLLECTOR  
& BRONX REDEMPTION CENTER;  
"JOHN DOE" AND "JANE DOE " said names being  
fictitious, it being the intention of Plaintiff  
to designate any and all occupants of premises  
being foreclosed herein,

Index No.

Defendants.

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The plaintiff herein, by FEIN, SUCH & CRANE, LLP, its attorneys, complains of the  
defendants above named, and for its cause of action, alleges:

**FIRST:** The plaintiff, having an address of 1100 VIRGINIA DRIVE, Fort Washington  
PA, 19034, is a national association duly licensed, organized and existing pursuant to the laws of  
the United States of America.

**SECOND:** Upon information and belief, at all times hereinafter mentioned, the  
defendant(s) reside or conduct business at the address set forth in "Schedule A" annexed hereto  
(any that are corporations being organized and existing under the laws of the State set forth  
therein), and are made defendants in this action in the capacities and for the reasons alleged

therein.

**THIRD:** That the United States of America, the People of the State of New York, the State Tax Commission of the State of New York, the Industrial Commissioner of the State of New York, and all other agencies or instrumentalities of the Federal, State or local government, however designated, if named as defendants, are made parties solely by reason of the facts set forth in the annexed "Schedule B."

**FOURTH:** That heretofore, to secure a sum of money to the stated Lender, its successor and assigns, the defendants duly executed, acknowledged and delivered to the stated Lender, a certain bond(s) or note(s) whereby they bound their successors or heirs, executors, administrators and assigns, jointly and severally, in the amount of said sum, as more fully described in the annexed "Schedule C," said schedule being a copy of the bond(s) or note(s), or accurate reference to the assumption agreement(s) evidencing indebtedness to plaintiff, together with the terms of repayment of said sum and rights of the plaintiff.

**FIFTH:** Plaintiff is the holder of the Note referenced in paragraph FOURTH and entitled to enforce the Note. The Note was payable to Plaintiff or indorsed (specifically or in blank) and negotiated to Plaintiff. A copy of the Note with the indorsement(s) and/or allonge(s) is annexed hereto as Schedule "C".

**SIXTH:** That as security for the payment of said indebtedness, a Mortgage(s) was executed as annexed hereto in "Schedule D," acknowledged and delivered to the stated Lender/Mortgagee, its successors and assigns, wherein the named mortgagor or mortgagors bargained, granted and sold to the mortgagee named therein, its successors and assigns, the premises more particularly described therein (hereinafter, the "Mortgaged Premises") under certain conditions with rights, duties and privileges between the parties as described therein.

**SEVENTH:** The Mortgage is currently held by Plaintiff. The mortgage was originated

by Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Aegis Funding Corporation and transferred by an Assignment of Mortgage to the Plaintiff by Assignment dated October 22, 2012 and recorded in the BRONX County Clerk's Office on November 1, 2012, in CRFN 2012000432000. A copy of the Assignment is attached. As such, Plaintiff is current beneficiary of the Mortgage securing the Note, the originals of which are in Plaintiff's possession and control, and Plaintiff is otherwise entitled to enforce the subject Mortgage and Note pursuant to law.

**EIGHTH:** That said mortgage(s) was duly recorded and the mortgage tax(es) due thereon was duly paid in the County Clerk's Office at the place and time that appears therein.

**NINTH:** That Plaintiff has complied with all applicable provisions of the RPAPL Section 1304 and Banking Law, and specifically with Banking Law § 595-a and 6-l and 6-m if applicable, in securing the aforementioned indebtedness and at all times thereafter. In accordance with RPAPL Section 1304, a 90 day notice was sent to the borrower at least 90 days ago but within the last 12 months. The 90 day notice was sent at least 90 days before the commencement of this foreclosure action. Further, the notice under RPAPL Section 1304 was in 14-point type, contained the statutorily dictated language and the addresses and phone numbers of at least five US Department of Housing and Urban Development approved housing counseling agencies in the region where the borrower resides and was mailed by registered or certified mail and first class mail to the last known address of the borrower. Plaintiff has fully and completely complied with the RPAPL Section 1304. Further, Plaintiff has complied fully with RPAPL Section 1306 filing requirements in that the filing with the superintendent was completed within three (3) business days of the mailing.

**TENTH:** That the defendant(s), **PAUL V. SHARPE**, has failed to comply with the conditions of the mortgage(s) or bond(s) by failing to pay portions of principal, interest or taxes,

assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully described in "Schedule E".

**ELEVENTH:** That plaintiff elects herein to call due the entire amount secured by the mortgage(s) as more than thirty (30) days have elapsed since the date of default.

**TWELFTH:** That "Schedule E" sets forth the principal balance due and the date and rate from which interest accrued and is owing from the defendant(s) default.

**THIRTEENTH:** That in order to protect its security, the plaintiff has paid, if set forth in "Schedule E", or may be compelled to pay during the pendency of this action, local taxes, assessments, water rates, insurance premiums and other charges assessed to the Mortgaged Premises, and hereby requests that any sums paid by it for said purposes, with interest thereon, be added to the sum otherwise due, be deemed secured by the mortgage(s) and be adjudged a valid lien on the Mortgaged Premises.

**FOURTEENTH:** That the defendants herein have or claim to have some interest in, or lien upon, the Mortgaged Premises or some part thereof, which interest or lien, if any, accrued subsequent to the lien of the plaintiff's mortgage(s).

**FIFTEENTH:** That the plaintiff is now the true and lawful holder of the said bond(s)/note(s) and is mortgagee of record or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note; and there have been no prior proceedings, at law or otherwise, to collect or enforce the bond(s)/note(s) or mortgage(s) and no such proceedings are currently pending.

**SIXTEENTH:** That Schedules "A", "B", "C", "D" and "E", be incorporated and made part of the Complaint with the same force and effect as if they were completely and fully set forth wherever reference is made to them herein.

**SEVENTEENTH:** The plaintiff shall not be deemed to have waived, altered, released

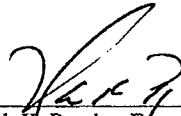


or changed its election herein by reason of any payment after the commencement of this action of any or all of the defaults mentioned herein and such election shall continue to be effective.

**WHEREFORE**, plaintiff demands judgment adjudging and decreeing the amounts due it for principal, interest, costs and reasonable attorneys' fees if provided for in the bond(s), note(s) or mortgage(s), and that the defendants, and any persons claiming by, through or under them subsequent to the commencement of this action, and every other person or corporation whose right, title, conveyance or encumbrance of the Mortgaged Premises is subsequent or recorded subsequent to the plaintiff's interest, be forever barred and foreclosed of all right, claim, lien, interest or equity of redemption in and to the Mortgaged Premises; that the Mortgaged Premises, or part thereof, be decreed to be sold according to law as may be necessary to raise the amounts due for principal, interest, costs, allowances and disbursements, together with any monies advanced and paid by the plaintiff; that the plaintiff be paid the amounts due on said bond(s), note(s) and mortgage(s), and any sums paid by the plaintiff to protect the lien of its mortgage(s) out of the proceeds from the sale thereof, with interest thereon from the respective dates of payment thereof, costs and expenses of this action and reasonable attorneys' fees, if provided for in the bond(s), note(s) or mortgage(s), provided the amount of the sale proceeds permits said payment; that any of the parties hereto may purchase the Mortgaged Premises at sale; that this Court, if requested, forthwith appoint a Receiver of the rents and profits of the Mortgaged Premises with the usual powers and duties associated therewith; that the defendants referred to in

paragraph "TENTH" be adjudged to pay any remaining deficiency; and such other or further relief as may be just and equitable, unless the Defendant obtained a bankruptcy discharge and such other or further relief as may be just and equitable. The plaintiff hereby reserves its right to share in surplus monies from the sale by virtue of its position as a judgment or other lien creditor, excluding the mortgage(s) foreclosed herein.

DATED: June 17, 2013

  
\_\_\_\_\_  
Mark K. Broyles, Esq.

FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone: (585) 232-7400  
GMNC1815

**SCHEDULE "A" - DEFENDANTS**

**DEFENDANTS**

**CAPACITY**

**PAUL V. SHARPE**  
952 EAST 226TH STREET  
BRONX NY 10466

Owners of record and original obligors under  
the bond secured by the Mortgage to Plaintiff,  
recorded in the BRONX County Clerk's

**RAB Performance Recoveries LLC**  
Woodbury, NY 11797.  
10 Forest Ave  
Paramus, NJ 07653

Possible Subordinate Lienor by virtue of  
Judgment in Civil Court of Bronx County for 10  
\$3,284.85 against Paul V Sharpe, 952 E 226<sup>th</sup> St,  
Bronx, NY 10466, dated May 7, 2009 and  
docketed August 3, 2009 in Index No.  
CV00495909BX. Attorney of Record: Cohen &  
Slamowitz, LLP, 199 Crossways Park Drive,

**John Doe and Mary Doe**

Said names being fictitious, it being the  
intention of Plaintiff to designate any and all  
occupants, tenants, persons or corporations, if  
any, having or claiming an interest in or lien  
upon the premises being foreclosed herein.

**SCHEDULE "B"**

**United States of America  
O/B/O  
Internal Revenue Service  
135 High Street, Stop 155  
Hartford, CT 06103**

Possible Subordinate Lienor by virtue of Federal Tax Lien filed for \$97,013.91 against Paul V. Sharpe, 952 E 226<sup>th</sup> Street, Bronx, New York 10466-4518, dated August 29, 2011 and recorded September 7, 2011, CRFN: 2011000316663, Slid No.: 810808211.

**New York City Environmental  
Control Board  
Arthur Avenue, 6<sup>th</sup> Floor  
Bronx, NY 10457**

Possible Subordinate Lienor by virtue of numerous New York City Environmental 1932 Control Board liens against name(s) similar to record owner Paul V. Sharpe, as referenced on Schedule "B-1."

**New York State Department of  
Taxation and Finance  
Albany, NY**

Possible Subordinate Lienor by virtue of New York State Tax Warrant of Bronx County for \$1,884.17 against Sharon Lee Sharpe D/B/A Sha-Sha Candy Store, 3738B White Plains Road, Store 5, Bronx, New York 10467-5724, dated October 1, 2012 and docketed October 3, 2012 in Warrant ID No.: E0343573590001.

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Possible Subordinate Lienor by virtue of New York State Tax Warrant of Bronx County for \$93,628.79 against Paul V. Sharpe, 952 E 226<sup>th</sup> Street, Bronx, NY 10466-4618, dated March 2, 2013 and docketed March 5, 2013 in Warrant ID No.: E0012570050005.

**NYC Department of Finance-Parking  
Violations Bureau  
City Collector & Bronx Redemption  
Center  
1932 Arthur Avenue, 1<sup>st</sup> Floor  
Bronx, NY 10457**

Possible Subordinate Lienor by virtue of numerous New York City Parking Violations Bureau Liens against name(s) similar to record owner Paul V. Sharpe, as referenced on Schedule "B-2".

**SCHEDULE "B-1"**

## PART 1 OF 2: CASES IN JUDGEMENT

RESPONDENT NAME VIOLATION NUMBER	RESPONDENT ADDRESS	ORDER DATE	NOTICE DATE	DOCKET DATE	BALANCE DUE	SATISF/VACAT
SHARPE, CEPHLIN 0170611037	4163 BROWNWOOD AVENUE	02/09/09	03/26/09	07/09 NY 10466	\$300.00	
SHARPE, CRIDER B 0155840200	814 W BLEEKER	06/04/08	07/21/08	10/08 CO 81611	\$200.00	
SHARPE, GLENN K 043525512K	501 WYONA STREET	02/21/12	04/06/12	05/12 NY 11207	\$25.00	
SHARPE, HAZEL 041701293J	1276 PUTNAM AVENUE	06/02/08	07/17/08	10/08 NY 11221	\$25.00	
SHARPE, HAZEL 040562361Z	1276 PUTNAM AVENUE	06/22/09	08/06/09	10/09 NY 11221	\$300.00	
SHARPE, HAZEL 040562853P	1276 PUTNAM AVENUE	02/01/10	03/18/10	05/10 NY 11221	\$350.00	
SHARPE, HAZEL 032056635P	1381 ST JOHN'S PLACE	08/11/08	09/25/08	01/09 NY 11213	\$2,500.00	
SHARPE, JUNIOR 0174316661	852 EAST 224 STREET	11/15/10	12/30/10	02/11 NY 10466	\$300.00	
SHARPE, MATOIA 0139402607	962 EAST 31 STREET	08/22/05	10/06/05	01/06 NY 11210	\$400.00	
SHARPE, PATRICIA 041801489J	242 TROOTMAN STREET	02/17/09	04/03/09	07/09 NY 11237	\$450.00	
SHARPE, PAUL 0147818799	952 EAST 226 STREET	11/30/05	01/17/06	04/05 NY 10466	\$100.00	
SHARPE, PAUL V 034870638J	952 EAST 226 STREET	10/20/10	12/06/10	01/11 NY 10466	\$5,000.00	
SHARPE, PAUL V 034870637H	952 EAST 226 STREET	10/20/10	12/06/10	01/11 NY 10466	\$12,000.00	
SHARPE, PAUL V 042916595J	952 EAST 226 STREET	06/27/11	08/11/11	09/11 NY 10466	\$300.00	
SHARPE, PAUL V. 034877321N	952 EAST 226 STREET	04/06/11	05/23/11	07/11 NY 10466	\$10,000.00	
SHARPE, TIFFANY 0139437751	462 1 AVENUE	11/24/08	01/09/09	04/09 NY 10016	\$400.00	
SHARPE CONSTANCE G 041010092K	144-25 181 STREET	03/06/07	04/28/07	07/07 NY 11413	\$300.00	
SHARPER, CHANCE 0170764000	2013 5 AVENUE	04/20/10	06/07/10	07/10 NY 10035	\$100.00	
SHARPER, CORNELIUS 042063784R	65 EAST 112 STREET	12/20/10	02/03/11	03/11 NY 10029	\$450.00	
SHARPER IMAGE 014991311G	305 UTICA AVENUE	10/19/05	10/18/06	01/07 NY 11213	\$100.00	
SHARPER VISION 0151740380	178 PARK AVENUE	04/17/06	06/01/06	10/06 NY 11205	\$100.00	
SHARPIDOV, MUSTAR 0168503620	316 BRIGHTON BEACH	08/03/09	09/17/09	01/10 NY 11224	\$200.00	
SHARPIDO, MINDY 0170449144	520 9 AVENUE	10/13/09	11/30/09	01/10 NY 10018	\$300.00	
SHARPIDO RASHI TRUSTEE 0170834730	167-19 69 AVENUE	10/20/09	12/04/09	01/10 NY 11365	\$300.00	

PART 1 OF 2: CASES IN JUDGEMENT

RESPONDENT NAME VIOLATION NUMBER	RESPONDENT ADDRESS	ORDER DATE	NOTICE DATE	DOCKET DATE	BALANCE DUE	STATUS/PAID
SHARP REALTY LLC 0404931482	74 ELBERT STREET	02/05/10	04/02/10	05/10	\$100.00	
SHARP REALTY LLC 038426085P	74 ELBERT STREET	09/11/12	11/06/12	12/12	\$300.00	
SHARP REALTY LLC 041594135P	74 ELBERT STREET	02/20/13	04/06/13	05/13	\$300.00	
SHARPE, LARRY 0158295571	4717 39 STREET	01/22/08	03/07/08	07/08	\$50.00	
SHARPE, ARTHUR 0136740079	55 ODER AVENUE	04/21/05	06/06/05	10/05	\$100.00	
SHARPE, CHERELYN 0158207620	4163 BRONX WOOD AVENUE	03/12/07	04/26/07	07/07	\$300.00	
SHARPE, CHERELYN 0145111221	4163 BRONX WOOD AVE	05/31/05	07/15/05	10/05	\$300.00	
SHARPE, CHERELYN 0157536986	4163 BRONXWOOD AVENUE	01/29/07	03/15/07	07/07	\$300.00	
SHARPE, CHERELYN 0157531305	4163 BRONXWOOD AVENUE	01/29/07	03/15/07	07/07	\$300.00	
SHARPE, CHERELYN 0151854344	4163 BRONXWOOD AVENUE	04/24/06	06/08/06	10/06	\$300.00	
SHARPE, CHERELYN 0159724319	4163 BRONXWOOD AVENUE	03/17/08	05/01/08	07/08	\$300.00	
SHARPE, CHERELYN 0170811037	4163 BRONXWOOD AVENUE	02/09/09	03/26/09	07/09	\$300.00	
SHARPE, CHLOE R 0155840200	814 W BLEEKER	06/04/08	07/23/08	10/08	\$200.00	
SHARPE, GLENN K 0116288122	501 WYONA STREET	02/21/12	04/06/12	05/12	\$25.00	
SHARPE, HAZEL 0417042930	1276 PUTNAM AVENUE	06/02/08	07/17/08	10/08	\$25.00	
SHARPE, HAZEL 040583818	1276 PUTNAM AVENUE	06/22/09	08/05/09	10/09	\$300.00	
SHARPE, HAZEL 040562853P	1276 PUTNAM AVENUE	02/01/10	03/18/10	05/10	\$350.00	
SHARPE, HAZEL 0414506022	1276 PUTNAM AVENUE	06/11/12	07/25/12	09/12	\$25.00	
SHARPE, HAZEL 032036635P	1381 ST JOHN'S PLACE	08/11/08	09/28/08	01/09	\$2,500.00	
SHARPE, JONIOR 0174316661	852 EAST 224 STREET	11/15/10	12/30/10	02/11	\$300.00	
SHARPE, MAYOLA 0139492607	402 EAST 31 STREET	08/22/05	10/06/05	01/06	\$400.00	
SHARPE, PATRICIA 044864888P	212 TROVATI STREET	02/17/09	04/03/09	07/08	\$450.00	
SHARPE, PAUL 0147818799	952 EAST 226 STREET	11/30/05	01/17/06	04/06	\$100.00	
SHARPE, PAUL V 034870637H	952 EAST 226 STREET	10/20/10	12/06/10	01/11	\$12,000.00	

PART 1 OF 2: CASES IN JUDGMENT

RESPONDENT NAME VIOLATION NUMBER	RESPONDENT ADDRESS	ORDER DATE	NOTICE DATE	DOCKET DATE	BALANCE DUE	STATUS/REMARK
SHARPE, PAUL V 0148706207	952 EAST 226 STREET	10/20/10	12/09/10	01/11	\$6,000.00	
SHARPE, PAUL V 0148165957	952 EAST 226 STREET	06/27/11	08/11/11	09/11	\$300.00	
SHARPE, PAUL V 0148775214	952 EAST 226 STREET	04/06/11	05/23/11	07/11	\$19,000.00	
SHARPE, STEPHEN 0139437751	462 1 AVENUE	11/24/08	01/09/09	04/09	0.00	
SHARPE, WYNDON 014893513	3617 CLARENDON ROAD	12/04/12	03/22/13	03/13	\$100.00	
SHARPE, CONSTANCE G 0610100924	144-26 181 STREET	03/05/07	04/22/07	07/07	\$900.00	
SHARPER, CRANCE 0189959122	2013 5 AVENUE	09/12/12	11/05/12	12/12	\$1,000.00	
SHARPER, CHARLES 012026400	2013 5 AVENUE	04/20/10	05/07/10	07/10	\$100.00	
SHARPER, CONNELLUS 0148703848	65 EAST 12 STREET	12/20/10	02/03/11	03/11	\$450.00	
SHARPER, ERIC 014813116	205 BRICK AVENUE	10/19/09	10/16/09	01/07	\$100.00	
SHARPER, VICTOR 0151740380	178 PARK AVENUE	04/17/06	06/01/06	10/06	\$200.00	
SHARPTON, RUSTAN 0189503820	316 BRIGHAM BEACH	08/03/08	09/17/08	01/10	\$200.00	
SHARPTON, HINDY 0170449144	820 7 AVENUE	10/13/09	11/30/09	01/10	\$500.00	
SHARPTON RASHI TRUSTEE 0170934730	167-19 69 AVENUE	10/20/09	12/04/09	01/10	\$300.00	
SHARPTON, DARIO 0170113709	103 LAKE VIEW DR	09/12/11	10/27/11	12/11	\$100.00	
SHARPTON, KWANI 0152605310	3542 DUNVILLE AVENUE	05/31/06	07/17/06	10/06	\$450.00	
SHARPTON REALTY CORP 0148819146	1236 FULTON AVENUE	02/06/06	03/23/06	07/06	\$25.00	
SHARPE, PAUL V 0186638271	952 EAST 226 STREET	04/30/07	06/14/07	10/07	\$25.00	
SHARIF, MURADIN 0148924094	138-33 225 STREET	01/07/05	03/08/05	03/05	\$500.00	
SHARIF, MURADIN 0189930811	138-33 225 STREET	03/30/06	05/15/06	07/06	\$300.00	
SHARIF, CHRISTOPHER OWNER OF BLDG 0154777157	1022 BLAKE AVENUE	09/23/09	11/10/09	01/10	\$500.00	
SHARIF, ABRAHAM 018988114	1761 53 STREET	01/07/09	02/23/09	04/09	\$25.00	
SHARIF, RAYHAN 0154456639	1726 PRESIDENT STREET	10/02/06	11/16/06	01/07	\$300.00	
SHARON RENT CORP 014887200	1236 FULTON AVENUE	10/23/06	12/07/06	04/07	\$25.00	



SCHEDULE "B-2"

REPORT ID: SHRP315  
 REPORT PAGE: 18113


NYC PARKING VIOLATIONS BUREAU  
 JUDGMENT DOCKET BOOK


VOLUME: 17 VOLUME PAGE: 513  
 DATA AS OF: 05/04/13  
 J-1 J-AMT J-INT PLY CR SUN ST


VIOLATOR	ADDRESS	CITY	PL	PL	PL	PL	PL	PL	PL
SHARP AVAIL MANAGEMENT CORP	15726 QUINCY AVE	FLUSHING	NY11355	8	1084	429.28	4388102		
SHARP BOMBERS CORP	3228 CHERRYPOINT AVE	LONG IS CITY	NY11101	1	195	35	2980108		
SHARP PARKING ASSOCIATION	3228 CHERRYPOINT AVE	LONG IS CITY	NY11101	1	610	3.00	8790304		
SHARP VICTOR	431 W 143RD ST	NEW YORK NY	10031	1	179	115.38	1038669765		
SHARPE CHRISTINA E	4009 ELY AVE	BROOK	NY10466	1	108	3.83	8869948		
SHARPE CORALIE	575 VANDEBILT AVE	BROOKLYN	NY11228	1	120	2.27	8976738		
SHARPE DENISE	96 MARISA CRT	STATEN ISLAND	NY10309	2	185	15.58	1189804		
SHARPE DENNETTE L	190 COVINE AVE # 8G	BROOKLYN	NY11207	1	75	41.40	8807387		
SHARPE DONNETTE L	190 COVINE AVE # 8G	BROOKLYN	NY11207	3	240	34.65	8877329		
SHARPE EUGENIA	244 BOND ST # 4F	BROOKLYN	NY11211	2	230	18.35	8872110		
SHARPE FLORIAN J	11033 171ST PL	SAINT ALBANS	NY11433	1	125	11.67	8862782		
SHARPE GILLERMO	252 ABERGON AVE	STATEN ISLAND	NY10309	1	120	60.87	8883921		
SHARPE GUILLEMO	18 AZALEA CT	STATEN ISLAND	NY10309	1	120	12.20	8877909		
SHARPE HANAN Y	4750 59TH ST # 7C	WOODSIDE	NY11377	4	415	41.44	8873428		
SHARPE HELEN E	11759 141ST ST	JAMAICA	NY11436	1	175	7.29	8874915		
SHARPE JAMES E	100 JOHN ST # 2004	NEW YORK	NY10038	5	516	366.32	8867980		
SHARPE JAMES E	12151 FLYINGLANDS AVE	BROOKLYN	NY11207	1	125	34.23	8855302		
SHARPE JAMES E	14751 72ND RD # 1G	FLUSHING	NY11367	1	108	7.78	8855502		
SHARPE JAMES A	111 LAWRENCE ST # 21	BROOKLYN	NY11361	1	125	18.16	8877666		
SHARPE JEROME D	2419 95TH ST	EAST ELMHURST	NY11369	1	75	4.72	8855119		
SHARPE JOSEPH H	364 SUMNER ST # 7D	BROOKLYN	NY11233	5	820	43.04	8875180		
SHARPE JUDITH N	3617 CLARENDON RD	BROOKLYN	NY11203	2	81	52.44	887858		
SHARPE LAWRENCE A	2455 139TH AVE	ROSELDALE	NY11422	1	125	11.73	8871448		
SHARPE LEO	1514 PARK PL	BROOKLYN	NY11213	3	408	190.08	887227		
SHARPE LINDA V	359 E 64TH ST # 2B	NEW YORK	NY10065	1	105	2.37	8864303		
SHARPE MATTHEW H	95 E 226TH ST	BROOK	NY10466	1	179	10.98	888189		
SHARPE MICHAEL A	144-23 HWYWAY AVE 50	FLUSHING	NY11354	4	380	22.09	888189		
SHARPE MICHAEL A	144-23 HWYWAY AVE 50	FLUSHING	NY11354	1	84	3.04	8882210		
SHARPE PAUL V	95 E 226TH ST	BROOK	NY10466	5	605	39.28	8879310		
SHARPE RAYMOND	4433 CARREYER AVE # 1	BROOK	NY10470	1	108	56.79	8869640		
SHARPE RAYMOND	4433 CARREYER AVE # 1	BROOK	NY10470	4	470	238.76	8869640		
SHARPE RAYMOND	2155 BRONX AVE # 2	BROOK	NY10466	2	215	73.31	8877628		
SHARPE RICHARD C	971 BERGAMOT ST # 3B	BROOKLYN	NY11207	2	150	60.29	8864132		
SHARPE RICHARD C	1828 BOYER AVE	BROOK	NY10469	1	105	8.16	8851823		
SHARPE ALAN L	1485 187 AVE # 10	NEW YORK	NY10075	1	120	.48	8867359		
SHARPE ROBERTO A	190 E 64TH ST # 5A	NEW YORK	NY10009	4	530	144.29	8867158		
SHARPE STEAN R	4009 ELY AVE	BROOK	NY10466	1	95	9.38	8862513		
SHARPE BREEDON	536 BROOKLYN AVE #3P	BROOKLYN NY	11203	1	105	00	886967452		
SHARPE STEPHEN A	1436 TAYLOR AVE # 1	BROOK	NY10460	4	480	134.27	887895		
SHARPE STEPHEN A	14661 221ST ST	SPRINGFIELD GD	NY11413	1	125	28.23	8863287		

**Parking / Red Light / Bus Lane Camera Violations | View Items**

This list contains unpaid violations for license plates associated with you. Please select the items you wish to pay and then CONTINUE.

Click  below to display additional information on the violation. (A new window will open.)











Click  below to display the image of the issued parking ticket. (If you want to view your Notice of Liability or need a copy, you need to **contact us**; NOL copies are not available online.) (A new window will open.)

Click  below to display the image of the issued bus lane violation. (If you want to view your Notice of Liability or need a copy, you need to **contact us**; NOL copies are not available online.) (A new window will open.)

 [Adobe Acrobat Reader](#) (required to view images)

Outstanding Violations as of Tuesday, Jun 11, 2013 11:19 AM

Check this box to select or deselect all items

Select	Plate	Violation	Issued On	Description	Details	Image	Amount Due	Amount to Pay
1 <input type="checkbox"/>	FBY9910	7855465300 In Judgment	04/02/2012	OVERTIME PARKING-MUNI METER			135.26	<input type="text" value="0.00"/>
2 <input type="checkbox"/>	FBY9910	1325751820 In Judgment	04/27/2012	NO PARKING-STREET CLEANING			112.69	<input type="text" value="0.00"/>
3 <input type="checkbox"/>	FBY9910	1325751832 In Judgment	04/27/2012	INSP. STICKER-EXPIRED/MISSING			134.38	<input type="text" value="0.00"/>
4 <input type="checkbox"/>	FBY9910	1338516577 In Judgment	05/08/2012	INSP. STICKER-EXPIRED/MISSING			134.16	<input type="text" value="0.00"/>
5 <input type="checkbox"/>	FBY9910	1338516048 In Judgment	05/23/2012	INSP. STICKER-EXPIRED/MISSING			133.50	<input type="text" value="0.00"/>
<b>Total Due</b>							<b>\$649.99</b>	<b><input type="text" value="0.00"/></b>

Items and amounts might not reflect recent payments made or violations issued in the last 4 weeks. To find a specific violation, search using the ticket or Notice of Liability number.

Please note that any of your vehicles are eligible for towing because of a \$649.99 debt of tickets in judgment.

Go to [NYC.gov Home](#) | [Finance Home](#) | [Health](#) | [Consumer Affairs](#) | [Environmental Protection](#) | [Contact Us](#) | [FAQs](#) | [Privacy Statement](#) | [Site Map](#) | [Search](#)

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SCHEDULE "C"

Loan No: [REDACTED]  
Borrower: PAUL SHARPE

Data ID: 710

NOTE

MIN: [REDACTED]

April 6, 2004

BRONX  
(City)

NEW YORK  
(State)

952 E 226TH ST  
BRONX, NEW YORK 10466  
*(Property Address)*

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 300,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AEGIS FUNDING CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on June 1, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 5208 WEST RENO, SUITE 255, OKLAHOMA CITY, OK 73127 or at a different place if required by the Note Holder.

NEW YORK FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Modified by Möbbsberg, Riddle & Glavin

Form 3233 1/01  
(Page 1 of 4 Pages)



200652832165

INITIALS: PS

Loan No: [REDACTED]

Data ID: 710

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 1,796.72.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note. I may prepay all or any part of the unpaid balance of the principal at any time, in which event Note Holder may, at its option and as permitted by law, assess a prepayment penalty of 5.00% of the amount prepaid in the first year (12 month period).

If this Note is not in default, the Note Holder will use any Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

By accepting partial payment of any payment, Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Acceleration**

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of Principal that has not been paid and all interest that I owe on that amount.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

INITIALS: JS

\*Loan No: [REDACTED]

Data ID: 710

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of notice of acceleration, Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 10, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

INITIALS: JS

Loan No: [REDACTED]

Date ID: 710

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Paul Sharpe*  
 \_\_\_\_\_ (Seal)  
 PAUL SHARPE - Borrower  
*PS* [Sign Original Only]

*[Signature]*  
 PAY TO THE ORDER OF  
 RESIDENTIAL FUNDING CORPORATION  
 WITHOUT RECOURSE  
 AEGIS MORTGAGE CORPORATION  
 TAYLOR PEARCE  
 ASSISTANT SECRETARY

PAY TO THE ORDER OF  
 JP MORGAN CHASE BANK, AS TRUSTEE  
 WITHOUT RECOURSE  
 Residential Funding Corporation  
 By *[Signature]*  
 Julie Faber, Vice President

*[Signature]*  
 PAY TO THE ORDER OF  
 AEGIS MORTGAGE CORPORATION  
 WITHOUT RECOURSE  
 AEGIS FUNDING CORPORATION  
 TAYLOR PEARCE  
 ASSISTANT SECRETARY



ALLONGE TO PROMISSORY NOTE

Loan #: [REDACTED]  
Borrower: Paul W. Starné  
Note Date: April 6, 2004  
Address: 952 East 226<sup>th</sup> Street, Bronx, NY 10466  
Loan Amount: \$300,000.00

PAY TO THE ORDER OF:

The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. successor to JPMorgan Chase Bank N.A., as Trustee for RASC 2004-KS6

Without Recourse

The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. successor to JPMorgan Chase Bank N.A., as Trustee, by Residential Funding Company, LLC fka Residential Funding Corporation, Attorney in Fact

Krystal Kunkle

Krystal Kunkle  
Authorized Officer

SCHEDULE "D"

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

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



2004042300504001001E0317

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 26**

Document ID: 2004042300504001 Document Date: 04-06-2004 Preparation Date: 04-23-2004  
Document Type: MORTGAGE  
Document Page Count: 25

**PRESENTER:**  
ALL ISLAND ABSTRACT LTD. AS AGENT FOR,  
FIDELITY TITLE INS. CO.  
81 SCUDDER AVE.  
NORTHPORT, NY 11768  
631-754-1217  
AIA-F-55654-B

**RETURN TO:**  
AEGIS FUNDING CORPORATION  
ATTENTION: AEGIS FUNDING CORP.  
P.O. BOX 84308  
BATON ROUGE, LA 70884

**PROPERTY DATA**

Borough	Block Lot	Unit	Address
BRONX	4861 77 Entire Lot		952 EAST 226 STREET
Property Type: DWELLING ONLY - 2 FAMILY			

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**MORTGAGER/BORROWER:**  
PAUL V. SHARPE  
952 E. 226TH STREET  
BRONX, NY 10466

**MORTGAGEE/LENDER:**  
MERS  
PO BOX 2026  
FLINT, MI 48501-2026

**FEEs AND TAXES**

Mortgage		Recording Fee: \$	162.00
Mortgage Amount:	\$ 300,000.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$ 300,000.00	NYC Real Property Transfer Tax Filing Fee:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$ 1,500.00		
City (Additional):	\$ 3,000.00		
Spec (Additional):	\$ 0.00		
TASF:	\$ 750.00		
MTA:	\$ 725.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
<b>TOTAL:</b>	<b>\$ 5,975.00</b>		



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

Recorded/Filed 11-01-2004 12:50  
City Register File No. (CRFN):  
2004000675838

*Annette McMill*

City Register Official Signature

Loan No: [REDACTED]  
Borrower: PAUL SHARPE

Data ID: 710

Tax Account Number: \_\_\_\_\_

Return to: AEGIS FUNDING CORPORATION  
ATTENTION: AEGIS FUNDING CORP.  
P.O. BOX 84308  
BATON ROUGE, LA 70884

AIA-F-55654-B

[Space Above This Line For Recording Data]

### MORTGAGE

MIN: 100014720006522838

#### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated April 6, 2004, together with all Riders to this document, will be called the "Security Instrument."

B  
4861

(B) "Borrower." PAUL V. SHARPE, whose address is 952 E 226TH ST, BRONX, NEW YORK 10466 sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

(D) "Lender." AEGIS FUNDING CORPORATION will be called "Lender." Lender is a corporation or association which exists under the laws of the State of DELAWARE. Lender's address is 3250 BRIARPARK DRIVE, SUITE 400, HOUSTON, TX 77042-4204.

L  
77

(E) "Note." The note signed by Borrower and dated April 6, 2004, will be called the "Note." The Note shows that I owe Lender THREE HUNDRED THOUSAND and NO/100—Dollars (U.S. \$ 300,000.00) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by May 1, 2034.

(F) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(G) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(2) Family dwelling

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Modified by Middleberg, Riddle & Glanna Form 3033 1/01

(Page 1 of 20 Pages)



20006522830130

Loan No: [REDACTED]

Data ID: 710

(H) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(I) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider       | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider               | <input type="checkbox"/> Planned Unit Development Rider |  |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider         |  |
| <input type="checkbox"/> Other(s) (specify)          |   |  |

(J) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(K) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(L) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(N) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award or damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in, Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(O) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(Q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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**BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors in interest) and its successors in interest subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

- (A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and
- (B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**DESCRIPTION OF THE PROPERTY**

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (G) below:

- (A) The Property which is located at 952 E 226TH ST,  
(Street)

BRONX, NEW YORK  
(City, Town or Village)

10466 ("Property Address").  
(Zip Code)

This Property is in BRONX County. It has the following legal description:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

**BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

**PLAIN LANGUAGE SECURITY INSTRUMENT**

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

**COVENANTS**

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. Application of Borrower's Payments and Insurance Proceeds. Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments for Taxes and Insurance.

(a) Borrower's Obligations. I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

(1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"

(2) The leasehold payments or ground rents on the Property (if any);



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- (3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this Section 3.

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligations. Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentally, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

(c) Adjustments to the Escrow Funds. Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments And Claims. I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance. I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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6. **Borrower's Obligations to Occupy The Property.** I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. **Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.**

(a) **Maintenance and Protection of the Property.** I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as described in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

(b) **Lender's Inspection of Property.** Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

8. **Borrower's Loan Application.** If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.

9. **Lender's Right to Protect Its Rights in The Property.** If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

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Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay these amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay these amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (a) Mortgage Insurance coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

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Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements About Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date the Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

#### 12. Continuation of Borrower's Obligations And of Lender's Rights.

(a) **Borrower's Obligations.** Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

(b) **Lender's Rights.** Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. **Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations.** If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

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Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

14. **Loan Charges.** Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

15. **Notices Required under this Security Instrument.** All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give written notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Law That Governs this Security Instrument; Word Usage.** This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.



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17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

18. Agreements about Lender's Rights If the Property Is Sold or Transferred. Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance. The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

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I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS**

I also promise and agree with Lender as follows:

**22. Lender's Rights If Borrower Fails to Keep Promises and Agreements.** Except as provided in Section 18 of this Security Instrument, if the condition stated in this Section 22 is not met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 if I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument.

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23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. Agreements about New York Lien Law. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.

25. Agreement to Mediate or Arbitrate. I MUST READ THIS AGREEMENT CAREFULLY. IT LIMITS CERTAIN OF MY RIGHTS, INCLUDING MY RIGHT TO GO TO COURT. In this agreement to mediate or arbitrate (this "Agreement"), (a) "Transaction" means any: (1) payment of money; (2) transfer or exchange of property or any other thing of value; (3) any one or more past, present, or future extensions of, advertisement, solicitation, applications for, or inquiries about, credit, or forbearance of payment, such as a loan, a credit sale, or otherwise, from Lender to me, including this Transaction; (4) gift; or (5) promise to enter into a Transaction; and (b) "Claim" means any case, controversy, dispute, tort, disagreement, lawsuit, claim, or counterclaim, and other matters in question now or in the future existing between Lender and Borrower. A Claim includes, without limitation, anything arising out of, in connection with, or relating to: (1) this Agreement; (2) to the advertisement, solicitation, application, processing, closing or servicing of this Transaction or any instruments executed as a part of it (collectively the "Loan Agreements" which include the terms of the Loan, representations, promises, undertakings or covenants made relating to the Loan, or Loan Agreements executed with the Note and this Security Instrument, services provided under the Loan Agreements, and the validity and construction of the Loan Agreements); (3) any Transaction; (4) the construction, manufacture, advertisement, sale, installation or servicing of any real or personal property which secures this Transaction; (5) any past, present, or future insurance, service, or product that is offered or sold in connection with a Transaction; (6) any documents or instruments that contain information about or document any Transaction, insurance, service, or product; and (7) any act or omission by Lender regarding any Claim.

Mediation. Except as set forth below, all Claims, shall be MEDIATED prior to the filing of any legal proceeding related to any dispute relating to this Transaction. If Lender and I cannot agree on the selection of a mediator for a dispute, the mediator shall be selected as follows: within 5 business days of the notice that either Lender or I have decided to mediate, Lender and I shall each name a mediator and notify that mediator and the other party of the selection. Within 5 business days of their selection the mediators shall jointly select an independent mediator to mediate the dispute. The mediation shall occur not later than 30 days after the final mediator is selected in the city nearest to my residence where a federal district court is located or at another location that Lender and I agree is convenient.

Lender and I agree to participate in the mediation in good faith with the intention of resolving the dispute, if possible. Legal counsel may, but is not required to, represent Lender or me at the mediation. All mediation sessions will be private and all information disclosed during the mediation will be confidential. The mediator may prescribe other rules for the mediation. Lender and I will equally share the filing fees. Any administrative fees greater than the amount of the filing fees that would be charged for a Claim equal to my loan amount will be paid by whoever requested it. Lender will pay the cost of up to one (1) full day of mediation hearings. If the hearings exceed one (1) day, whoever requested the hearing will pay the costs. Attorneys' fees and related expenses are each party's responsibility.

This Agreement to mediate is specifically enforceable.

If for any reason the mediation is not completed within 45 days after the final mediator is selected, or if after the mediation, any Claim is still unresolved, such Claim shall be resolved solely and exclusively by arbitration in accordance with this Agreement.

**Arbitration.** To the extent allowed by Applicable Law, any Claim, except those set forth below, shall be resolved by binding arbitration in accordance with: (a) the Federal Arbitration Act, 9 U.S.C. §§ 1-16; (b) the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") then in effect; and (c) this Agreement. If the terms of this Agreement and the Arbitration Rules are inconsistent, the terms of this Agreement shall control. A copy of the Arbitration Rules, free of charge, may be obtained by calling (800) 778-7879. The laws applicable to the arbitration proceedings shall be the laws of the state in which the property which secures the Transaction is located. Lender and I agree that the arbitrator shall have all powers provided by law, this Agreement, and the Loan Agreements. However, the arbitrator shall have no power to vary or modify any of the provisions of the Loan Agreements. Any party to this Agreement may bring an action in any court having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, or to compel arbitration of any Claim. An action to specifically enforce this Agreement, or a motion to compel arbitration may be brought at any time, even after a Claim has been raised in a court of law or a Transaction has been completed, discharged, or paid in full.

**Place of Arbitration.** The arbitration will be conducted in the city nearest to my residence where a federal district court is located or at another location that Lender and I agree is convenient.

**Cost of Arbitration.** Lender and I will equally share the filing fees. Any administrative fees greater than the amount of the filing fees that would be charged for a Claim equal to my loan amount will be paid by whoever requested it. Lender will pay the cost of up to one (1) full day of arbitration hearings. If the hearings exceed one (1) day, whoever requested the hearing will pay the costs.

**Timing of Hearing.** The arbitration hearing shall commence within forty-five (45) days of the demand for arbitration.

**NO CLASS ACTIONS; NO JOINDER OF PARTIES; WAIVER OF RIGHT TO JURY TRIAL. THE ARBITRATION WILL TAKE THE PLACE OF ANY COURT PROCEEDING INCLUDING A TRIAL BEFORE A JUDGE OR A JUDGE AND JURY. THE ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A COMMON OR CLASS ACTION. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY LENDER AND ME THAT ANY PURPORTED COMMON ISSUES OF LAW OR FACT SHALL BE RESOLVED ON SUCH AN INDIVIDUAL BASIS.**

**Judgment.** The award rendered by the arbitrator shall be final, non-appealable and judgment may be entered upon it in accordance with Applicable Law in any court with jurisdiction.

**Confidentiality.** Lender and I agree that the mediation and arbitration proceedings are confidential. The information disclosed in these proceedings cannot be used for any purpose in any other proceeding.

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**Claims Excluded from Mediation and Arbitration.** Regardless of the previous paragraphs, neither Lender nor I can require the other to mediate or arbitrate: (a) any type of foreclosure proceedings, proceedings where the Lender seeks a deficiency judgment, or any comparable procedures allowed under Applicable Law where a lien holder may acquire title to or possession of any property which is security for this Transaction and any related personal property (including an assignment of rents or appointment of a receiver), upon my default on the Transaction; (b) my application for relief under the federal bankruptcy laws or any other similar laws of general application for the relief of debtor, through the institution of appropriate proceedings; or (c) any Claim where Lender seeks damages or other relief because of my default under the terms of a Transaction; (d) any Claim where relief could be granted by the small claims court closest to my residence; or (e) any class action suit. Enforcement of this section will not waive the right to arbitrate any other Claim, including a Claim asserted as a counterclaim in a lawsuit brought under this section.

**Effect of Rescission.** If I have the right to rescind this Transaction, rescinding it will not rescind this Agreement.

**No Other Arbitration Agreements.** This Agreement is the only agreement between Lender and me regarding alternative dispute resolution, and supersedes any prior agreements to mediate or arbitrate Claims. This Agreement may only be modified by a written agreement between Lender and me.

**LENDER AND I AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY OF ANY AND ALL CLAIMS.**

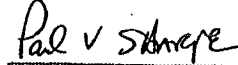
**26. Borrower's Statement Regarding the Property** [check box as applicable].

This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

This Security Instrument 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 with each dwelling unit having its own separate cooking facilities.

This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 20 of this Security Instrument and in any Rider signed by me and recorded with it.

  
\_\_\_\_\_  
PAUL V. SHARPE<sup>Borrower</sup> (Seal)

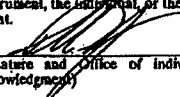
Loan No: [REDACTED]

Data ID: 710

[Space Below This Line For Acknowledgment]

State of NEW YORK §  
County of Bronx §

On the 6th day of April, in the year 2021, before me, the undersigned, personally appeared PAUL SHARPE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
(Signature and Office of individual taking acknowledgment)

My commission expires: \_\_\_\_\_

RUSSELL DALY  
NOTARY PUBLIC, State of New York  
No. 921030000  
Qualified in Bronx County  
Commission Expires July 24, 2022  
(Printed Name)

Title No. AIA F-51237-B

SCHEDULE A - DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, County of Bronx and which is known and designated by Lot No.92 on a certain map entitled "Map of 329 choice lots being part of the Schieffelin Estate, situate in the 24<sup>th</sup> Ward, New York City, Borough of The Bronx" made by Charles M. Mapes, CE/CS dated May, 1906, and filed in the Register's Office, New York County as Map No.1114A, bounded and described as follows:

BEGINNING at a point on the southerly side of East 226<sup>th</sup> Street, as laid out on said map, distant 211.26 feet westerly from the 226<sup>th</sup> Street with the westerly side of Paulding Avenue, as legally opened;

RUNNING THENCE southerly at right angles with the southerly side of 226<sup>th</sup> Street, 109.01 feet;

THENCE westerly parallel with the southerly side of East 226<sup>th</sup> Street, 25 feet;

THENCE northerly at right angles with the southerly side of said East 226<sup>th</sup> Street, 109.01 feet to the southerly side of East 226<sup>th</sup> Street;

THENCE easterly along the southerly side of East 226<sup>th</sup> Street, 25 feet to the point or place of BEGINNING.

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK  
SCHEDULE A - DESCRIPTION



Loan No: [REDACTED]  
Borrower: PAUL SHARPE

Data ID: 710

### LEGAL DESCRIPTION

Paste legal description here then photocopy. Attach to the document to be recorded and file as one instrument.

Title No. AIA F-51237-B

### SCHEDULE A - DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, County of Bronx and which is known and designated by Lot No.92 on a certain map entitled "Map of 329 choice lots being part of the Schieffelin Estate, situate in the 24<sup>th</sup> Ward, New York City, Borough of The Bronx" made by Charles M. Mapes, CE/CS dated May, 1906, and filed in the Register's Office, New York County as Map No.1114A, bounded and described as follows:

BEGINNING at a point on the southerly side of East 226<sup>th</sup> Street, as laid out on said map, distant 211.26 feet westerly from the 226<sup>th</sup> Street with the westerly side of Paulding Avenue, as legally opened;

RUNNING THENCE southerly at right angles with the southerly side of 226<sup>th</sup> Street, 109.01 feet;

THENCE westerly parallel with the southerly side of East 226<sup>th</sup> Street, 25 feet;

THENCE northerly at right angles with the southerly side of said East 226<sup>th</sup> Street, 109.01 feet to the southerly side of East 226<sup>th</sup> Street;

THENCE easterly along the southerly side of East 226<sup>th</sup> Street, 25 feet to the point or place of BEGINNING.

2000822830133

Loan No: [REDACTED]  
Borrower: PAUL SHARPE

Data ID: 710

**1-4 FAMILY RIDER  
(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this 6th day of April, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AEGIS FUNDING CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

952 E 226TH ST  
BRONX, NEW YORK 10466  
(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT:** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

MULTISTATE 1-4 FAMILY RIDER - Florida Mass/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01  
(Page 1 of 3 Pages)



2000622630185

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**E. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**F. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**H. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Loan No: [REDACTED]

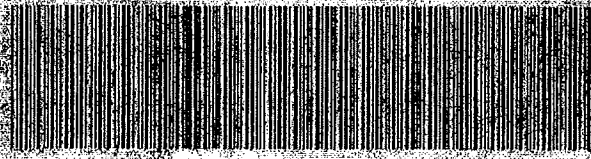
Data ID: 710

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Paul V. Sharpe (Seal)  
PAUL V. SHARPE -Borrower

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

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



2012102500454001001E9E07

**RECORDING AND ENDORSEMENT COVER PAGE**

PAGE 1 OF 3

Document ID: 2012102500454001 Document Date: 10-22-2012 Preparation Date: 10-23-2012

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 1

**PRESENTER:**

INDECOMM GLOBAL SERVICES  
2525 COUNTRY DRIVE  
ST. PAUL, MN 55117  
651-765-6408  
acriscoverpage@usrecordings.com

**RETURN TO:**

INDECOMM GLOBAL SERVICES  
2525 COUNTRY DRIVE  
ST. PAUL, MN 55117  
651-765-6408  
acriscoverpage@usrecordings.com

**PROPERTY DATA**

Borough	Block Lot	Unit	Address
BRONX	4861 77	Entire Lot	952 E 226TH STREET

Property Type: DWELLING ONLY - 2 FAMILY

**CROSS-REFERENCE DATA**

CRFN: 2004000675838

**PARTIES**

**ASSIGNOR/OLD LENDER:**  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.  
1901 E VOORHEES STREET, SUITE C  
DANVILLE, IL 61834

**ASSIGNEE/NEW LENDER:**  
THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.  
C/O GMAC MORTGAGE LLC, 1100 VIRGINIA DRIVE  
FORT WASHINGTON, PA 19034

\* Additional Parties Listed on Continuation Page

**FEES AND TAXES**

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00	\$	0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:			\$ 0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	\$ 0.00
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		
TASP:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 42.00		
Affidavit Fee:	\$ 0.00		

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

Recorded/Filed 11-01-2012 15:48  
City Register File No. (CRFN):  
2012000432000



*Annette M. Hill*

City Register Official Signature

ASSIGNMENT OF MORTGAGE

MIN: 100014720006522838  
MERS: Phone #: 888-679-6377

KNOW ALL MEN BY THESE PRESENTS that Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Aegis Funding Corporation, its successors and assigns, with an address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834, and P.O. Box 2026, Flint, MI 48501-2026 ( Assignor ), does hereby ASSIGN AND TRANSFER to The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A, successor to JPMorgan Chase Bank N.A., as Trustee for RASC 2004-KS6, with an address in C/O GMAC Mortgage, LLC, 1100 Virginia Drive, Fort Washington, PA 19034, ( Assignee ), all right title and interest in and to that certain Mortgage executed by Phil V. Sharpe as Mortgagors on April 6, 2004, and recorded in the Office of the Clerk of the County of BRONX, State of New York, on November 1, 2004, in CREN-2004000675838, given to secure the payment of a promissory note in the original amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and interest. The real property secured by said Mortgage is located and known as 962 East 226th Street, Bronx, NY 10466 (Block: 4661 Lot: 77), and is more fully described in the Mortgage. Assignor does hereby assign and transfer to Assignee all rights accrued under said Mortgage and all indebtedness secured thereby.

THIS ASSIGNMENT is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

IN WITNESS WHEREOF, said Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Aegis Funding Corporation, its successors and assigns, has caused this instrument to be signed by its Assistant Secretary and attested to on this 20 day of October, 2012.



Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Aegis Funding Corporation, its successors and assigns

By: [Signature]  
Name: Tanya Renea Payne Whistart  
Title: Assistant Secretary

STATE OF Pennsylvania  
COUNTY OF Montgomery ) ss.

On the 20 day of October, 2012, before me the undersigned, personally appeared Tanya Renea Payne Whistart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) 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 his/her/their signature (s) on the instrument, the individual (s) or the person on behalf of which the individual (s) acted, executed the instrument and that such individual made such appearance before the undersigned in FORT WASHINGTON, PA.

When Recorded Return To:  
Indacomm Global Services  
2925 Country Drive  
St. Paul, MN 55117



[Signature]  
Notary Public Patricia Nolan Hoffman  
My Commission Expires: 11-15-15

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
PATRICIA NOLAN HOFFMAN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires November 15, 2015



10301 10/24/2012 78110739/1

78110739

**SCHEDULE "E"**

**Principal Balance**

**\$ 266,095.88**

**Interest @ 5.99 % per annum from date of November 1, 2011**

**Additional charges, costs and fees incurred in connection with  
the default as provided for in the Note and Mortgage and/or  
Loan Modification Agreement if modified**







SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF BRONX

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA THE BANK  
OF NEW YORK TRUST COMPANY, N.A., SUCCESSOR  
TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR  
RASC 2004-KS6,

Index No.: 35257/2013E  
Date Purchased: 08/19/2013

AFFIDAVIT OF SERVICE

Plaintiff(s),

vs.

PAUL V. SHARPE, ET AL.,

Defendant(s),

Raymond E Brown Jr

the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of eighteen and not a party to this action. I reside in the state of SOUTH CAROLINA On 10/19/13 at 6:10 AM/PM served the within NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on on PAUL V. SHARPE, Defendant(s) by hand letter 1303 notice re colored paper

Said service was effected at 1568 SPAMM RD GREELEYVILLE, S.C. in the following manner:

- Personal Service: By leaving a copy of the NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on with PAUL V. SHARPE personally.
- Substitute Service: By leaving a copy of the NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on at the above address which is PAUL V. SHARPE's usual place of abode, with:

\_\_\_\_\_ a person of his/her family, or other person residing there, over the age of 16 years who was informed of the contents of the NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on.

- Affixing to the door: After attempting service on \_\_\_\_\_ at \_\_\_\_\_ and \_\_\_\_\_ at \_\_\_\_\_ deponent affixed to the aforementioned address. Deponent spoke with \_\_\_\_\_, who stated to deponent that said Defendant lived there, and had no knowledge of the place of employment of the Defendant.
- Mailing: On \_\_\_\_\_, the deponent enclosed a copy of the NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on in a first class postpaid envelope bearing the words "Personal and Confidential" properly addressed to defendant and defendant's last known residence, at 1568 SPAMM ROAD, GREELEYVILLE, SC 29056 and deposited said envelope in an official depository under the exclusive care and custody of the U.S. Postal Service in the State of \_\_\_\_\_. The envelope did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the defendant.

Add Comments: \_\_\_\_\_

Description of person process was left with:

Sex: M Race: B Approx. Age: 55 Hair Color: BRN Height: 5-7  
Weight: 275

Is defendant in the military? YES  NO

Signed and sworn to before me on this 20<sup>th</sup> day of October, 2013.

Raymond E Brown Jr  
Raymond E Brown Jr  
(Print Name)

William G. Brown  
Notary Public of SC my commission expires 02/01/16



**Affidavit of Service by Mail**  
PURSUANT TO CPLR 3215

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF BRONX

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONALASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC 2004-KS6	Att File: GMNC1815 Internal Id: 170485 Index: 35257/2013E S & C Filed: 08/19/2013
-against-	
PAUL V. SHARPE, ET AL	

STATE OF NEW YORK COUNTY OF NASSAU ss.:

Robert Ciulla being duly sworn, deposes and says deponent is not a party to this action and is over the age of eighteen years and resides in the State of New York.

That on Deponent mailed a copy of the **SUMMONS** in this action on those defendants listed below by first class mail in an envelope bearing the legend "personal and confidential" and not indicating on the outside of the envelope that the communication is from an attorney or concerns an alleged debt.

Defendant(s): **PAUL V. SHARPE**  
1568 SPAMM ROAD, GREELEYVILLE, SC 29056

Said mailing(s) was made to the Defendant(s) place of residence if known. If unknown, the mailing was made to the Defendant(s) at his/her last known residence.

The foregoing statements are true, under penalty of perjury.

Sworn to before me on : 10/29/13

CARMEN SANABRIA-HOLLMAN  
Notary Public, State of New York  
No. 01SA6214600  
Qualified in Nassau County  
Commission Expires Dec. 14, 2013

\_\_\_\_\_  
Robert Ciulla

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY  
OF BRONX

AFFIDAVIT OF SERVICE



\*167561\*

Index no : 35257/2013E  
Date Index Number Purchased: 08/19/2013

Plaintiff(s): THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION  
FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., SUCCESSOR TO  
JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC 2004-KS6  
Defendant(s): PAUL V. SHARPE, ET AL

STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

Joseph Donovan, the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of eighteen and not a party to this action. I reside in the STATE OF NEW YORK.

On 08/21/2013 at 1:38 PM, I served the within NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on on UNITED STATES OF AMERICA at 86 CHAMBERS ST, NEW YORK, NY 10007 in the manner indicated below:

CORPORATE SERVICE: By delivering a true copy of said documents to Lisa Ahearn, AUTHORIZED AGENT of the above named corporation. The undersigned asked the recipient if he/she is authorized to accept service on behalf of UNITED STATES OF AMERICA, and the recipient responded in the affirmative.

Comments: RECIPIENT SIGNED FOR THE PAPERS.

A description of the defendant, or other person served on behalf of the defendant is as follows:

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	White	Brown	40-49	5ft4In- 5ft7In	175 - 199 lbs
Other Features: Glasses					

Sworn to and subscribed before me on  
08/26/2013 08/27/2013

CARMEN SANABRIA-HOLLMAN  
Notary Public, State of New York  
No. 01SA6214600  
Qualified in Nassau  
Commission Expires 12/14/2013

*Erin M. Fitzpatrick*  
ERIN M. FITZPATRICK  
Notary Public, State of New York  
No. 01F16278541  
Qualified in Nassau County  
Commission Expires March 25, 2017

X *[Signature]*  
Joseph Donovan  
License#: 1292936  
THE LAW OFFICES OF FEIN, SUCH & CRANE, LLP  
28 EAST MAIN STREET  
SUITE 1800  
ROCHESTER, NY 14614  
585-232-7400  
Atty File#: GMNC1815

## Affidavit of Service via Certified Mailing

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF BRONX

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST  
COMPANY, N.A., SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS  
TRUSTEE FOR RASC 2004-KS8

-against-

PAUL V. SHARPE, ET AL

Attorney: FEIN, SUCH, CRANE  
Att. File: GMNC1815  
Index: 35257/2013E  
S&C Filed: 08/19/2013  
Job #: 167561

ROBERT CIULLA, being duly sworn, deposes and says deponent is not a party to this action and is over the age of eighteen years and resides in the State of New York.

That on September 12, 2013, Deponent mailed a copy of the NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on, in this action on those defendants listed below by certified mail with a return receipt requested in an envelope bearing the legend "personal and confidential" and not indicating on the outside of the envelope that the communication is from an attorney or concerns an alleged debt.

Defendant(s):

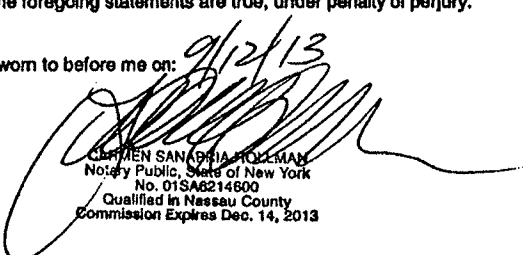
UNITED STATES OF AMERICA  
C/O U S ATTORNEY  
950 PENNSYLVANIA AVENUE  
WASHINGTON DC 20530-0001  
Receipt #: 7012 3460 0000 7294 7848

Said mailing(s) was made to the defendant(s) place of residence if known. If unknown, the mailing was made to the defendant(s) place of employment. If said place of employment was unknown, the mailing was made to the defendant(s) at his/her last known residence.

This is an additional mailing that was completed as this said defendant.

The foregoing statements are true, under penalty of perjury.

Sworn to before me on: 9/12/13

  
CARMEN SANABRIA HOLLMAN  
Notary Public, State of New York  
No. 01SA6214600  
Qualified in Nassau County  
Commission Expires Dec. 14, 2013

  
ROBERT CIULLA

THE LAW OFFICES OF FEIN, SUCH & CRANE, LLP  
28 EAST MAIN STREET  
SUITE 1800  
ROCHESTER, NY 14614  
585-232-7400

**FILED: BRONX COUNTY CLERK 09/10/2013**

INDEX NO. 35257/2013E

NYSCEF DOC. NO. 4  
COUNTY OF BRONX

SUPREME COURT OF THE STATE OF NEW YORK

RECEIVED NYSCEF: 09/10/2013  
# 69315

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONALASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC 2004-KS6,

Plaintiff(s) INDEX# 35257/2013E  
Date filed 8/19/2013

against

PAUL V. SHARPE, ET AL.

Defendant(s)

STATE OF NEW YORK

COUNTY OF ALBANY 167562

**SECRETARY OF STATE - AFFIDAVIT OF SERVICE**

PAUL J. SANTSPREE SR. being duly sworn, deposes and says that deponent is not a party to this action, is over the age of 18 years and has a principal place of business in the County of Albany, State of New York. That on 8/29/2013 at 3:48 PM, at the office of the Secretary of State, of the State of New York in the City of Albany, New York, he served a true copy of a

**SUMMONS and COMPLAINT NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING**

on RAB PERFORMANCE RECOVERIES, L.L.C., Defendant in this action.

By delivering to and leaving with DONNA CHRISTIE, authorized agent in the office of the Secretary of the State, State of New York, personally at the office of the Secretary of State, of the State of New York, two (2) true copies thereof and that at the time of making such service, deponent paid said Secretary of State a fee of \$40.00, unless exempt by law. That said service was made pursuant to Section 303 LLC

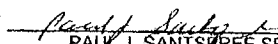
Bearing Index Number and Filing Date endorsed thereon.

- [ ] Deponent additionally served upon the above named defendant one (1) true copy of the RPAPL SEC. 1303 Homeowner's Foreclosure Notice which was printed in bold, 14 point font size and printed on colored paper which is a color other than said pleading
- [ ] an additional copy of the summons was mailed to the defendant pursuant to CPLR 3215

**Description** Description of the Recipient is as follows:

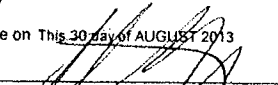
A Female with White skin, Blonde hair, who is approximately 50 years of age and has an approximate height of 5' 5" and approximate weight of 150 pounds.

Other identifying features are as follows: Glasses.

  
PAUL J. SANTSPREE SR.  
Process Server

State of New York  
County of Albany

Sworn to before me on This 30 day of AUGUST 2013

  
Notary Public-Michelle M. Santspree

Michelle M. Santspree  
Notary Public, State of New York  
NO. 01SA5047611  
Qualified in Albany County  
Commission Expires August 7, 2017

Barbara M. Santspree  
Notary Public, State of New York  
No. 01SA6071764  
Qualified in Albany County  
Commission Expires March 25, 2014

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY  
OF BRONX

AFFIDAVIT OF SERVICE



\*167583\*

Index no : 35257/2013E  
Date Index Number Purchased: 08/19/2013

Plaintiff(s): THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION  
FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., SUCCESSOR TO  
JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC 2004-KS6  
Defendant(s): PAUL V. SHARPE, ET AL

STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

Joseph Donovan, the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of eighteen and not a party to this action. I reside in the STATE OF NEW YORK.

On 08/21/2013 at 1:21 PM, I served the within NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on on NEW YORK CITY ENVIRONMENTAL CONTROL BOARD at 100 CHURCH STREET, NEW YORK, NY 10007 in the manner indicated below:

CORPORATE SERVICE: By delivering a true copy of said documents to Dimitriy Aronov, AUTHORIZED AGENT of the above named corporation. The undersigned asked the recipient if he/she is authorized to accept service on behalf of NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, and the recipient responded in the affirmative.

A description of the defendant, or other person served on behalf of the defendant is as follows:

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Male	White	Gray	50-59	5'08In-5'11In	175 - 199 lbs
Other Features:					

Sworn to and subscribed before me on  
08/20/2013 08/27/2013

SARMEN SANABRIA-HOLLMAN  
Notary Public, State of New York  
No. 01SA6214600  
Qualified in Nassau  
Commission Expires 12/14/2013

X   
Joseph Donovan  
License#: 1292936  
THE LAW OFFICES OF FEIN, SUCH & CRANE, LLP  
28 EAST MAIN STREET  
SUITE 1800  
ROCHESTER, NY 14614  
585-232-7400

Atty File#: GMNC1815

ERIN M. FITZPATRICK  
Notary Public, State of New York  
No. 01FI6278541  
Qualified in Nassau County  
Commission Expires March 25, 2017

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY  
OF BRONX



#167584\*

AFFIDAVIT OF SERVICE

Index no : 35257/2013E  
Date Index Number Purchased: 08/19/2013

Plaintiff(s): THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION  
FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., SUCCESSOR TO  
JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC 2004-KS6  
Defendant(s): PAUL V. SHARPE, ET AL

STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

GARY CARDI, the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of eighteen and not a party to this action. I reside in the STATE OF NEW YORK.

On 08/22/2013 at 1:53 PM, I served the within NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on on NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE at 250 VETERANS MEMORIAL HIGHWAY, HAUPPAUGE, NY 11788 in the manner indicated below:

CORPORATE SERVICE: By delivering a true copy of said documents to AMIKA PARKH, AUTHORIZED TO ACCEPT of the above named corporation. The undersigned asked the recipient if he/she is authorized to accept service on behalf of NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, and the recipient responded in the affirmative.

A description of the defendant, or other person served on behalf of the defendant is as follows:

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	White	Black	40-49	5ft0In- 5ft3In	125 - 149 lbs
Other Features:					

Sworn to and subscribed before me on  
08/28/2013

CARMEN SANABRIA-HOLLMAN  
Notary Public, State of New York  
No. 01SA6214600  
Qualified in Nassau  
Commission Expires 12/14/2013

ASHLEY L. ADAMS  
Notary Public, State of New York  
No. 01AD6262775  
Qualified in Nassau County  
Commission Expires May 29, 2016

X  
  
GARY CARDI  
THE LAW OFFICES OF FEIN, SUCH & CRANE, LLP  
28 EAST MAIN STREET  
SUITE 1800  
ROCHESTER, NY 14614  
585-232-7400  
Atty File#: GMNC1815



SUPREME COURT OF THE STATE OF NEW YORK, COUNTY  
OF BRONX



\*167585\*

AFFIDAVIT OF SERVICE

Index no : 35257/2013E  
Date Index Number Purchased: 08/19/2013

Plaintiff(s):	THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC 2004-KS6
Defendant(s):	PAUL V. SHARPE, ET AL

STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

Joseph Donovan, the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of eighteen and not a party to this action. I reside in the STATE OF NEW YORK.

On 08/21/2013 at 1:21 PM, I served the within NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES, SUMMONS AND COMPLAINT bearing index number and filing date endorsed there on on NYC DEPARTMENT OF FINANCE-PARKING VIOLATIONS BUREAU CITY COLLECTOR & BRONX REDEMPTION CENTER at 100 CHURCH STREET, NEW YORK, NY 10007 in the manner indicated below:

CORPORATE SERVICE: By delivering a true copy of said documents to Dimitriy Aronov, AUTHORIZED AGENT of the above named corporation. The undersigned asked the recipient if he/she is authorized to accept service on behalf of NYC DEPARTMENT OF FINANCE-PARKING VIOLATIONS BUREAU CITY COLLECTOR & BRONX REDEMPTION CENTER, and the recipient responded in the affirmative.

A description of the defendant, or other person served on behalf of the defendant is as follows:

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Male	White	Gray	50-59	5ft8In-5ft11In	175 - 199 lbs
Other Features:					

Sworn to and subscribed before me on  
08/26/2013 at 27/2013

~~CARMEN SANABRIA-HOLLMAN~~  
Notary Public, State of New York  
No. 01SA6214600  
Qualified in Nassau  
Commission Expires 12/14/2013

X   
Joseph Donovan  
License#: 1292936  
THE LAW OFFICES OF FEIN, SUCH & CRANE, LLP  
28 EAST MAIN STREET  
SUITE 1800  
ROCHESTER, NY 14614  
585-232-7400  
Atty File#: GMNC1815

ERIN M. FITZPATRICK  
Notary Public, State of New York  
No. 01F18278541  
Qualified in Nassau County  
Commission Expires March 25, 2017

AFFIDAVIT OF DELIVERY


SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF BRONX

<p>THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONALASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC 2004-KS6</p> <p>VS.</p> <p>PAUL V. SHARPE, ET AL</p>	<p>AFFIDAVIT OF DELIVERY OF 1303 RPAPL § 1303 NOTICE ON TENANT</p> <p>INDEX NO: 35257/2013E</p> <p>PURCHASE DATE: 08/19/2013</p>
--	--

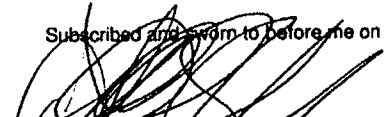
STATE OF NEW YORK     )  
COUNTY OF NASSAU     ) SS.:

I, Robert Ciulla, being duly sworn, deposes and says that he/she is over 18 years of age and not a party to this action; that on 10/29/2013 at 952 EAST 226TH STREET, BRONX, NY 10466, deponent delivered the Notice required by RPAPL § 1303, which Notice as delivered, was printed on PINK paper, the title of the Notice appeared to be in bold 20-point type, and the text appeared to be in bold, 14-point type, on Defendant/Tenant named herein, in the following manner:

In compliance with RPAPL 1303, a tenant notice, printed on colored paper that is other than the color of the summons and complaint was mailed in a postpaid, property addressed envelope by first class mail addressed to OCCUPANTS residing at the property listed above.

  
\_\_\_\_\_  
Robert Ciulla

Subscribed and sworn to before me on : 10/29/2013

  
CARMEN SANABRIA HOLLMAN  
Notary Public, State of New York  
NO. No. 01SA6214600  
Qualified in Nassau  
Commission Expires 12/14/2013



## HELP FOR HOMEOWNERS IN FORECLOSURE

NEW YORK STATE LAW REQUIRES THAT WE SEND YOU THIS NOTICE ABOUT THE FORECLOSURE PROCESS. PLEASE READ IT CAREFULLY.

### SUMMONS AND COMPLAINT

YOU ARE IN DANGER OF LOSING YOUR HOME. IF YOU FAIL TO RESPOND TO THE SUMMONS AND COMPLAINT IN THIS FORECLOSURE ACTION, YOU MAY LOSE YOUR HOME. PLEASE READ THE SUMMONS AND COMPLAINT CAREFULLY. YOU SHOULD IMMEDIATELY CONTACT AN ATTORNEY OR YOUR LOCAL LEGAL AID OFFICE TO OBTAIN ADVICE ON HOW TO PROTECT YOURSELF.

### SOURCES OF INFORMATION AND ASSISTANCE

The State encourages you to become informed about your options in foreclosure. In addition to seeking assistance from an attorney or legal aid office, there are government agencies and non-profit organizations that you may contact for information about possible options, including trying to work with your lender during this process.

To locate an entity near you, you may call the toll-free helpline maintained by the New York State Department of Financial Services' at 1-800-269-0990 or visit the Department's website at <http://www.dfs.ny.gov>.

### FORECLOSURE RESCUE SCAMS

Be careful of people who approach you with offers to "save" your home. There are individuals who watch for notices of foreclosure actions in order to unfairly profit from a homeowner's distress. You should be extremely careful about any such promises and any suggestions that you pay them a fee or sign over your deed. State law requires anyone offering such services for profit to enter into a contract which fully describes the services they will perform and fees they will charge, and which prohibits them from taking any money from you until they have completed all such promised services.

§ 1303 NOTICE



The Bank of NY

Plaintiff

Index No.: 35257/13

- against -

Paul V. Shaipe

Defendant(s)

Calendar No.: 3

In accordance with the rules of the FSCP (CPLR 3408 and 22 NYCRR 202.12-a) and in conjunction with the Supervising Judge's Rules of the Part (published on the court's website at http://www.nycourts.gov/COURTS/12jd/BRONX/Civil/pdfs/ForeclosureSettlementPartRules.pdf), the plaintiff appearing by Kristy Pelusi and the defendant appearing by Sharon Aarons on this date of JUN 26 2014 a settlement conference, representing the 9 conference on this matter, was held before JOSEPHINE M. BASTONE and the aforesaid Principal Law Clerk/Court Attorney/Court Attorney Referee reports and directs as follows: SPECIAL REFEREE

1) It is hereby ordered that this matter is adjourned for further conference to \_\_\_\_\_ for the following reason(s):

- The case is under review for a short sale/ a short sale closing is pending
- Deed in lieu of foreclosure
- HAMP I (primary residential owner-occupied property)
- HAMP II (investment property of owner)
- In-house modification
- MAP
- This case has been settled. Plaintiff is directed to file a notice of discontinuance and vacatur of the lis pendens within \_\_\_ days of this Order.
- Other: \_\_\_\_\_

2) The case is dismissed with/without prejudice for the following reason:

- No appearance by defendant(s) and plaintiff(s)
- Plaintiff has failed to file a stipulation of discontinuance within the time frame of CPLR 3408(g)
- Plaintiff has failed to negotiate in good faith
- Other: \_\_\_\_\_

3) This matter is referred back to the IAS part, for the reason(s) stated below.

- This case does not meet the criteria of the Residential Foreclosure Part because:
  - The defendant does not qualify for any type of loan modification
  - The defendant has multiple investment properties
  - Defendant has had multiple modifications of same property and/or various properties
  - Defendant's subject property is not owner-occupied
  - Defendant is a corporation
  - Defendant has failed to negotiate in good faith.
  - Defendant failed to appear

Other: Case was marked final for today if difficult to respond to pl's NOI on this investment prop. Def failed to respond. Further, Cheryl Brown has not brought in a POA as directed by the IAS conf. Def may, if he so choose, submit docs to pl, & pl will review. Proceed.

Matter is stayed for 30 days following the release from the FSCP

The foregoing report and/or directive(s) is approved and SO ORDERED,

Dated: 6/26/14

SMAA

Sharon A. M. Aarons, J.S.C.



SUPREME COURT OF THE STATE OF NEW YORK:  
COUNTY OF BRONX

-----X  
THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA THE  
BANK OF NEW YORK TRUST COMPANY, N.A.  
SUCCESSOR TO JPMORGAN CHASE BANK, N.A.,  
AS TRUSTEE FOR RASC 2004-KS6,

Plaintiff,

-against-

PAUL V. HARPE; UNITED STATES OF AMERICA;  
RAB PERFORMANCE RECOVERIES LLC; NEW  
YORK CITY ENVIRONMENTAL CONTROL  
BOARD; NEW YORK STATE DEPARTMENT OF  
TAXATION AND FINANCE; NYC DEPARTMENT  
OF FINANCE-PARKING VIOLATIONS BUREAU  
CITY COLLECTOR & BRONX REDEMPTION  
CENTER;

“JOHN DOE” AND “JANE DOE” said names being  
fictitious, it being the intention of Plaintiff to designate  
any and all occupants of the premises being foreclosed  
herein,

Defendants.  
-----X

INDEX NO.: 35257/13

**AFFIDAVIT AS TO  
MILITARY SERVICE**

MORTGAGED PREMISES:  
952 E 226TH STREET  
BRONX, NY 10466

BL #: 4861 - 77

Nadia R. Martin, being of lawful age and being first duly sworn on oath, states and  
deposes as follows:

1. I am a Legal Assistant at McCabe, Weisberg & Conway, PC.
2. On November 25, 2015 I caused to be run an online search through the  
Department of Defense Manpower Data Center at <https://www.dmdc.osd.mil/scra/owa/home>,  
which indicated that the defendant Paul Sharpe was not in the military service of the United  
States as of the date I conducted the search. A true and accurate copy of the printout of the





**Status Report  
Pursuant to Servicemembers Civil Relief Act**

Last Name: SHARPE

First Name: PAUL

Middle Name: V.

Active Duty Status As Of: Nov-25-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
 Department of Defense - Manpower Data Center  
 4800 Mark Center Drive, Suite 04E25  
 Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via this URL: [https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating Service Members or Getting a Mailing Address](https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating%20Service%20Members%20or%20Getting%20a%20Mailing%20Address). If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

**Certificate ID: H2J0U15CX277CF0**

online search results from the Department of Defense Manpower Data Center is attached hereto.

By: Nadia R. Martin  
Nadia R. Martin

STATE OF NEW YORK)

ss.

COUNTY OF SUFFOLK)

Sworn to (or affirmed) and subscribed before me this 25th day of November, 2015, by Nadia R. Martin, personally known to me to be the person who executed this Affidavit on behalf of the entity therein named.

WITNESS my hand and official seal

SEAL OR STAMP

Trisha D. Williams  
(Signature of Notary Public)

TRISHA D. WILLIAMS  
Notary Public - State of New York  
No. 01W16312832  
Qualified in Queens County  
My Comm. Expires Oct. 6, 2018

My Commission Expires:

October 6, 2018

(Print, type or stamp commission name of Notary Public)



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA  
THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
SUCCESSOR TO JPMORGAN CHASE BANK, N.A.,  
AS TRUSTEE FOR RASC 2004-KS6,

Plaintiff,

**AFFIRMATION**

v.

Index No.: 35257-2013E

PAUL V. SHARPE; UNITED STATES  
OF AMERICA; RAB PERFORMANCE  
RECOVERIES LLC; NEW YORK CITY  
ENVIRONMENTAL CONTROL BOARD;  
NEW YORK STATE DEPARTMENT OF TAXATION  
AND FINANCE; NYC DEPARTMENT OF FINANCE  
PARKING VIOLATIONS BUREAU CITY COLLECTOR  
& BRONX REDEMPTION CENTER;  
"JOHN DOE" AND "JANE DOE" said  
names being fictitious, it being the intention of  
Plaintiff to designate any and all occupants of premises  
being foreclosed herein,

Defendant(s)

Mortgaged Premises:  
952 EAST 226TH STREET,  
BRONX, NY 10466

---

*N.B.: During and after August 2010, numerous and widespread insufficiencies in foreclosure filings in various courts around the nation were reported by major mortgage lenders and other authorities, including failure to review documents and files to establish standing and other foreclosure requisites; filing of notarized affidavits which falsely attest to such review and to other critical facts in the foreclosure process; and "robo-signature" of documents.*

\* \* \*

Mark K. Broyles, Esq., pursuant to CPLR §2106 and under the penalties of

perjury, affirms as follows:

1. I am an attorney at law duly licensed to practice in the state of New York and am affiliated with the Law Firm of Fein, Such, & Crane, the attorneys of record for Plaintiff in the above-captioned mortgage foreclosure action. As such, I am fully aware of the underlying action, as well as the proceedings had herein.
2. On 08/16/2013, I communicated with the following representative or representatives of Plaintiff, who informed me that he/she/they (a) personally reviewed plaintiff's documents and records relating to this case for factual accuracy; and (b) confirmed the factual accuracy of the allegations set forth in the Complaint and any supporting affidavits or affirmations filed with the Court, as well as the accuracy of the notarizations contained in the supporting documents filed therewith.

Name

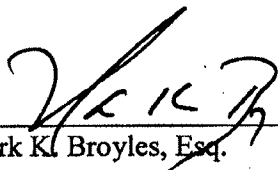
PAUL DICKINSON

Title

AUTHORIZED SIGNER

3. Based upon my communication with PAUL DICKINSON, as well as upon my own inspection and other reasonable inquiry under the circumstances, I affirm that, to the best of my knowledge, information, and belief, the Summons, Complaint, and other papers filed or submitted to the Court in this matter contain no false statements of fact or law. I understand my continuing obligation to amend this Affirmation in light of newly discovered material facts following its filing.
4. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

DATED: October 31, 2013

  
\_\_\_\_\_  
Mark K. Broyles, Esq.

*N.B.: Counsel may augment this affirmation to provide explanatory details, and may file supplemental affirmations or affidavits for the same purpose.*



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
THE BANK OF NEWYORK MELLON TRUST COMPANY,  
NATIONAL ASSOCIATION FKA THE BANK OF NEW  
YORK TRUST COMPANY, N.A., SUCCESSOR TO  
JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR  
RASC 2004-KS6,

NOTICE OF APPEARANCE  
AND WAIVER

Index No.: 35257/13

- against -

PAUL V. SHARPE,  
UNITED STATES OF AMERICA,

Defendants.

-----X  
PLEASE TAKE NOTICE that the undersigned appears as attorney for defendant United States of America in this action and waives service of all papers except amended complaints, motion to extend the duration of the notice of pendency, referee's report of computations, proposed judgment of foreclosure, notice of sale,\* referee's report of sale, notice of discontinuance and all papers concerning surplus money proceedings. The United States will object to any judgment of foreclosure and sale which does not provide for a period of 120 days from the date of sale in which the United States may redeem the premises. See 28 U.S.C. § 2410(c); United States v. John Hancock Mut. Life Ins. Co., 364 U.S. 301 (1960).

---

\* Notice of Sale shall be given in writing not less than 25 days prior to such sale. See 26 U.S.C. § 7425(c)(1).



Dated: New York, New York  
October 17, 2013

PREET BHARARA  
United States Attorney for the  
Southern District of New York  
Attorney for Defendant  
United States of America

By: /s/ Kathleen A. Zebrowski  
KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney  
86 Chambers Street  
New York, New York 10007  
Telephone No.: (212) 637-2710  
FAX No.: (212) 637-2717

To: Mark K. Broyles, Esq.  
Fein, Such & Crane, LLP  
28 East Main Street, Suite 1800  
Rochester, New York 14614

USAO No. 13V01734

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX**

-----X

THE BANK OF NEW YORK MELLON TRUST, ET AL.,

Plaintiff,

**NOTICE OF APPEARANCE**

INDEX NO. 35257/2013E

-against-

PAUL V. SHARPE, ET AL.,

Defendants.

-----X

S I R:

PLEASE TAKE NOTICE that defendants, **NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE**, hereby appears in the above entitled action; such appearance being limited to the facts set forth in the complaint for a cause of action against said defendant, and that the undersigned is duly authorized to appear as attorney for said defendants and hereby waive service of all papers and notices of all proceedings herein except notice of application for discontinuance of the action, referee's report of sale and notice of all proceedings to obtain surplus monies.

DATED: HAUPPAUGE, NEW YORK  
September 12, 2013

ERIC T. SCHNEIDERMAN  
Attorney General of the  
State of New York  
Attorney for Defendants  
NEW YORK STATE DEPARTMENT  
OF TAXATION AND FINANCE  
Office and P.O. Address  
300 Motor Parkway - Suite 205  
Hauppauge, NY 11788-5522  
Tel .No. (631) 231-2412

BY: CHARLES E. GARY  
Assistant Attorney General

TO: FEIN, SUCH & CRANE, LLP  
Attorney (s) for Plaintiff  
28 EAST MAIN STREET, SUITE 1800  
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK:  
COUNTY OF BRONX

-----X  
THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION FKA THE  
BANK OF NEW YORK TRUST COMPANY, N.A.  
SUCCESSOR TO JPMORGAN CHASE BANK, N.A.,  
AS TRUSTEE FOR RASC 2004-KS6

Index No: 35257/13

Plaintiff.

-against-

AFFIDAVIT OF SERVICE

PAUL V. SHARPE; UNITED STATES OF  
AMERICA; RAB PERFORMANCE RECOVERIES  
LLC; NEW YORK CITY ENVIRONMENTAL  
CONTROL BOARD; NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE;  
NYC DEPARTMENT OF FINANCE-PARKING  
VIOLATIONS BUREAU CITY COLLECTOR &  
BRONX REDEMPTION CENTER;  
"JOHN DOE" AND "JANE DOE" said names being  
fictitious, it being the intention of Plaintiff to designate  
any and all occupants of the premises being foreclosed  
herein,

Defendants.

-----X

STATE OF NEW YORK  
COUNTY OF SUFFOLK

I, Joanne Tolkach, being duly sworn, says: that I am over the age of eighteen years and am not a party herein, that I reside in Suffolk County and that on December 1, 2015 I caused a copy of the enclosed Notice of Motion for Order of Reference, Affirmation in Support of, with exhibits, to go into the mail by placing said motion with the mailroom of McCabe, Weisberg &

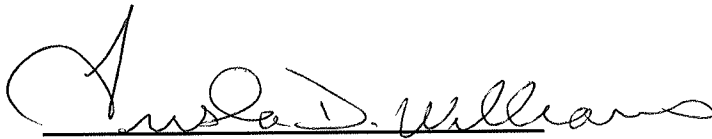
Conway, PC, who, in their normal course of duties, placed the motion and exhibits in a properly sealed envelope, with proper postage, for first class U.S. Mail delivery to the following addresses

Paul Sharpe  
1568 Spamm Road  
Greeleyville, South Carolina 29056

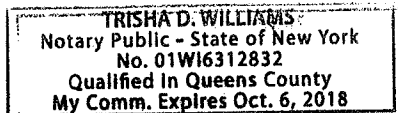
I further attest that no other parties have appeared in this action.

  
\_\_\_\_\_  
Joanne Tolkach

Sworn to before me on December 1, 2015

  
\_\_\_\_\_

NOTARY PUBLIC



**Index No. 35257/13**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX**

---

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION  
FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. SUCCESSOR TO  
JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RASC 2004-KS6,

**PLAINTIFF,**

**-AGAINST-**

PAUL V. SHARPE  
UNITED STATES OF AMERICA  
RAB PERFORMANCE RECOVERIES LLC  
NEW YORK CITY ENVIRONMENTAL CONTROL BOARD  
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE  
NYC DEPARTMENT OF FINANCE-PARKING VIOLATIONS BUREAU CITY  
COLLECTOR & BRONX REDEMPTION CENTER  
"JOHN DOE" AND "JANE DOE" said name being fictitious, it being the intention of Plaintiff  
to designate any and all occupants of premises being foreclosed herein,

**DEFENDANTS.**

---

**NOTICE OF MOTION FOR  
ORDER OF REFERENCE**

---

**McCABE, WEISBERG AND CONWAY, P.C.**  
Attorneys for PLAINTIFF  
145 Huguenot St., Suite 210  
New Rochelle, NY 10801  
Tel: 914.636.8900  
Fax: 914.636.8901

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