LED: DUTCHESS COUNTY CLERK 10/10/	2017 02:05 PM	INDEX NO. 2016-51
TEDY DUTCHESS COUNTY CLERK 07/13/	2016 09:13 AM	RECEIVENDNXSNOF:20106/-191/42
		RECEIVED NYSCEF: 07/13/20 For Court Clerk Use Only
SUPREME COURT, COUNTY OF DUTCHESS		IAS Entry Date
Index No: 51459/2016 Date Index Issued: 06/23/16		Judge Assigned
CAPTION: Enter the complete case caption. Do not use et al or et ano. If mon caption rider sheet.	e space is required, attach a	RJI Date
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	Plaintiff(s)/Petitioner(s)	
-against-		
"JOHN DOE # 1-5" AND "JANE DOE #1-5"said names being fic occupants, tenants, persons or corporations, if any, having or claim herein,	ctitious, it being the intentio ming an interest in or lien u	n of Plaintiff to designate any and all pon the premises being foreclosed Defendant(s)/Respondent(
NATURE OF ACTION OR PROCEEDING: Check ONE b	ox only and specify where indicated	
MATRIMONIAL	COMMERCIAL	
 Contested Uncontested NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the MATRIMONIAL RJI Addendum. For Uncontested Matrimonial actions, use RJI form UD-13. 	Contract Insurance (where insurer is UCC (Including sales, neg	
TORTS	U Other Commercial:	
Asbestos Breast Implant Environmental:	NOTE: For Commercial Divisio 202.70(d)], complete and attac	n assignment requests [22 NYCRR § h the COMMERCIAL DIV RJI Addendum
Medical, Dental, or Podiatric Malpractice		many properties does the application include?:1
Motor Vehicle		interity properties does no approabor include I.
	 Condemnation Mortgage Foreclosure (special 	
 Products Liability:	Mortgage Foreclosure (spe Property Address: 8 A WHIT A/K/A 8 WHITE GATE D WAPPINGERS FALLS, I NOTE: For Mortgage Foreclosu owner-occupied, residential pro complete and attach the FORE	crify): ■ Residential □ Commercial E GATE DRIVE RIVE, APT. A, NY 12590 Jure actions involving a one to four family, prefty. of an owner-occupied condominium
Other Negligence: Other Professional Malpractice: Other Tort:	 Mortgage Foreclosure (spe Property Address: 8 A WHIT A/K/A 8 WHITE GATE D WAPPINGERS FALLS, I NOTE: For Mortgage Foreclosu owner-occupied, residential pro complete and attach the FORE Tax Certiorari- Section: Tax Foreclosure Other Real Property: 	crify): ■ Residential □ Commercial E GATE DRIVE RIVE, APT. A, NY 12590 ure actions involving a one to four family, perty, or an owner-occupied condominium, CLOSURE RJI Addendum Block:Lot:
Other Negligence: Other Professional Malpractice: Other Tort: OTHER MATTERS	 Mortgage Foreclosure (spe Property Address: 8 A WHIT A/K/A 8 WHITE GATE D WAPPINGERS FALLS, I NOTE: For Mortgage Foreclosu owner-occupied, residential pro complete and attach the FORE Tax Certiorari- Section: Tax Foreclosure 	crify): ■ Residential □ Commercial E GATE DRIVE RIVE, APT. A, NY 12590 ure actions involving a one to four family, perty, or an owner-occupied condominium, CLOSURE RJI Addendum Block:Lot:
Certificate of Incorporation/Dissolution [See NOTE under Commercial]	 Mortgage Foreclosure (spe Property Address: 8 A WHIT A/K/A 8 WHITE GATE D WAPPINGERS FALLS, I NOTE: For Mortgage Foreclosu owner-occupied, residential pro- complete and attach the FORE Tax Certiorari- Section: Tax Foreclosure Other Real Property: SPECIAL PROCEEDING CPLR Article 75 (Arbitration) 	cify): ■ Residential □ Commercial E GATE DRIVE RIVE, APT. A, NY 12590 ure actions involving a one to four family, pperty, or an owner-occupied condominium, CLOSURE RJI Addendum Block:Lot: S
 Other Negligence: Other Professional Malpractice: Other Tort: Other Tort: OTHER MATTERS Certificate of Incorporation/Dissolution [See NOTE under Commercial] Emergency Medical Treatment	 Mortgage Foreclosure (spe Property Address: 8 A WHIT A/K/A 8 WHITE GATE D WAPPINGERS FALLS, I NOTE: For Mortgage Foreclosu owner-occupied, residential pro complete and attach the FORE Tax Certiorari- Section: Tax Foreclosure Other Real Property: SPECIAL PROCEEDING CPLR Article 75 (Arbitration [see NOTE under Comment 	cify): ■ Residential □ Commercial E GATE DRIVE RIVE, APT. A, NY 12590 ure actions involving a one to four family, operty, or an owner-occupied condominium, CLOSURE RJI Addendum Block:Lot: S
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	Pistol Permit Revocation Hearing
	Sale or Finance of Religious/Not-for-Profit Property
	Other:

STATUS OF ACTION OR PROCEEDING:	Answer YES	S or NO for EV	VERY question AND enter additional information where indicated
	YES	NO	
Has a summons & complaint or summons w/notice been filed?	•	0	If you date file de OGIO2/40

Other Special Proceeding:

MHL Article 81 (Guardianship) Other Mental Hygiene:

MHL Article 10 (Sex Offender Confinement-Review)

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NYSCEF DOC. NO. 33

NYSCEF DOC. NO. 3

-vs-

STATE OF NEW YORK SUPREME COURT COUNTY OF DUTCHESS INDEX NO. 2016-51459 RECEIVEDDEXSECF:20106/1501/426917 RECEIVED NYSCEF: 06/23/2016

JPMORGAN CHASE BANK, NATIONAL ASSOC	CIATION
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VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE

Index No. Plaintiff,

Defendants.

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BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM;"JOHN DOE #1-5" and "JANE DOE #1-5" 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, CERTIFICATE OF MERIT PURSUANT TO N.Y. C.P.L.R.§ 3012-b

Mortgaged Premise Address: 8 A WHITE GATE DRIVE WAPPINGERS FALLS, NY 12590 A/K/A 8 WHITE GATE DRIVE, APT. A WAPPINGERS FALLS, NY 12590

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, L.L.P., attorneys for plaintiff in this action.

2. This residential foreclosure action involves a home loan, as such term is defined in Real Property Actions and Proceedings Law §1304 to the extent alleged in paragraph NINTH of the Complaint.

3. I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.

4. I have consulted with MIMOZA PETRESKA, a representative of the Plaintiff.

5. Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that plaintiff is the creditor entitled to enforce rights under these documents.

6. Attached herein and as part of the Complaint are copies of the following documents: the mortgage, security agreement and note or bond underlying the mortgage executed by the defendant; all instruments of assignment (if any); and any other instrument of indebtedness, including any modification, extension, and consolidation.

7. Attached herein and as part of the Complaint, if applicable, are supplemental affidavits attesting that certain documents as described in paragraph 5 supra are lost, whether by destruction, theft, or otherwise.

8. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

Dated:

UN 22, 2016

MADELINE C. MULLANE, ESQ. FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 QCH1924

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

	FILED: DUTCHESS	COUNTY	CLERK	10/10/2017	02:05	PM
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NYSCEF DOC. NO. 33 File #: QSLSN036 SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

Plaintiff,

-vs-

Index No. 51459/2016

AFFIDAVIT IN SUPPORT AND AMOUNT DUE

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM; "JOHN DOE #1-5" and "JANE DOE #1-5" 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,

Defendant(s).

(STATE OF	Colorado)
) ss
(COUNTY OF	Douglas)

BEFORE ME, the undersigned authority, personally appeared _____ Cynthia Wallace, of Specialized Loan Servicing LLC ("SLS") who being first duly sworn, deposes and says:

1. I am authorized to sign this affidavit, as an officer and employee of SLS, Servicer and Assignee of

the Plaintiff, JPMORGAN CHASE BANK, NATIONALASSOCIATION, for the subject loan ("the Loan").

2. SLS maintains records for the Loan in its capacity as servicer. As part of my job responsibilities for SLS, I am familiar with the type of records maintained by SLS in connection with the Loan.

3. The information in this affidavit is taken from SLS's business records. I have personal knowledge of

SLS's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept, made and maintained in the course of SLS's regularly conducted business activities; and (c) it is the regular practice of SLS to make such records.

4. Defendant(s) VICTOR ESPINOLA("Defendant") executed a Note dated December 10, 2007 in the amount of \$50,000.00. A true and accurate copy of the Note is annexed hereto as EXHIBIT A.

5. The Note has been duly indorsed and delivered to Plaintiff or its agent, prior to commencement of this action. The original Note is currently held by Plaintiff's Assignee or its agent.

6. To secure the payment of the sum represented by said Note, Defendant duly executed and delivered a Mortgage to WASHINGTON MUTUAL BANK, FA, which was dated December 10, 2007 and acknowledged on that day, whereby Defendant mortgaged the premises located at 8 A WHITE GATE DRIVE A/K/A 8 WHITE GATE DRIVE, APT. A, WAPPINGERS FALLS, NY 12590, as more fully described in Plaintiff's Complaint. Said Mortgage was recorded in the office of the County Clerk/City Register on January 24, 2008 in in Document Number 01 2008 970. A true and accurate copy of the Mortgage is annexed hereto as EXHIBIT B.

7. To evidence the transfer of the security instrument, the Mortgage was assigned from JPMORGAN CHASE BANK, NATIONAL ASSOCIATION to Plaintiff prior to commencement of this action by written instrument dated March 9, 2017 and recorded in the office of the County Clerk on April 5, 2017 in Document Number 01 2017 729A. A true and accurate copy of the Assignment(s) is annexed hereto as EXHIBIT C.

8. Defendant failed to comply with the terms of the Note and Mortgage by failing to make the payment due January 1, 2016 and all subsequent payments.

9. By letter dated March 22, 2016, Plaintiff forwarded to Defendant(s), VICTOR ESPINOLA, a thirty (30) day notice, by certified or first class mail advising Defendant of, inter alia, the default; the action necessary

to cure the default; the time within which to cure said default; and that failure to do so would result in acceleration of the mortgage obligation. A true and accurate copy of the notice is annexed hereto as EXHIBIT D.

10. Plaintiff further sent to Defendant(s), VICTOR ESPINOLA, a separate ninety (90) day pre-foreclosure notice on January 8, 2016 in accordance with RPAPL § 1304, by certified and first class mail. The 90-day notice is typed in at least fourteen (14) point font. Each mailing included a list of approved Housing and Urban Development loan counselors in the Defendant's local area. A true and accurate copy of the notice is annexed hereto as EXHIBIT E.

11. Despite demand, the Note and Mortgage has not been satisfied or reinstated.

12. As a result of Defendant's default, Plaintiff has declared the entire balance immediately due and payable.

13. That based on review of the books and records, there is now due and owing to Plaintiff the following amounts:

Unpaid Principal Balance due on the Note and Mortgage	\$44,077.26
Accrued interest from 12/01/15 to 06/30/17	\$4,264.14
Escrow Advanced	\$2,864.26
Delinquent Taxes	\$0.00
Delinquent Insurance	\$0.00
Deferred Principal	\$0.00
Pre-acceleration Late Charges	\$24.28
Insufficient Funds Fee(s)	\$0.00
Property Inspections	\$112.00
Property Preservation	\$0.00

NYSCEF	DOC.	NO.	33	

Less Unapplied Funds	\$0.00
Other Charges (specify)	\$0.00
TOTAL DUE	\$51,341.94

14. Interest at the rate of 6.125% continues to accrue for each day that the debt remains unpaid at a rate of \$7.3965, subject to any adjustment as provided for in the Note. From June 30, 2017 to the date of closing title of the referee's sale of the mortgaged premises, Plaintiff is entitled to recover accrued interest, as well as its costs, including monies paid for taxes, late charges, insurance and other expenses related to the upkeep of the mortgaged premises.

15. On account of Defendant's default under the Note and Mortgage sued upon herein, Plaintiff retained its attorney of record and instructed the filing of this action and agreed, bound and obligated itself to pay said attorney for his/her services on its behalf such sum as the Court shall adjudge to be reasonable.

16. The premises sought to be foreclosed consists of one parcel of land. The only feasible method therefore of effectuating the sale thereof, pursuant to a judgment of foreclosure and sale that may hereafter be entered, is by sale in one parcel.

17. The interests of the parties herein concerned would best be served by a sale of the Mortgaged premises in one parcel.

NYSCEF DOC. NO. 33

18. Plaintiff is the real party in interest and has the right to foreclose.

JUN 2 8 2017 Dated:

Specialized Loan Servicing LC Ovnthia Wallace Name: Title:

Second Assistant Vice President

Ĩ,

NYSCEF DOC. NO. 33

UNIFORM, ALL PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

(Outside of New York State)

State of <u>Colorado</u> County of Douglas

On the <u>28</u> day of <u><u>Cynthia Wallace</u> in the year of <u>2017</u> before me, the undersigned, personally appeared <u>Cynthia Wallace</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in</u>

Highlands Ranch, Colorado. (Insert the city or other political subdivision and the

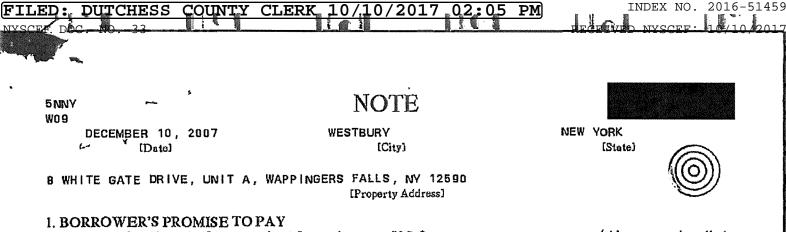
state or county or other place the acknowledgment was taken)

AGNES BRADSHAW NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20084040359 **MY COMMISSION EXPIRES 12/03/2020**

Notary's Official Signature

Commission Expiration

EXHIBIT A



In return for a loan that I have received, I promise to pay U.S. \$ 50,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WASHINGTON MUTUAL BANK, FA

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 6.125 %.

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 1ST day of each month beginning on FEBRUARY, 2008

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 JANUARY 01, 2038 , 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 P.O. BOX 78148, PHOENIX, AZ 85062-8148

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 303.81

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 make a full Prepayment or partial Prepayments without paying a Prepayment charge. 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.

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.

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

 CODe
 -5N(NY) (0005)
 Form 3233 1/01

 VMP MORTGAGE FORMS - (800)521-7291
 ...

 Page 1 of 3
 Initials:



1459

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 2.000 % 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) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(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.

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

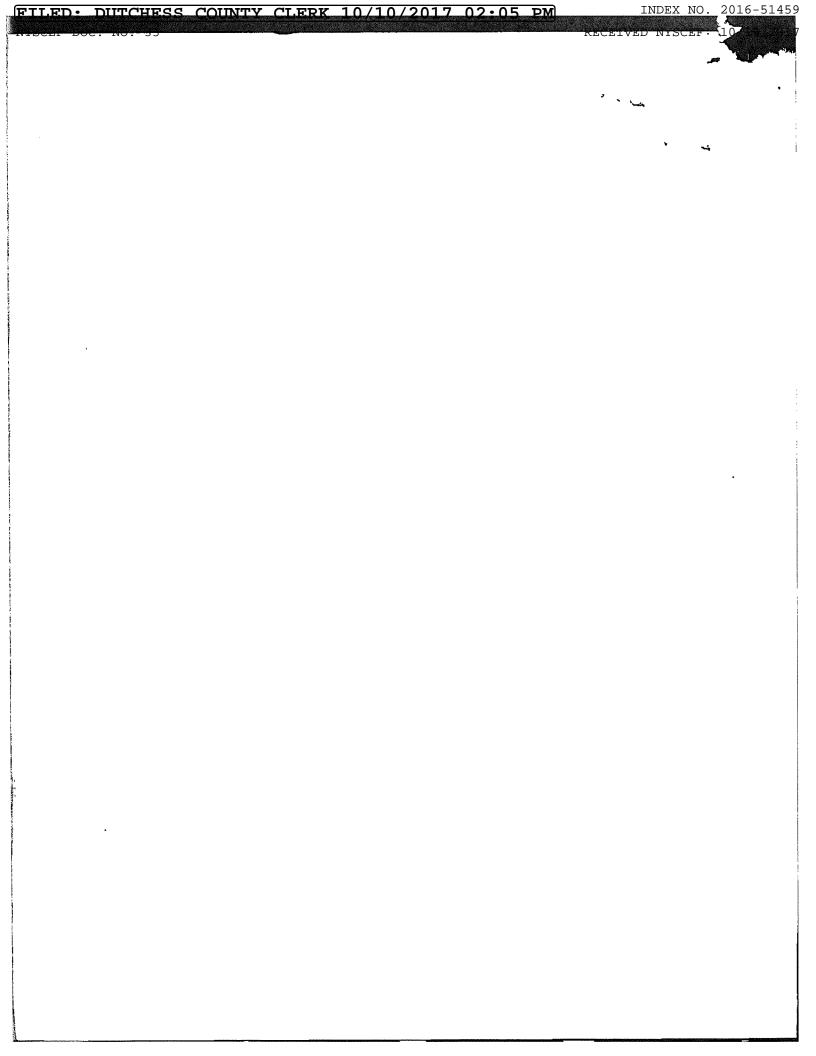
I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons 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.

Form 3233 1/01 Initials:



DOC. NO. 33

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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.

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

VICTOR ESPINOLA (Seal) -Borrower	(Seal)
(Seal) -Borrower	(Seal) -Borrower
-Borrower	-Borrower
(Seal)	(Seal)

(Sign Original Only)

Pay to the order of .

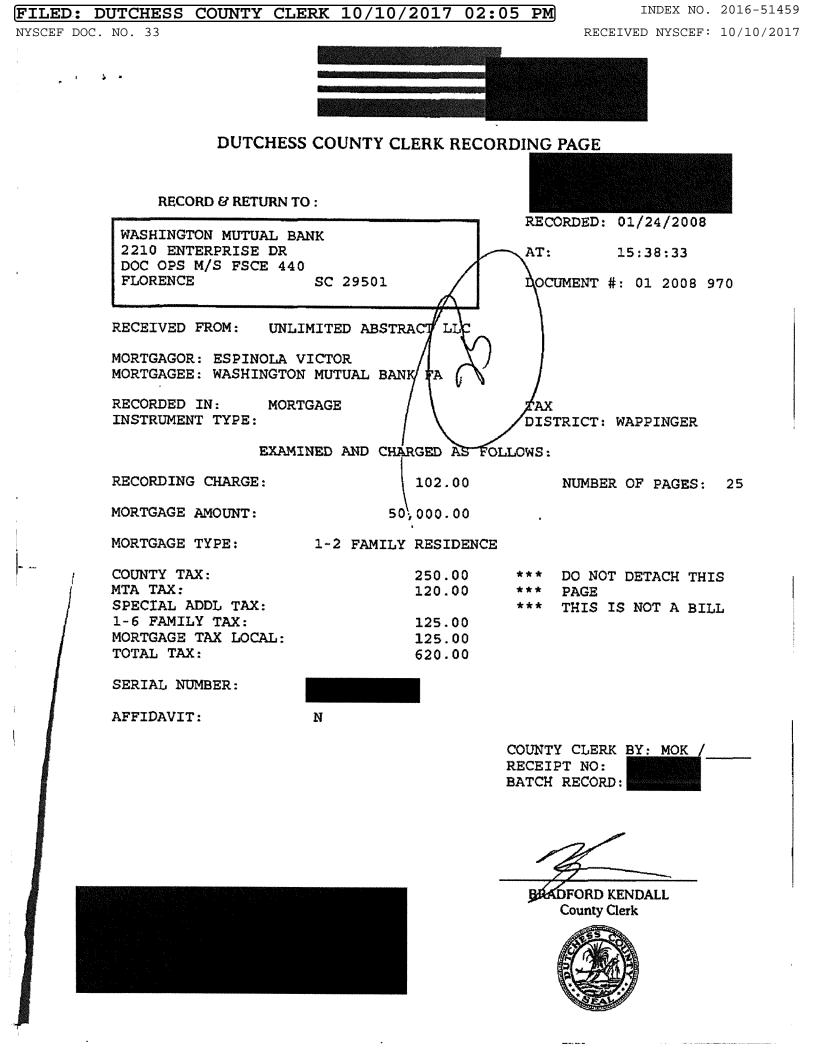
Without Recourse WASHINGTON MUTUAL BANK, FA

By.

CYNTHIA FREEY VICE PRESIDENT



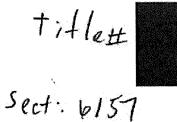
EXHIBIT B



02:05 DUTCHESS COUNTY CLERK 10 0 2017 \mathbf{PM} ED:

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



Lot 899449

Block: 16

Return To: WASHINGTON MUTUAL BANK 2210 ENTERPRISE DRIVE FLORENCE, SC 29501 DOC OPS M/S FSCE 440

Prepared By: KAREN STOPPERICH

- [Space Above This Line For Recording Data] -

ZNY1 W09

MORTGAGE



WORDS USED OFTEN IN THIS DOCUMENT (A) "Security Instrument." This document, which is dated DECEMBER 10, 2007 together with all Riders to this document, will be called the "Security Instrument." (B) "Borrower." VICTOR ESPINOLA

whose address is P.O. BOX 213034, ROYAL PALM BEACH, FL 33421 sometimes will be called "Borrower" and sometimes simply "I" or "me." (C) "Lender." WASHINGTON MUTUAL BANK, FA

will be called "Lender." Lender is a corporation or association which exists under the laws of . Lender's address is 2273 N. GREEN VALLEY THE UNITED STATES OF AMERICA PARKWAY, SUITE 14, HENDERSON, NV 89014

, will be called (D) "Note." The note signed by Borrower and dated DECEMBER 10, 2007 the "Note." The Note shows that I owe Lender FIFTY THOUSAND AND 00/100

> Dollars (U.S. \$) 50,000.00

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

-6(NY) (0005).01

Form 3033 1(0)

Initials: Page 1 of 17 VMP Martange Solutions, Inc. (808)521-7291



NYSCEF DOC. NO. 33

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 JANUARY 01, 2038

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

(F) "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.

(G) "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."

(H) "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]:



Second Home Rider 1-4 Family Rider Other(s) [specify]

(I) "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."

(J) "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."

(K) "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.

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

(M) "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."

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

(O) "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."

(P) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

-6(NY) (0005).01

Page 2 of 17

Initials:

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

	<u> 1</u>
 Schedule A Description	

Title Number

Page

The Condominium Unit (the "Unit") known as No. 8-A, White Gate Condominium in the building (the "Building") known as and by the street name White Gate Road, Town of Wappinger, Wappingers Falls, New York, said Unit being designated and described as Unit No. 8-A in a certain Declaration dated December 1, 1987, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") establishing a plan for condominium ownership of the Building and the land (the "Land") upon which the Building is situated (which Land is more particularly described below), which declaration was recorded in the Office of the Clerk of the County of Dutchess, Division of Land Records, on December 4, 1987 in Liber 1778 of Conveyances page 315 (which declaration and amendments thereto are hereinafter collectively referred to as the "Declaration"). The Unit is also designated as Tax Grid No. 19-6157-16-899449-00 of the Town of Wappingers and on the Floor Plans of the Building, certified by Robert Young Associates, Architect, and filed in the Office of the Clerk of the County of Dutchess, Division of Land Records on December 4, 1987 as Clerk's Minutes Nos. 6606/87.

TOGETHER with an undivided 0.4282 % interest in the common elements of the Property as defined in the Declaration (hereinafter called the "Common Elements").

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town ' of Wappinger, County of Dutchess and State of New York, more particularly bounded and described as follows:

BEGINNING at the southerly line of the New Hamburgh-Hopewell Road, said point being the intersection of the southerly line of said New Hamburgh-Hopewell Road with the easterly line of lands now or formerly of Brookhollow Builders, Inc. and running along the southerly line of the New Hamburgh-Hopewell Road, the following courses and distances:

South 67 degrees 25 minutes 20 seconds east 249.60 feet to a point;

South 68 degrees 34 minutes 20 seconds east 207.30 feet to a point;

South 66 degrees 43 minutes 20 seconds east 313.20 feet to a point;

South 67 degrees 09 minutes 20 seconds east 388.49 feet to a point, said point being the northwest corner of lands now or formerly of Sucich;

THENCE continuing along the said New Hamburgh-Hopewell Road South 64 degrees 34 minutes 40 seconds east 110.23 feet to a point;

Continued On Next Page

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NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017 Schedule A Description - continued 2 ٩. Page Title Number South 63 degrees 18 minutes 50 seconds east 427.54 feet to a point; said point being the intersection of the southerly line of said New Hamburgh-Hopewell Junction Road with the westerly line of MacFarland Road; THENCE along the westerly and northerly lines of said MacFarland Road the following courses and distances: South 8 degrees 33 minutes 20 seconds west 457.09 feet to a point; South 11 degrees 49 minutes 20 seconds west 263.59 feet to a point; South 43 degrees 21 minutes 08 seconds west 76.00 feet to a point; South 65 degrees 28 minutes 10 seconds west 103.79 feet to a point on the northerly side of MacFarland Road; THENCE along the northerly line of said MacFarland Road the following courses and distances: North 78 degrees 38 minutes 00 seconds west 163.69 feet to a point; North 84 degrees 18 minutes 00 seconds west 141.14 feet to a point; North 86 degrees 43 minutes 00 seconds west 186.59 feet to a point; North 82 degrees 06 minutes 00 seconds west 46.68 feet to a point; North 79 degrees 28 minutes 00 seconds west 76.32 feet to a point; North 75 degrees 32 minutes 00 seconds west 151.90 feet to a point; North 67 degrees 08 minutes 00 seconds west 19.60 feet to a point; North 61 degrees 07 minutes 00 seconds west 68.97 feet to a point; North 58 degrees 59 minutes 00 seconds west 54.53 feet to a point, said point being the intersection of the northerly line of MacFarland Road with the easterly line of lands now or formerly of Hirschmann; and THENCE along lands of Hirschmann the following courses and distances:

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

· · · ·	
	Schedule A Description - continued

Title Number

Page 3

North 21 degrees 07 minutes 50 seconds west 574.97 feet to a point;

North 65 degrees 32 minutes 00 seconds west 370.00 feet to a point;

North 84 degrees 32 minutes 00 seconds west 166.00 feet to a point;

North 27 degrees 06 minutes 20 seconds west 279.75 feet to a point on the easterly line of lands now or formerly aforesaid Brookhollow Builders, Inc. along the remains of a stone wall, the following courses and distances:

North 3 degrees 09 minutes 20 seconds west 75.40 feet to a point;

North 1 degree 19 minutes 30 seconds east 109.40 feet to a point;

North 4 degrees 13 minutes 30 seconds east 77.30 feet to a point;

North 0 degrees 05 minutes 30 seconds east 154.50 feet to a point;

North 16 degrees 20 minutes 30 seconds east 158.80 feet to a point;

North 11 degrees 55 minutes 40 seconds west 254.90 feet to a point or place of BEGINNING.

NYSCEF DOC. NO. 33

[Street]

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender 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.

DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below: (A) The Property which is located at **B WHITE GATE DRIVE, UNIT A**

WAPPINGERS FALLS This Property is in DUTCHESS	[City, Town or Village], New York 12590 [Zip Cod County. It has the following leg	
description:		

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

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

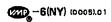
(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(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.



Page 3 of 17



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.

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.



Form 3033 1/01

-6(NY) (0005101

Page 4 of 17

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NYSCEF DOC. NO. 33

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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);
(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.

-6(NY) (0005).01

Page 5 of 17

initials:

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, instrumentality, 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

-6(NY) (0005).01

Page 6 of 17

Initials:

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

-6(NY) (0005).01

Page 7 of 17

initials:

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.

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.

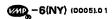
7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.

(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 defined 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.



Initials:

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.

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

-6(NY) (0005).01

Page 9 of 17

Initials:

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 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.

Page 10 of 17

-6(NY) (0005).01

Initials:

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 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.

-6(NY) (0005).01

Page 11 of 17

Initials:

NYSCEF DOC. NO. 33

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 be 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 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 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

-6(NY) (0005101

Page 12 of 17

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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.

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.

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.

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

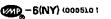
(d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

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

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



Initials:

RECEIVED NYSCEF: 10/10/2017

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. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 20. 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).

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 all of the conditions stated in



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subsections (a), (b) and (c) of this Section 22 are 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 only if all of the following conditions are met:

(a) 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;

(b) Lender sends to me, in the manner described in section 15 of this Security Instrument, a notice that states:

(1) The promise or agreement that I failed to keep or the default that has occurred;

(2) The action that I must take to correct that default;

(3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;

(4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;

(5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required and

(6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

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.

-6(NY) (0005).01

Page 15 of 17

Initials:

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

2NY2 25. Borrower's Statement Regarding the Property [check box as applicable].

[X] 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 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:	VICTOR ESPINOLA
	(Seai) -Borrower
(Seal)	(Seal)
-Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower

NYSCEF DOC. NO. 33

FLOCIDA STATE OF NEW YORK, DUTCHESS

County ss:

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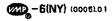
On the 11⁴⁴ day of December, 2007 before me, the undersigned, a notary public in and for said state, personally appeared VICTOR ESPINOLA

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Page 17 of 17

JAZIMIN WAZQUEZ Notary Public - State of Florida My Commission Expires Jul 27, 2005		ÐK	Z	2
Commission # DD 455299	ptary Public		\bigcirc	\mathcal{L}

Tax Map Information:



Initials

Form 3033 1/01

NYSCEF DOC. NO. 33

"UNIFORM ACKNOWLEDGEMENT"

STATE OF Plonda

) ss.: COUNTY OF Palm Beach

On the $\underbrace{11}_{\text{day of December in the year }} \underbrace{100}_{\text{personally appeared }}$, before me, the undersigned, personally appeared $\underbrace{100}_{\text{vector ESPinolQ}}$ personally known to me or proved to me on the same basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledge 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.

Notary Public, State of Florida JATMIN VATOR FT a of Florida Commission Expires: Jul 27, 200

NYSCEF DOC. NO. 33

CONDOMINIUM RIDER

BRUS W09

THIS CONDOMINIUM RIDER is made this 1DTH day of DECEMBER 2007, 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

WASHINGTON MUTUAL BANK, FA

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

8 WHITE GATE DRIVE, UNIT A, WAPPINGERS FALLS, NY 12590

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WHITE GATE

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 Open State
 Control (0008)
 Form 3140 1/01

 Page 1 of 3
 Initials:
 1

 VMPMORTGAGEFORMS-(800)521-7291
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NYSCEF DOC. NO. 33

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

-8R (0008)

Page 2 of 3

Initials:

Form 3140 1/01

-8R (0008)

Form 3140 1/01

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

VICTOR ESPINOLA (Seal)	(Seal) -Borrower
(Seal)	(Seal)
-Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower

Page 3 of 3

EXHIBIT C

NYSCEF DOC. NO. 33



Dutchess County Clerk Recording Page

Record & Return To:

NATIONWIDE TITLE CLEARING 2100 ALT 19 NORTH Date Recorded:4/5/2017Time Recorded:9:59 AM

Document #:

01-2017-729A

PALM HARBOR, FL 34683

Received From: NATIONWIDE TITLE CLEARING

Assignor: JPMORGAN CHASE BANK NATL ASSOC Assignee: SPECIALIZED LOAN SERVICING LLC

 Recorded In:
 ASSIGNMENT OF MORTGAGE

 Instrument Type:
 ASSN

 Original Mortgagor:
 ESPINOLA VICTOR

Examined and Charged As Follows :

Recording Charge:

\$55.50

Number of Pages: 3

*** Do Not Detach This Page *** This is Not A Bill

County Clerk By: cha Receipt #: Batch Record:



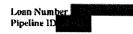
Bradford Kendall County Clerk



|--|

5.5.50 14

When Recorded Return Tu: JPMorgan Chase Bank C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North Palm Harbor, FL 34683



• • • • • •

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS 1S 700 Kansas Lane, MC 8000, MONROE, LA 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Morgage, as the same may have been consolidated, extended or modified, including all mortgages that have been consolidated therewith, with all interest secured thereby, all fiens, and any rights due or to become due thereon to SPECIALIZED LOAN SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 8742 CUCENT BLVD, SUITE 300, HIGHLANDS RANCH, CO 80129, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage is dated 12/10/2007, made by <u>VICTOR ESPINOLA</u> to WASHINGTON MUTUAL BANK, FA in the principal sum of \$50,000.00, and recorded on 01/24/2008 in Instrument # 01,2008 970. In the office of the Registry of <u>DUTCHESS</u> County, <u>NY</u>.

Property is commonly known as: 8 WHITE GATE DRIVE, UNIT A, WAPPINGERS FALLS, NY 12590.

See Exhibit attached for Assignments, Modifications etc. This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an subject within the secondary mortgage market.

Dated on 03,09,2017 (MM/DD/YYYY). JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Candin 1mm By: CANDESS BROWN By:

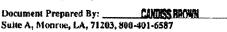
ALYSSA MARSHALL

Vice President

STATE OF LOUISIANA, PARISH OF OUACHITA Before me. On Control (MM/DD/YYY), the undersigned, personally appeared as <u>Vice President</u> for JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, personally known to me or proved to me on the basis of suisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness

Notary Public - State Of LOUISIANA Commission propines: Upon My Death



Property ID(S/B/L)



YOLANDA A DIAZ STATE OF LOUISIANA LIFETIME COMMISSION NOTARY ID #87401

_, JPMorgan Chase Bank, N.A., 780 Kansas Lane,

\$56.00 T011703-08:55:25 [C-2] FRMNY1



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NYSCEF DOC. NO. 33

1 . -

Loan No:

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Exhibit

Assignment: THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK, F/K/A WASHINGTON MUTUAL BANK, FA TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION DATED 03-07-2016. REC: 03-29-2016 INSTR# 01-2016-531A





.

EXHIBIT D

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



Chase (Mail Code OH4-7399)

P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

03/22/2016

VICTOR ESPINOLA PO BOX 540241 GREENACRES, FL 33454-0241

Acceleration Warning (Notice of Intent to Foreclose)

Account: (the 'Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 01/01/2016.
- 2. As of 03/22/2016, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$1,670.28 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

Total Monthly Payments:	\$1,617.96
Late Fees:	\$24.32
NSF Fees:	\$0.00
Other Fees: ¹	\$0.00
Advances. ¹	\$28.00
Amount Held in Suspense:	\$0.00

¹Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law. If you have any reason to dispute the past-due amount listed above, or if you believe your Loan is current, please call us at one of the numbers listed below.

NYSCEF DOC. NO. 33

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 04/26/2016, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, and commence foreclosure proceedings, all without further notice to you. If this happens, Chase will be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we are entitled to collect under the Loan, including attorney fees, if permitted by law, related to any foreclosure action we initiate.
- 6. If your loan is guaranteed by the Rural Housing Service: If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. The Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts owed. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.
- 7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail:	CHASE PO BOX 9001871 LOUISVILLE KY 40290-1871
Overnight Mail:	CHASE 6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

- 8. If you are unable to pay the amount past due, Chase has a variety of homeowner assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.
- 9. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Here's where to look for help

You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to hud.gov and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have any questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Important Legal Information

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

We recently sent you a notice that is required under New York law that you are at risk of losing your home due to delinquency, and that you have several options available to you that may help you keep your home. The notice provided that if the delinquency was not resolved within ninety (90) days from the date that notice was mailed, we may commence legal action against you. The law does not require us to wait until the end of the ninety (90)-day period before sending you this thirty (30)-day demand letter. You still have the full ninety (90) days from the date that notice was mailed to resolve the delinquency before we will commence legal action.

NYSCEF DOC. NO. 33

Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR41459 BW160

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



Chase (Mail Code OH4-7399) P.O. Box 183205

Columbus, OH 43218 For Undeliverable Mail Only

03/22/2016

VICTOR ESPINOLA 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590

Acceleration Warning (Notice of Intent to Foreclose)

Account: Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A.("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 01/01/2016.
- 2. As of 03/22/2016, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$1,670.28 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

Total Monthly Payments:	\$1,617.96
Late Fees:	\$24.32
NSF Fees:	\$0.00
Other Fees: ¹	\$0.00
Advances: ¹	\$28.00
Amount Held in Suspense:	\$0.00

¹Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law. If you have any reason to dispute the past-due amount listed above, or if you believe your Loan is current, please call us at one of the numbers listed below.

NYSCEF DOC. NO. 33

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 04/26/2016, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, and commence foreclosure proceedings, all without further notice to you. If this happens, Chase will be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we are entitled to collect under the Loan, including attorney fees, if permitted by law, related to any foreclosure action we initiate.
- 6. If your loan is guaranteed by the Rural Housing Service: If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. The Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts owed. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.
- 7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail:	CHASE PO BOX 9001871 LOUISVILLE KY 40290-1871
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- 8. If you are unable to pay the amount past due, Chase has a variety of homeowner assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.
- 9. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Here's where to look for help

You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to hud.gov and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have any questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Important Legal Information

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

We recently sent you a notice that is required under New York law that you are at risk of losing your home due to delinquency, and that you have several options available to you that may help you keep your home. The notice provided that if the delinquency was not resolved within ninety (90) days from the date that notice was mailed, we may commence legal action against you. The law does not require us to wait until the end of the ninety (90)-day period before sending you this thirty (30)-day demand letter. You still have the full ninety (90) days from the date that notice was mailed to resolve the delinquency before we will commence legal action.

NYSCEF DOC. NO. 33

Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

> CR41459 BW160

EXHIBIT E

NYSCEF DOC. NO. 33

Chase (OH4 7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



VICTOR ESPINOLA 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS NY 12590

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

CHASE 🗘

01/08/2016

VICTOR ESPINOLA 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590

You Could Lose Your Home

Account: (the "Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

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

As of 01/08/2016, your home loan is 38 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 \$1,078.64 by 02/07/2016.

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. 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 1-800-848-9380 and ask to discuss possible options.

While we cannot ensure 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-BANK-NYS (1-877-226-5697) or visit the department's website at http://www.dfs.ny.gov.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

Enclosed: - Housing Counseling Agencies - New York

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

Important Legal Information

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

Important Notice To Servicemembers And Their Dependents

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Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or

NYSCEF DOC. NO. 33

- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR42758 BW011

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

HOUSING COUNSELING AGENCIES – NEW YORK

COUNTY	AGENCY	ADDRESS	CONTACT INFO
Albany	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	NYS Office For People With	44 Holland Ave.	518-473-1973
	Developmental Disabilities	Albany, NY 12229	
	(OPWDD)		
Allegany	ACCORD	84 Schuyler St.	585-268-7605
		Belmont, NY 14813	
	Belmont Housing Resources	1195 Main Street	716-884-7791
		Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of Buffalo	Buffalo, NY 14220	
Bronx	Neighborhood Housing Services-	848 Concourse Village West	718-992-5979
	South Bronx	Bronx, NY 10451	
	Neighborhood Housing Services-	1451 East Gun Hill Rd.	718-881-1180
	North Bronx	Bronx, NY 10469	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	1932 Arthur Avenue,	718-579-6728 or
	Rights	Room 203A	718-579-6900
		Bronx, NY 10457	
Broome	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Cattaraugus	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Clearpoint Financial Solutions	5794 Widewaters Parkway,	1-877-412-2227
		Suite 1	
		Syracuse NY 13203	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	

Chautauqua	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Chautauqua Home Rehabilitation	2 Academy St.	716-753-4650
	and Improvement Corp. (CHRIC)	Mayville, NY 14757	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Chemung	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784
	Alternatives FCU	125 Fulton St.	607-216-3445
	Alternatives i CO	Ithaca, NY 14850	007-210-5445
Chenango	Metro Interfaith Housing Council	21 New St.	607-772-2766
Chenango		Binghamton, NY 13903	007-772-2700
	Clearnaint Credit Counceling	The Metro Center, 49 Court St.	1-800-750-2227
	Clearpoint Credit Counseling		1-000-750-2227
	Solutions	Binghamton, NY 13901	518-834-9606
Clinton	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	F10 072 0000
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	F10 000 0707
Columbia	Housing Resources of Columbia	252 Columbia St.	518-822-0707
	County, Inc.	Hudson, NY 12534	215 474 4000
Cortland	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Cortland Housing Assistance	36 Taylor St.	607-753-8271
	Council, Inc.	Cortland, NY 13045	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
Delaware	Delaware Opportunities, Inc.	35430 State Hgwy. 10	607-746-1650
		Hamden, NY 13782	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Dutchess	Hudson River Housing	291 Mill St	845-454-9288
		Poughkeepsie, NY 12601	
Erie	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	
	West Side & Black Rock Riverside	359 Connecticut St.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14213	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Buffalo Urban League	15 Genesee Street	(716) 250-2400
		Buffalo, NY 14203	1

	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
	Neighborhood Assistance Corp. of	135 Delaware Ave., Ste. 102	716-834-6222
	America	Buffalo, New York 14202-2410	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Essex	Friends of the North Country	1 Mill St.,	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Franklin	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	
Fulton	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Genesee	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	ext. 3015
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
Greene	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Catskill Mountain Housing	448 Main St.	518-943-6700
	Development Corp.	Catskill, NY 12414	ext. 14
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Hamilton	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Herkimer	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
Jefferson			

	Clearpoint Credit Counseling Solutions	215 Washington St., Suite 005 Watertown, NY 13601	1-800-750-2227
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St.	718-647-8100
-		Brooklyn, NY 11208	
	Pratt Area Community Council	1224 Bedford Ave.	718-783-3549
	,	Brooklyn, NY 11216	ext. 315
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Bridge Street Dev. Corp.	460 Nostrand Ave.	718-636-7596
		Brooklyn, NY 11216	ext. 11
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
	0 /	11th Floor	ext. 203
		Brooklyn, NY 11201	
	Neighbors Helping Neighbors	621 Degraw St.	718-237-2017
	(NHN)	Brooklyn, NY 11217	ext. 159
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	Neighborhood Housing Services	1012 Gates Ave., 2nd Floor	718-919-2100
	of Bedford-Stuyvesant	Brooklyn, NY 11221	. 10 313 2100
	САМВА	1720 Church Ave., 2nd Floor	718-287-0010
		Brooklyn, NY 11226	
	Neighborhood Housing Services-	2806 Church Ave.	718-469-4679
	East Flatbush	Brooklyn, NY 11226	/10 405 4075
	Greater Sheepshead Bay Dev.	2105 East 22nd St.	718-332-0582
	Corp.	Brooklyn, NY 11229	/10 332 0302
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	erew brooklyn, me.	Brooklyn, NY 11237	ext. 206
	Southern Brooklyn Community	4006 18th Ave.	718-435-1300
	Organization	Brooklyn, NY 11218	/10-433-1300
	Brooklyn Neighborhood	1482 Saint James Pl., Suite 1C	718-773-4116
	Improvement Association	Brooklyn, NY 11213	/10-//3-4110
	Council of Jewish Organizations of		718-377-2900
	Flatbush, Inc.	Brooklyn, NY 11230	ext. 7625
	Money Management	26 Court St., Suite 2610	1-866-232-9080
	International, Inc.	Brooklyn, NY 11242	1-000-737-3080
	GreenPath Debt Solutions	175 Remsen St., Suite 1102	866-285-4033
		Brooklyn, NY 11201	000-200-4055
	NY Commission of Human Rights-	275 Livingston St.	718-722-3130
	Brooklyn	Brooklyn, NY 11217	/10-/22-3130
Lewis	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
	nome neadquarters, inc.	Syracuse, NY 13203	515-4/4-1959
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	1-000-750-2227
Livingston	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
LIVINGSLUII	Services of Rochester, Inc.	Rochester, NY 14607	1-000-/24-222/
	The Housing Council	75 College Ave., 4th Floor	
			585-546-3700
Madison		Rochester, NY 14607	215 474 1020
IVIDUISUII	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	215 724 4407
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	

	Community Action Program for	3 East Main St.	315-684-3144
	Madison County	Morrisville, NY 13408	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
Monroe	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Marketview Heights Association	308 North Street	585-423-1540
		Rochester, NY 14605	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Urban League of Rochester	265 North Clinton Ave.	585-325-6530
		Rochester, NY	
Montgomery	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
	_	Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Nassau	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
		East Northport, NY 11731	
	Community Development	333 No Main St.	631-471-1215
	Corporation of Long Island	Freeport, NY 11520	ext. 158
	Hispanic Brotherhood of Rockville	59 Clinton Ave.	516-766-6610
	Centre, Inc.	Rockville Centre, NY 11570	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	510,35 0,00
	LIFE, Inc.	112 Spruce St.	516-374-4564
	LIFE, IIIC.	Cedarhurst, NY 11516	J10-3/4-4304
	Long Jolond Housing Darty archive	180 Oser Ave.	631-435-4710
	Long Island Housing Partnership,		051-455-4710
	Inc.	Hauppaugue, NY 11788	631-567-5111
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	
		Bohemia, NY 11716	ext. 383
	L	info@lifairhousing.org	1 740 007 5000
	Rockaway Development and	1920 Mott Ave., Rm #2	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	County of Nassau Economic	40 Main St., Suite B	516-571-4663
	Development, Office of Housing	Hempstead, NY 11550	
	GreenPath Debt Solutions	300 Garden City Plaza,	888-776-6738
		Suite 220	
		Garden City, NY 11530	
New York	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	• •	Brooklyn, NY 11237	ext. 206
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	AAFE Community Development	111 Division St.	212-964-2288
	Fund, Inc.	New York, NY 10002	
	Abyssinian Development Corp.	2283 7th Avenue	646-442-6545
	Abyssman Development Corp.		070747270343
		New York, NY 10030	212 510 2500
	Neighborhood Housing Services	307 West 36th St., 12th floor	212-519-2500
	of NYC	New York, NY 10018	

	Harlem Congregations for	2854 Frederick Douglass Blvd.	212-281-4887
	Community Development	New York, NY 10039	ext. 206 or 231
	West Harlem Group Assistance,	1652 Amsterdam Ave.	212-862-1399
	Inc.	New York, NY 10031	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108 New York, NY 10119	866-285-4059
Niagara	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2445
	West Side & Black Rock Riverside NHS, Inc.	203 Military Rd. Buffalo, NY 14207	Tuesdays and Wednesdays at (716) 885-2344 Thursdays and Fridays at (716) 877-3910
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630
Oneida	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227
	Northeast Hawley Development Corp.	101 Gertrude St. Syracuse, NY 13202	315-425-1032
Onondaga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227
	Cooperative Federal Credit Union	800 N. Salina St. Syracuse, NY 13208	315-476-5290
Ontario	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
	Community Action in Self Help	48 Water St. Lyons, NY 14489	315-946-6992
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707
Orange	Hudson River Housing	291 Mill St. Poughkeepsie, NY 12601	845-454-9288
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791
	The Housing Council Consumer Credit Counseling	75 College Ave., 4th Floor Rochester, NY 14607 1000 University Ave., Suite 900	585-546-3700 1-888-724-2227
	Service of Rochester, Inc.	Rochester, NY 14607	1-000-/24-222/
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520

	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
Otsego	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Putnam	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Putnam County Housing Corp.	11 Seminary Hill Rd.	845-225-8493
		Carmel, NY 10512	
Queens	Neighborhood Housing Services	60-20 Woodside Ave.	718-457-1017
	of Northern Queens	Flushing, NY 11377	-
	Neighborhood Housing Services-	89-70 162nd St.	718-291-7400
	Jamaica	Jamaica, NY 11432	
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	, ,	Brooklyn, NY 11237	ext. 206
	Rockaway Development and	1920 Mott Ave., Second Floor	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
	with Aivi Wanagement, inc.	11th Floor	ext. 203
		Brooklyn, NY 11201	CAL. 200
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
			/10-433-7363
	Services, Inc.	Brooklyn, NY 11218 153-01 Jamaica Ave.	718-657-2465
	NY Commission of Human Rights-		/18-05/-2405
	Queens	Jamaica, NY 11432	
	GreenPath Debt Solutions	80-02 Kew Gardens Road,	866-285-4036
		Suite 710	
		Kew Gardens, NY 11415-3607	
	Margert Community Corporation	325 Beach 37th Street	718-471-3724
		Far Rockaway, NY 11691	
	Queens Community House	108-25 62nd Drive	718-592-5757
		Forest Hills, NY 11375	
Rensselaer	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Richmond	Northfield Community Local Dev.	160 Heberton Ave.	718-442-7351
	Corp. of Staten Island	Staten Island, NY 10302	ext. 227
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
		INEW TOIN, INT LOUIS	EXC. 391

	Neighborhood Housing Services,	770 Castleton Ave.	718-442-8080
	Staten Island	Staten Island, NY 10310	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	60 Bay St., 7th Floor	718-390-8506
	Rights- Staten Island	Staten Island, NY 10301	
Rockland	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Rockland Housing Action Coalition	120-126 North Main St.,	845-708-5799
		Annex-First Floor	
		New City, NY 10956	
Saratoga	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	510 101 1700
	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	+ 000 7 30-2227
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
	nomenone bevelopment corp.	Hudson Falls, NY 12839	510-747-8250
Schenectady	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
Schenectauy		Schenectady, NY 12307	J10-J72-0403
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	510-454-1750
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance		516-705-2425
		Voorheesville, NY 12186 913 Albany St.	F10 274 0101
	Schenectady Community Action		518-374-9181
	Program (SCAP)	Schenectady, NY 12307	1 000 750 2227
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
Cababania	Solutions	Albany, NY 12205	510 705 2425
Schoharie	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	4 888 553 555
191201-1-121-	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Schuyler	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
- <u></u>	· · · · · · · · · · · · · · · · · · ·	Elmira, NY 14901	
Seneca	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
St. Lawrence	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	North Country Housing Council	19 Main St.	315-386-8576
		Canton, NY 13617	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	Catholia Charitias of Chamung	-	607-734-9784
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	
Suffolk	American Debt Resources, Inc.	248C Larkfield Road East Northport, NY 11731	1-800-498-0766
	Community Development	2100 Middle Country Rd.,	631-471-1215
	Corporation of Long Island	Suite 300 Centereach NY 11720	ext. 158
	Economic Opportunity Council of	320 Carleton Avenue,	631-647-3765
	Suffolk, Inc.	Suite 7800 Central Islip, NY 11722	ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
	La ruerza Onida, inc.	Glen Cove, NY 11542	510-759-0788
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.		051-455-4710
		Hauppaugue, NY 11788	631-567-5111
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Robemia, NV 11716	ext. 383
	СННАҮА	Bohemia, NY 11716 37-43 77th St.	ext. 383
			/10-4/0-3848
	Control Jolin Civia Course!	Jackson Heights, NY 11372 68 Wheeler Rd.	621 249 0000
	Central Islip Civic Council	Central Islip, NY 11722	631-348-0669
			C21 754 0272
	Housing Help, Inc.	91-101 Broadway, Suite 6	631-754-0373
	North Could Douring Alliance	Greenlawn, NY 11740 110 South St.	CO1 477 1070
	North Fork Housing Alliance		631-477-1070
	Della est. Lle commen. Fest	Greenport, NY 11944	C21 28C 022C
	Bellport, Hagerman, East	1492 Montauk Highway	631-286-9236
	Patchogue Alliance, Inc.	Bellport, NY 11713	4 000 254 (222
	Debt Counseling Corp.	3033 Express Dr. N	1-888-354-6332
	Cofee and Credit Competing Inc.	Hauppauge, NY 11749	ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd.	1-800-673-6933
	Grooppeth	Northport, NY 11768	
	Greenpath	1300 Veterans Memorial Hwy, Suite 305	888-776-6738
		Hauppaugue, NY 11788	
	Wyandanch Community	59 Cumberbach St.	631-253-0139 or
<u> </u>	Development	Wyandanch, NY 11798	631-643-4786
Sullivan	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860
	Rural Sullivan Housing Corp.	6 Pelton St. Monticello, NY 12701	845-794-0348
Tioga	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784
	Metro Interfaith Housing Council	21 New St. Binghamton, NY 13903	607-772-6766
	Clearpoint Financial Solutions	The Metro Center, 49 Court St. Binghamton, NY 13901	877-412-2227
Tompkins	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445
Ulster	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860

NYSCEF DOC. NO. 33

HOUSING COUNSELING AGENCIES – NEW YORK

	-873-6888
	-765-2425
	77-412-2227
	-747-8250
	-873-6888
	l-765-2425
	I-747-8250
1	-946-6992
	88-724-2227
7	-683-1010
	-332-4144
	-939-2005
	-428-4507 or '-WRO-4YOU
	-366-9140
	-884-7791
	88-724-2227
	-546-3700
	-546-3700

As of 06/01/2015

NYSCEF DOC. NO. 33

Chase (OH4 7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

USPS CERTIFIED MAIL TM 9214 8901 0754 4602 1439 23

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



VICTOR ESPINOLA PO BOX 540241 GREENACRES FL 33454 0241

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

CHASE O

01/08/2016

VICTOR ESPINOLA PO BOX 540241 GREENACRES, FL 33454-0241

You Could Lose Your Home

Account: Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

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

As of 01/08/2016, your home loan is 38 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 \$1,078.64 by 02/07/2016.

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. 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 1-800-848-9380 and ask to discuss possible options.

While we cannot ensure 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-BANK-NYS (1-877-226-5697) or visit the department's website at http://www.dfs.ny.gov.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

Enclosed: - Housing Counseling Agencies - New York

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

Important Legal Information

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or

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NYSCEF DOC. NO. 33

- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

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NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

HOUSING COUNSELING AGENCIES – NEW YORK

COUNTY	AGENCY	ADDRESS	CONTACT INFO
Albany	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	NYS Office For People With	44 Holland Ave.	518-473-1973
	Developmental Disabilities	Albany, NY 12229	
	(OPWDD)		
Allegany	ACCORD	84 Schuyler St.	585-268-7605
		Belmont, NY 14813	
	Belmont Housing Resources	1195 Main Street	716-884-7791
		Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of Buffalo	Buffalo, NY 14220	
Bronx	Neighborhood Housing Services-	848 Concourse Village West	718-992-5979
	South Bronx	Bronx, NY 10451	
	Neighborhood Housing Services-	1451 East Gun Hill Rd.	718-881-1180
	North Bronx	Bronx, NY 10469	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	1932 Arthur Avenue,	718-579-6728 or
	Rights	Room 203A	718-579-6900
D		Bronx, NY 10457	
Broome	Metro Interfaith Housing Council	21 New St.	607-772-6766
	<u></u>	Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
<u></u>	Solutions	Binghamton, NY 13901	
Cattaraugus	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
<u>Cauna -</u>	of South Buffalo	Buffalo, NY 14220	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Clearpoint Financial Solutions	5794 Widewaters Parkway,	1-877-412-2227
		Suite 1	
		Syracuse NY 13203	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	

Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Ruffalo, NY 14209	716-884-7791
		Buffalo, NY 14209 2 Academy St.	716-753-4650
	Chautauqua Home Rehabilitation	•	/10-/55-4050
	and Improvement Corp. (CHRIC)	Mayville, NY 14757	716-823-3630
	Neighborhood Housing Services	1937 South Park Ave.	/16-823-3630
	of South Buffalo	Buffalo, NY 14220	
Chemung	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445
Chenango	Metro Interfaith Housing Council	21 New St. Binghamton, NY 13903	607-772-2766
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Clinton	Friends of the North Country	1 Mill St.	518-834-9606
Clinton		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	310.012-0000
Columbia	Housing Resources of Columbia	252 Columbia St.	518-822-0707
Columbia			510-022-0707
	County, Inc.	Hudson, NY 12534	315-474-1939
Cortland	Home Headquarters, Inc.	990 James St., Suite 1	512-4/4-1939
		Syracuse NY 13203	607 753 0374
	Cortland Housing Assistance	36 Taylor St.	607-753-8271
	Council, Inc.	Cortland, NY 13045	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
Delaware	Delaware Opportunities, Inc.	35430 State Hgwy. 10	607-746-1650
		Hamden, NY 13782	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Dutchess	Hudson River Housing	291 Mill St	845-454-9288
		Poughkeepsie, NY 12601	
Erie	Belmont Housing Resources	1195 Main St.	716-884-7791
LIIC		Buffalo, NY 14209	110 004 1191
	West Side & Black Rock Riverside	359 Connecticut St.	Tuesdays and
			Wednesdays and
	NHS, Inc.	Buffalo, NY 14213	
			(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Buffalo Urban League	15 Genesee Street	(716) 250-2400
		Buffalo, NY 14203	

	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
	Neighborhood Assistance Corp. of	135 Delaware Ave., Ste. 102	716-834-6222
	America	Buffalo, New York 14202-2410	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Essex	Friends of the North Country	1 Mill St.,	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Franklin	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	
Fulton	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Genesee	The Housing Council	75 College Ave., 4th Floor	585-546-3700
	-	Rochester, NY 14607	ext. 3015
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
Greene	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Catskill Mountain Housing	448 Main St.	518-943-6700
⁻ ulton Genesee Greene	Development Corp.	Catskill, NY 12414	ext. 14
	Western Catskills Community	125 Main St., Suite A	607-652-2823
Genesee	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Hamilton	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Herkimer	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
			1
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939

	Clearpoint Credit Counseling Solutions	215 Washington St., Suite 005	1-800-750-2227
Vinas		Watertown, NY 13601	740 647 0406
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St.	718-647-8100
	Pratt Area Community Council	Brooklyn, NY 11208 1224 Bedford Ave.	710 702 2540
	Pract Area Community Council		718-783-3549
	Crow Brooklyn Inc	Brooklyn, NY 11216	ext. 315
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	Bridge Street Dev. Com	Brooklyn, NY 11237	ext. 206
	Bridge Street Dev. Corp.	460 Nostrand Ave.	718-636-7596
		Brooklyn, NY 11216	ext. 11
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
	Naishhan II-Iain Naishhan	Brooklyn, NY 11201	740.007.0047
	Neighbors Helping Neighbors	621 Degraw St.	718-237-2017
	(NHN)	Brooklyn, NY 11217	ext. 159
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	Neighborhood Housing Services	1012 Gates Ave., 2nd Floor	718-919-2100
	of Bedford-Stuyvesant	Brooklyn, NY 11221	
	САМВА	1720 Church Ave., 2nd Floor	718-287-0010
		Brooklyn, NY 11226	
	Neighborhood Housing Services-	2806 Church Ave.	718-469-4679
	East Flatbush	Brooklyn, NY 11226	
	Greater Sheepshead Bay Dev.	2105 East 22nd St.	718-332-0582
	Corp.	Brooklyn, NY 11229	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Southern Brooklyn Community	4006 18th Ave.	718-435-1300
	Organization	Brooklyn, NY 11218	
	Brooklyn Neighborhood	1482 Saint James Pl., Suite 1C	718-773-4116
	Improvement Association	Brooklyn, NY 11213	
	Council of Jewish Organizations of	1523 Avenue M	718-377-2900
	Flatbush, Inc.	Brooklyn, NY 11230	ext. 7625
	Money Management	26 Court St., Suite 2610	1-866-232-9080
	International, Inc.	Brooklyn, NY 11242	
	GreenPath Debt Solutions	175 Remsen St., Suite 1102	866-285-4033
		Brooklyn, NY 11201	
	NY Commission of Human Rights-	275 Livingston St.	718-722-3130
	Brooklyn	Brooklyn, NY 11217	
Lewis	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	
Livingston	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
-	Services of Rochester, Inc.	Rochester, NY 14607	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	505 540 5700
Madison	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
Madison		Syracuse, NY 13203	515-414-1993
		\downarrow Jyracajc, $\Pi \downarrow$ JJ20J	1
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197

HOUSING COUNSELING AGENCIES – NEW YORK

:	Community Action Program for	3 East Main St.	315-684-3144
	Madison County	Morrisville, NY 13408	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
Monroe	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Marketview Heights Association	308 North Street	585-423-1540
		Rochester, NY 14605	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Urban League of Rochester	265 North Clinton Ave.	585-325-6530
		Rochester, NY	
Montgomery	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Nassau	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
Aontgomery Jassau		East Northport, NY 11731	
	Community Development	333 No Main St.	631-471-1215
	Corporation of Long Island	Freeport, NY 11520	ext. 158
-	Hispanic Brotherhood of Rockville	59 Clinton Ave.	516-766-6610
	Centre, Inc.	Rockville Centre, NY 11570	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	510-759-0788
	LIFE, Inc.	112 Spruce St.	516-374-4564
			510-574-4504
	Leve Island Henrice Deute eaching	Cedarhurst, NY 11516	624 425 4740
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	C24 EC7 E444
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
		Bohemia, NY 11716	ext. 383
		info@lifairhousing.org	
	Rockaway Development and	1920 Mott Ave., Rm #2	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	County of Nassau Economic	40 Main St., Suite B	516-571-4663
	Development, Office of Housing	Hempstead, NY 11550	
	GreenPath Debt Solutions	300 Garden City Plaza,	888-776-6738
		Suite 220	
		Garden City, NY 11530	
New York	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	AAFE Community Development	111 Division St.	212-964-2288
	Fund, Inc.	New York, NY 10002	
	Abyssinian Development Corp.	2283 7th Avenue	646-442-6545
		New York, NY 10030	
	Neighborhood Housing Services		
		307 West 36th St., 12th floor	212-519-2500
	of NYC	New York, NY 10018	

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for	2854 Frederick Douglass Blvd.	212-281-4887
	Community Development	New York, NY 10039	ext. 206 or 231
	West Harlem Group Assistance,	1652 Amsterdam Ave.	212-862-1399
	Inc.	New York, NY 10031	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108	866-285-4059
		New York, NY 10119	
Niagara	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	
	Buffalo Urban League	15 Genesee Street	(716) 250-2445
		Buffalo, NY 14203	
	West Side & Black Rock Riverside	203 Military Rd.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14207	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Oneida	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
	Northeast Hawley Development	101 Gertrude St.	315-425-1032
	Corp.	Syracuse, NY 13202	
Onondaga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
	Cooperative Federal Credit Union	800 N. Salina St.	315-476-5290
		Syracuse, NY 13208	
Ontario	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Community Action in Self Help	48 Water St.	315-946-6992
		Lyons, NY 14489	
	Keuka Housing Council	160 Main St.	315-536-8707
		Penn Yan, NY 14527	
Orange	Hudson River Housing	291 Mill St.	845-454-9288
		Poughkeepsie, NY 12601	
	Orange County Rural	59b Boniface Drive	845-713-4568
	Development Advisory Corp.	Pine Bush, NY 12566	
Orleans	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Service of Rochester, Inc.	Rochester, NY 14607	
Oswego	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Fulton Community Development	125 West Broadway	315-593-7166
	Agency	Fulton, NY 13069	
	Oswego Housing Development	2971 County Rte. 26	315-625-4520

Certified Article #: 9214 8901 0754 4602 1439 23

HOUSING COUNSELING AGENCIES – NEW YORK

	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
Otsego	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Putnam	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Putnam County Housing Corp.	11 Seminary Hill Rd.	845-225-8493
		Carmel, NY 10512	
Queens	Neighborhood Housing Services	60-20 Woodside Ave.	718-457-1017
-	of Northern Queens	Flushing, NY 11377	
	Neighborhood Housing Services-	89-70 162nd St.	718-291-7400
	Jamaica	Jamaica, NY 11432	
	СННАЧА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	110 170 3010
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Rockaway Development and	1920 Mott Ave., Second Floor	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	110-327-3300
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
	Parouneck Foundation	1	ext. 391
		New York, NY 10013	
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	NY Commission of Human Rights-	153-01 Jamaica Ave.	718-657-2465
	Queens	Jamaica, NY 11432	
	GreenPath Debt Solutions	80-02 Kew Gardens Road,	866-285-4036
		Suite 710	
		Kew Gardens, NY 11415-3607	
	Margert Community Corporation	325 Beach 37th Street	718-471-3724
		Far Rockaway, NY 11691	
	Queens Community House	108-25 62nd Drive	718-592-5757
		Forest Hills, NY 11375	
Rensselaer	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	1 000 / 30-222/
Richmond	Northfield Community Local Dev.	160 Heberton Ave.	718-442-7351
	Corp. of Staten Island	Staten Island, NY 10302	ext. 227
		-	
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
	Dana da a de Cara de tito	Brooklyn, NY 11201	242 424 5755
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391

	Neighborhood Housing Services,	770 Castleton Ave.	718-442-8080
	Staten Island	Staten Island, NY 10310	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	60 Bay St., 7th Floor	718-390-8506
	Rights- Staten Island	Staten Island, NY 10301	
Rockland	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Rockland Housing Action Coalition	120-126 North Main St.,	845-708-5799
		Annex-First Floor	
		New City, NY 10956	
Saratoga	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
	homenone bevelopment corp.	Hudson Falls, NY 12839	
Schenectady	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
Scheneciauy	Better Neighborhoods, Inc.	Schenectady, NY 12307	518-572-0409
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	516-454-1750
	Alberty County Dural Housing		518-765-2425
	Albany County Rural Housing	24 Martin Road	518-705-2425
	Alliance	Voorheesville, NY 12186	
	Schenectady Community Action	913 Albany St.	518-374-9181
	Program (SCAP)	Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Schoharie	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Schuyler	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
Seneca	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Alternatives, FCU	125 Fulton St.	607-216-3445
	,	Ithaca, NY 14850	
St. Lawrence	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	North Country Housing Council	19 Main St.	315-386-8576
		Canton, NY 13617	1 273-200-0210
	Clearpoint Credit Coursesling		1 000 750 3337
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	Catholia Chariting of Charge		607 724 0704
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784
Suffolk	American Debt Resources, Inc.	248C Larkfield Road East Northport, NY 11731	1-800-498-0766
	Community Development	2100 Middle Country Rd.,	631-471-1215
	Corporation of Long Island	Suite 300 Centereach NY 11720	ext. 158
	Economic Opportunity Council of	320 Carleton Avenue,	631-647-3765
	Suffolk, Inc.	Suite 7800	ext. 1204 or 1205
		Central Islip, NY 11722	
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	0.1.4.0.4.10
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
	Long Island Housing Services, Inc.	Bohemia, NY 11716	ext. 383
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	7 10 770 0040
	Central Islip Civic Council	68 Wheeler Rd.	631-348-0669
		Central Islip, NY 11722	
	Housing Help, Inc.	91-101 Broadway, Suite 6	631-754-0373
		Greenlawn, NY 11740	
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East	1492 Montauk Highway	631-286-9236
	Patchogue Alliance, Inc.	Bellport, NY 11713	
	Debt Counseling Corp.	3033 Express Dr. N	1-888-354-6332
		Hauppauge, NY 11749	ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305	888-776-6738
	Muandanah Cammunitu	Hauppaugue, NY 11788 59 Cumberbach St.	C21 252 0120 er
	Wyandanch Community Development	Wyandanch, NY 11798	631-253-0139 or 631-643-4786
Sullivan	RUPCO	301 Fair St.	845-331-9860
o ann a dh		Kingston, NY 12401	
	Rural Sullivan Housing Corp.	6 Pelton St. Monticello, NY 12701	845-794-0348
Tioga	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784
	Metro Interfaith Housing Council	21 New St. Binghamton, NY 13903	607-772-6766
	Clearpoint Financial Solutions	The Metro Center, 49 Court St. Binghamton, NY 13901	877-412-2227
Tompkins	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445
Ulster	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860

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NYSCEF DOC. NO. 33

HOUSING COUNSELING AGENCIES - NEW YORK

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	-546-3700

As of 06/01/2015

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

CHASE O

01/08/2016

VICTOR ESPINOLA

PO BOX 540241 GREENACRES, FL 33454-0241

You Could Lose Your Home

Account:

(the "Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

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

As of 01/08/2016, your home loan is 38 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 \$1,078.64 by 02/07/2016.

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. 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 1-800-848-9380 and ask to discuss possible options.

While we cannot ensure 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.

NYSCEF DOC. NO. 33 If this matter is not resolved within

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-BANK-NYS (1-877-226-5697) or visit the department's website at http://www.dfs.ny.gov.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

Enclosed: - Housing Counseling Agencies - New York

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

Important Legal Information

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- · Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or

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NYSCEF DOC. NO. 33

- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR42758 BW011

HOUSING COUNSELING AGENCIES – NEW YORK

COUNTY	AGENCY	ADDRESS	CONTACT INFO
Albany	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	NYS Office For People With	44 Holland Ave.	518-473-1973
	Developmental Disabilities	Albany, NY 12229	
	(OPWDD)		
Allegany	ACCORD	84 Schuyler St.	585-268-7605
		Belmont, NY 14813	
	Belmont Housing Resources	1195 Main Street	716-884-7791
		Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
-	of Buffalo	Buffalo, NY 14220	
Bronx	Neighborhood Housing Services-	848 Concourse Village West	718-992-5979
	South Bronx	Bronx, NY 10451	
	Neighborhood Housing Services-	1451 East Gun Hill Rd.	718-881-1180
	North Bronx	Bronx, NY 10469	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
	· · · · · · · · · · · · · · · · · · ·	Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	1932 Arthur Avenue,	718-579-6728 0
	Rights	Room 203A	718-579-6900
Ducorre	Motro Interfeith Harris Constitu	Bronx, NY 10457	607 770 6765
Broome	Metro Interfaith Housing Council	21 New St.	607-772-6766
	Clearnaint Credit Course line	Binghamton, NY 13903	1 000 750 2007
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
Cattanaura	Solutions	Binghamton, NY 13901	710 004 7704
Cattaraugus	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NV 14200	716-884-7791
	Neighborhood Housing Services	Buffalo, NY 14209 1937 South Park Ave.	716 012 2020
	of South Buffalo	1	716-823-3630
Cavuga		Buffalo, NY 14220	215 474 4020
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 12202	315-474-1939
	Clearpoint Financial Solutions	Syracuse NY 13203	1 077 447 7777
	Clearpoint Financial Solutions	5794 Widewaters Parkway,	1-877-412-2227
		Suite 1	
	Alternatives FCU	Syracuse NY 13203	607 316 3445
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	

	and Improvement Corp. (CHRIC) Neighborhood Housing Services	Mayville, NY 14757 1937 South Park Ave.	716 912 2620
	of South Buffalo	Buffalo, NY 14220	716-823-3630
Chemung	Arbor Housing and Development	26 Bridge St.	607-654-7487
	and bevelopment	Corning, NY 14830	007-054-7467
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	007 734 9704
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
Chenango	Metro Interfaith Housing Council	21 New St.	607-772-2766
		Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Clinton	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
~	Essex County (HAPEC)	Elizabethtown, NY 12932	
Columbia	Housing Resources of Columbia	252 Columbia St.	518-822-0707
Cortland	County, Inc.	Hudson, NY 12534	
Cortiand	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
	Cortland Housing Assistance	Syracuse NY 13203	
	Cortland Housing Assistance Council, Inc.	36 Taylor St.	607-753-8271
	Clearpoint Credit Counseling	Cortland, NY 13045	1 000 750 3337
	Solutions	The Metro Center, 49 Court St. Binghamton, NY 13901	1-800-750-2227
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	007-210-3445
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	007-772-0700
Delaware	Delaware Opportunities, Inc.	35430 State Hgwy. 10	607-746-1650
		Hamden, NY 13782	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Dutchess	Hudson River Housing	291 Mill St	845-454-9288
		Poughkeepsie, NY 12601	
Erie	Belmont Housing Resources	1195 Main St.	716-884-7791
	Mart Cide 0 Cide 1 Cide	Buffalo, NY 14209	
	West Side & Black Rock Riverside	359 Connecticut St.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14213	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
	Duffele Linker I		(716) 877-3910
	Buffalo Urban League	15 Genesee Street	(716) 250-2400
		Buffalo, NY 14203	

	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
	Neighborhood Assistance Corp. of	135 Delaware Ave., Ste. 102	716-834-6222
	America	Buffalo, New York 14202-2410	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Essex	Friends of the North Country	1 Mill St.,	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Franklin	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	
Fulton	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Genesee	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	ext. 3015
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
Greene	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Catskill Mountain Housing	448 Main St.	518-943-6700
	Development Corp.	Catskill, NY 12414	ext. 14
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Hamilton	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Herkimer	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
~~~~~~		Syracuse, NY 13203	

	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
V:	Solutions	Watertown, NY 13601	740 647 0100
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St.	718-647-8100
		Brooklyn, NY 11208	
	Pratt Area Community Council	1224 Bedford Ave.	718-783-3549
		Brooklyn, NY 11216	ext. 315
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Bridge Street Dev. Corp.	460 Nostrand Ave.	718-636-7596
		Brooklyn, NY 11216	ext. 11
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Neighbors Helping Neighbors	621 Degraw St.	718-237-2017
	(NHN)	Brooklyn, NY 11217	ext. 159
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	Neighborhood Housing Services	1012 Gates Ave., 2nd Floor	718-919-2100
	of Bedford-Stuyvesant	Brooklyn, NY 11221	
	САМВА	1720 Church Ave., 2nd Floor	718-287-0010
		Brooklyn, NY 11226	/10/20/0010
	Neighborhood Housing Services-	2806 Church Ave.	718-469-4679
	East Flatbush	Brooklyn, NY 11226	/10 405 4075
	Greater Sheepshead Bay Dev.	2105 East 22nd St.	718-332-0582
	Corp.	Brooklyn, NY 11229	/10-552-0582
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	Grow Brooklyn, mc.	-	ext. 206
	Courthours Decoldure Community	Brooklyn, NY 11237 4006 18th Ave.	
	Southern Brooklyn Community		718-435-1300
	Organization	Brooklyn, NY 11218	740 770 4440
	Brooklyn Neighborhood	1482 Saint James Pl., Suite 1C	718-773-4116
	Improvement Association	Brooklyn, NY 11213	
	Council of Jewish Organizations of		718-377-2900
	Flatbush, Inc.	Brooklyn, NY 11230	ext. 7625
	Money Management	26 Court St., Suite 2610	1-866-232-9080
	International, Inc.	Brooklyn, NY 11242	
	GreenPath Debt Solutions	175 Remsen St., Suite 1102	866-285-4033
		Brooklyn, NY 11201	
	NY Commission of Human Rights-	275 Livingston St.	718-722-3130
	Brooklyn	Brooklyn, NY 11217	
Lewis	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	
Livingston	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
Madison	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	515 /24-415/

	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	1 000 750 2227
Monroe	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Marketview Heights Association	308 North Street	585-423-1540
	0	Rochester, NY 14605	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
	, , , , , , , , , , , , , , , , , , ,	Rochester, NY 14607	
	Urban League of Rochester	265 North Clinton Ave.	585-325-6530
		Rochester, NY	
Montgomery	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
•••		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Nassau	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
	,	East Northport, NY 11731	
	Community Development	333 No Main St.	631-471-1215
	Corporation of Long Island	Freeport, NY 11520	ext. 158
	Hispanic Brotherhood of Rockville	59 Clinton Ave.	516-766-6610
	Centre, Inc.	Rockville Centre, NY 11570	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
	,	Glen Cove, NY 11542	
	LIFE, Inc.	112 Spruce St.	516-374-4564
		Cedarhurst, NY 11516	
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
		Bohemia, NY 11716	ext. 383
		info@lifairhousing.org	
	Rockaway Development and	1920 Mott Ave., Rm #2	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	
	СННАУА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	County of Nassau Economic	40 Main St., Suite B	516-571-4663
	Development, Office of Housing	Hempstead, NY 11550	510 071 1000
	GreenPath Debt Solutions	300 Garden City Plaza,	888-776-6738
		Suite 220	
		Garden City, NY 11530	
New York	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	· · · · · · · · · · · · · · · · · · ·	Brooklyn, NY 11237	ext. 206
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	AAFE Community Development	111 Division St.	212-964-2288
	Fund, Inc.	New York, NY 10002	
	Abyssinian Development Corp.	2283 7th Avenue	646-442-6545
		New York, NY 10030	
	1	1 100 101 10 10 10 10 00 0	1
	Neighborhood Housing Services	307 West 36th St., 12th floor	212-519-2500

	Harlem Congregations for	2854 Frederick Douglass Blvd.	212-281-4887
	Community Development	New York, NY 10039	ext. 206 or 231
	West Harlem Group Assistance,	1652 Amsterdam Ave.	212-862-1399
	Inc.	New York, NY 10031	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108	866-285-4059
		New York, NY 10119	
Niagara	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	
	Buffalo Urban League	15 Genesee Street	(716) 250-2445
		Buffalo, NY 14203	
	West Side & Black Rock Riverside	203 Military Rd.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14207	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Oneida	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
	Northeast Hawley Development	101 Gertrude St.	315-425-1032
	Corp.	Syracuse, NY 13202	
Onondaga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
0		Syracuse NY 13203	
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
	Cooperative Federal Credit Union	800 N. Salina St.	315-476-5290
		Syracuse, NY 13208	
Ontario	The Housing Council	75 College Ave., 4th Floor	585-546-3700
0		Rochester, NY 14607	505 510 6700
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	1 000 724 2227
	Community Action in Self Help	48 Water St.	315-946-6992
		Lyons, NY 14489	515 540-0332
	Keuka Housing Council	160 Main St.	315-536-8707
		Penn Yan, NY 14527	212-220-0/0/
Orange	Hudson River Housing	291 Mill St.	845-454-9288
Orallge		Poughkeepsie, NY 12601	040-404-9200
	Orango County Burgel	59b Boniface Drive	845-713-4568
	Orange County Rural		043-713-4508
Orleans	Development Advisory Corp.	Pine Bush, NY 12566	716 004 7701
Orleans	Belmont Housing Resources	1195 Main St. Buffala, NV 14200	716-884-7791
	The Housing Course!	Buffalo, NY 14209	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	1 000 704 0007
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Service of Rochester, Inc.	Rochester, NY 14607	
Oswego	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Fulton Community Development	125 West Broadway	315-593-7166
	Agency	Fulton, NY 13069	
	Oswego Housing Development	2971 County Rte. 26	315-625-4520
	Council, Inc.	Parish, NY 13131	

	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
Otsego	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Putnam	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Putnam County Housing Corp.	11 Seminary Hill Rd.	845-225-8493
		Carmel, NY 10512	
Queens	Neighborhood Housing Services	60-20 Woodside Ave.	718-457-1017
	of Northern Queens	Flushing, NY 11377	
	Neighborhood Housing Services-	89-70 162nd St.	718-291-7400
	Jamaica	Jamaica, NY 11432	
	СННАУА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Rockaway Development and	1920 Mott Ave., Second Floor	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	110-221-2200
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
	Parodileck roundation		
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	NY Commission of Human Rights-	153-01 Jamaica Ave.	718-657-2465
	Queens	Jamaica, NY 11432	
	GreenPath Debt Solutions	80-02 Kew Gardens Road,	866-285-4036
		Suite 710	
		Kew Gardens, NY 11415-3607	
	Margert Community Corporation	325 Beach 37th Street	718-471-3724
		Far Rockaway, NY 11691	
	Queens Community House	108-25 62nd Drive	718-592-5757
		Forest Hills, NY 11375	
Rensselaer	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
	and addressing full the ship	Albany, NY 12210	510-454-1750
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	-	1-800-750-2227
Richmond		Albany, NY 12205	710 442 7254
NUMONO	Northfield Community Local Dev.	160 Heberton Ave.	718-442-7351
	Corp. of Staten Island	Staten Island, NY 10302	ext. 227
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391

	Neighborhood Housing Services,	770 Castleton Ave.	718-442-8080
	Staten Island	Staten Island, NY 10310	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	60 Bay St., 7th Floor	718-390-8506
	Rights- Staten Island	Staten Island, NY 10301	/10 000 0000
Rockland	Housing Action Council	55 South Broadway	914-332-4144
i contanta		Tarrytown, NY 10591	514-552-4144
	Rockland Housing Action Coalition	120-126 North Main St.,	845-708-5799
	Received and housing Action counter	Annex-First Floor	045-700-5755
		New City, NY 10956	
Saratoga	Albany County Rural Housing	24 Martin Road	518-765-2425
Sulutogu	Alliance	Voorheesville, NY 12186	510-705-2425
9	Affordable Housing Partnership	255 Orange St.	518-434-1730
			518-454-1750
	Troy Pohabilitation and	Albany, NY 12210	510 0000
	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Schenectady	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Schenectady Community Action	913 Albany St.	518-374-9181
	Program (SCAP)	Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Schoharie	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	2 000 130 2221
Schuyler	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	007-754-5764
Seneca	The Housing Council	75 College Ave., 4th Floor	
Jeneca		-	585-546-3700
	Alternatives FCU	Rochester, NY 14607	
	Alternatives, FCU	125 Fulton St.	607-216-3445
<u></u>		Ithaca, NY 14850	
St. Lawrence	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	North Country Housing Council	19 Main St.	315-386-8576
		Canton, NY 13617	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	

# **HOUSING COUNSELING AGENCIES – NEW YORK**

Steuben	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
<u> </u>		Elmira, NY 14901	
Suffolk	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
		East Northport, NY 11731	
	Community Development	2100 Middle Country Rd.,	631-471-1215
	Corporation of Long Island	Suite 300	ext. 158
		Centereach NY 11720	
	Economic Opportunity Council of	320 Carleton Avenue,	631-647-3765
	Suffolk, Inc.	Suite 7800	ext. 1204 or 1205
		Central Islip, NY 11722	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
		Bohemia, NY 11716	ext. 383
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	Central Islip Civic Council	68 Wheeler Rd.	631-348-0669
		Central Islip, NY 11722	031 340 0005
	Housing Help, Inc.	91-101 Broadway, Suite 6	631-754-0373
	housing help, me.	Greenlawn, NY 11740	031-754-0373
	North Fork Housing Alliance	110 South St.	631-477-1070
	North Orthousing Allance	Greenport, NY 11944	031-477-1070
	Bellport, Hagerman, East		C21 20C 022C
		1492 Montauk Highway	631-286-9236
	Patchogue Alliance, Inc.	Bellport, NY 11713	4 000 054 6000
	Debt Counseling Corp.	3033 Express Dr. N	1-888-354-6332
		Hauppauge, NY 11749	ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd.	1-800-673-6933
		Northport, NY 11768	
	Greenpath	1300 Veterans Memorial Hwy,	888-776-6738
		Suite 305	
		Hauppaugue, NY 11788	
	Wyandanch Community	59 Cumberbach St.	631-253-0139 or
	Development	Wyandanch, NY 11798	631-643-4786
Sullivan	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Rural Sullivan Housing Corp.	6 Pelton St.	845-794-0348
		Monticello, NY 12701	
Tioga	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
	Clearpoint Financial Solutions	The Metro Center, 49 Court St.	877-412-2227
		Binghamton, NY 13901	
Tompkins	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
. ampania		Elmira, NY 14901	007-734-9704
	Alternatives FCU	125 Fulton St.	607 216 2445
			607-216-3445
Ulster	RUPCO	Ithaca, NY 14850	045 334 0000
OISTEL		301 Fair St.	845-331-9860
		Kingston, NY 12401	

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NYSCEF DOC. NO. 33

# HOUSING COUNSELING AGENCIES – NEW YORK

		873-6888
	;-	765-2425
	7	7-412-2227
	;-	747-8250
7		873-6888
		765-2425
	<u>-</u>	747-8250
1	-	946-6992
	8	8-724-2227
7	-7	683-1010
	-1	332-4144
	F-	939-2005
		428-4507 or WRO-4YOU
		366-9140
	, ,-	884-7791
	8	8-724-2227
		546-3700
		546-3700
	-	

As of 06/01/2015

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

CHASE O

01/08/2016

VICTOR ESPINOLA 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590

You Could Lose Your Home

Account: Interference (the "Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

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

As of 01/08/2016, your home loan is 38 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 \$1,078.64 by 02/07/2016.

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. 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 1-800-848-9380 and ask to discuss possible options.

While we cannot ensure 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-BANK-NYS (1-877-226-5697) or visit the department's website at http://www.dfs.ny.gov.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

Enclosed: - Housing Counseling Agencies - New York

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

### **Important Legal Information**

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

### Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or

### FILED: DUTCHESS COUNTY CLERK 10/10/2017 02:05 PM

NYSCEF DOC. NO. 33

- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

### An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR42758 BW011

# FILED: DUTCHESS COUNTY CLERK 10/10/2017 02:05 PM INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

COUNTY	AGENCY	ADDRESS	CONTACT INFO
Albany	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	NYS Office For People With	44 Holland Ave.	518-473-1973
	Developmental Disabilities	Albany, NY 12229	
	(OPWDD)		
Allegany	ACCORD	84 Schuyler St.	585-268-7605
		Belmont, NY 14813	
	Belmont Housing Resources	1195 Main Street	716-884-7791
		Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of Buffalo	Buffalo, NY 14220	
Bronx	Neighborhood Housing Services-	848 Concourse Village West	718-992-5979
	South Bronx	Bronx, NY 10451	
	Neighborhood Housing Services-	1451 East Gun Hill Rd.	718-881-1180
	North Bronx	Bronx, NY 10469	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	1932 Arthur Avenue,	718-579-6728 οι
	Rights	Room 203A	718-579-6900
		Bronx, NY 10457	
Broome	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Cattaraugus	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939
	Clearpoint Financial Solutions	5794 Widewaters Parkway, Suite 1	1-877-412-2227
		Syracuse NY 13203	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	

Chautauqua	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Chautauqua Home Rehabilitation	2 Academy St.	716-753-4650
	and Improvement Corp. (CHRIC)	Mayville, NY 14757	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Chemung	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
Chenango	Metro Interfaith Housing Council	21 New St.	607-772-2766
		Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Clinton	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
Columbia	Housing Resources of Columbia	252 Columbia St.	518-822-0707
	County, Inc.	Hudson, NY 12534	
Cortland	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Cortland Housing Assistance	36 Taylor St.	607-753-8271
	Council, Inc.	Cortland, NY 13045	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
Delaware	Delaware Opportunities, Inc.	35430 State Hgwy. 10	607-746-1650
		Hamden, NY 13782	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Dutchess	Hudson River Housing	291 Mill St	845-454-9288
	_	Poughkeepsie, NY 12601	
Erie	Belmont Housing Resources	1195 Main St.	716-884-7791
	_	Buffalo, NY 14209	
	West Side & Black Rock Riverside	359 Connecticut St.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14213	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Buffalo Urban League	15 Genesee Street	(716) 250-2400
			· · · · · · · · · · · · · · · · · · ·

	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
	Neighborhood Assistance Corp. of	135 Delaware Ave., Ste. 102	716-834-6222
	America	Buffalo, New York 14202-2410	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Essex	Friends of the North Country	1 Mill St.,	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Franklin	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	
Fulton	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Genesee	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	ext. 3015
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
Greene	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Catskill Mountain Housing	448 Main St.	518-943-6700
	Development Corp.	Catskill, NY 12414	ext. 14
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Hamilton	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
	· · · · · · · · · · · · · · · · · · ·	Hudson Falls, NY 12839	
Herkimer	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	1 000 7 00-2227
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	JIJ 474 1333

	Clearpoint Credit Counseling Solutions	215 Washington St., Suite 005 Watertown, NY 13601	1-800-750-2227
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St.	718-647-8100
0		Brooklyn, NY 11208	
	Pratt Area Community Council	1224 Bedford Ave.	718-783-3549
		Brooklyn, NY 11216	ext. 315
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Bridge Street Dev. Corp.	460 Nostrand Ave.	718-636-7596
		Brooklyn, NY 11216	ext. 11
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Neighbors Helping Neighbors	621 Degraw St.	718-237-2017
	(NHN)	Brooklyn, NY 11217	ext. 159
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	Neighborhood Housing Services	1012 Gates Ave., 2nd Floor	718-919-2100
	of Bedford-Stuyvesant	Brooklyn, NY 11221	
	САМВА	1720 Church Ave., 2nd Floor	718-287-0010
		Brooklyn, NY 11226	.10 207 0010
	Neighborhood Housing Services-	2806 Church Ave.	718-469-4679
	East Flatbush	Brooklyn, NY 11226	/10 405 4075
	Greater Sheepshead Bay Dev.	2105 East 22nd St.	718-332-0582
	Corp.	Brooklyn, NY 11229	/10 552 0502
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Southern Brooklyn Community	4006 18th Ave.	718-435-1300
	Organization	Brooklyn, NY 11218	718-455-1500
	Brooklyn Neighborhood	1482 Saint James Pl., Suite 1C	718-773-4116
	Improvement Association	Brooklyn, NY 11213	/18-//3-4110
	Council of Jewish Organizations of		718-377-2900
	Flatbush, Inc.	Brooklyn, NY 11230	ext. 7625
	Money Management	26 Court St., Suite 2610	1-866-232-9080
	International, Inc.	Brooklyn, NY 11242	1-000-232-3000
	GreenPath Debt Solutions	175 Remsen St., Suite 1102	866-285-4033
		Brooklyn, NY 11201	000-203-4033
	NY Commission of Human Rights-	275 Livingston St.	718-722-3130
	Brooklyn	Brooklyn, NY 11217	710-722-5150
Lewis	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
164 T T T T		Syracuse, NY 13203	212-4/4-1223
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	1-000-730-2227
Livingston	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	1 000-724-2227
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	00/6-040-5/00
Madison	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
1111111111		Syracuse, NY 13203	313-4/4-1939
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197

-	Community Action Program for	3 East Main St.	315-684-3144
	Madison County	Morrisville, NY 13408	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
Monroe	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Marketview Heights Association	308 North Street	585-423-1540
		Rochester, NY 14605	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Urban League of Rochester	265 North Clinton Ave.	585-325-6530
		Rochester, NY	
Montgomery	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Nassau	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
	,,,	East Northport, NY 11731	
	Community Development	333 No Main St.	631-471-1215
	Corporation of Long Island	Freeport, NY 11520	ext. 158
	Hispanic Brotherhood of Rockville	59 Clinton Ave.	516-766-6610
	Centre, Inc.	Rockville Centre, NY 11570	510 700 0010
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	310-733-0788
	LIFE, Inc.	112 Spruce St.	516-374-4564
		Cedarhurst, NY 11516	510-574-4504
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.		031-435-4710
	Long Island Housing Services, Inc.	Hauppaugue, NY 11788	
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
		Bohemia, NY 11716	ext. 383
	Dealarse Dealarse in the	info@lifairhousing.org	740.000
	Rockaway Development and	1920 Mott Ave., Rm #2	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	County of Nassau Economic	40 Main St., Suite B	516-571-4663
	Development, Office of Housing	Hempstead, NY 11550	
	GreenPath Debt Solutions	300 Garden City Plaza,	888-776-6738
		Suite 220	
		Garden City, NY 11530	
New York	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	AAFE Community Development	111 Division St.	212-964-2288
	Fund, Inc.	New York, NY 10002	
	Abyssinian Development Corp.	2283 7th Avenue	646-442-6545
	,	New York, NY 10030	
	Neighborhood Housing Services	307 West 36th St., 12th floor	212-519-2500
	of NYC	New York, NY 10018	

# HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for	2854 Frederick Douglass Blvd.	212-281-4887
	Community Development	New York, NY 10039	ext. 206 or 231
	West Harlem Group Assistance,	1652 Amsterdam Ave.	212-862-1399
	Inc.	New York, NY 10031	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108	866-285-4059
		New York, NY 10119	
Niagara	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	
	Buffalo Urban League	15 Genesee Street	(716) 250-2445
		Buffalo, NY 14203	
	West Side & Black Rock Riverside	203 Military Rd.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14207	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Oneida	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
	Northeast Hawley Development	101 Gertrude St.	315-425-1032
	Corp.	Syracuse, NY 13202	
Onondaga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
-		Syracuse NY 13203	
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
	Cooperative Federal Credit Union	800 N. Salina St.	315-476-5290
		Syracuse, NY 13208	
Ontario	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	1 000 / 24 222/
	Community Action in Self Help	48 Water St.	315-946-6992
		Lyons, NY 14489	515 540-0552
	Keuka Housing Council	160 Main St.	315-536-8707
		Penn Yan, NY 14527	10/0-020-0707
Orange	Hudson River Housing	291 Mill St.	845-454-9288
Oralige			043-434-3288
	Orango County Bural	Poughkeepsie, NY 12601 59b Boniface Drive	QAE 712 AECO
	Orange County Rural		845-713-4568
Orleans	Development Advisory Corp.	Pine Bush, NY 12566 1195 Main St.	716 004 7704
Unleans	Belmont Housing Resources		716-884-7791
		Buffalo, NY 14209	E0E E4C 2700
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
	Company Constitution and I	Rochester, NY 14607	1 000 704 0007
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Service of Rochester, Inc.	Rochester, NY 14607	
Oswego	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Fulton Community Development	125 West Broadway	315-593-7166
	Agency	Fulton, NY 13069	
	Oswego Housing Development	2971 County Rte. 26	315-625-4520
	Council, Inc.	Parish, NY 13131	1

## HOUSING COUNSELING AGENCIES – NEW YORK

	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	
Otsego	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Putnam	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Putnam County Housing Corp.	11 Seminary Hill Rd.	845-225-8493
		Carmel, NY 10512	
Queens	Neighborhood Housing Services	60-20 Woodside Ave.	718-457-1017
	of Northern Queens	Flushing, NY 11377	
	Neighborhood Housing Services-	89-70 162nd St.	718-291-7400
	Jamaica	Jamaica, NY 11432	
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Rockaway Development and	1920 Mott Ave., Second Floor	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
	WithAlt Management, inc.	11th Floor	ext. 203
		Brooklyn, NY 11201	EXt. 205
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	/10-455-7565
	NY Commission of Human Rights-	153-01 Jamaica Ave.	718-657-2465
	-		/18-05/-2405
	Queens	Jamaica, NY 11432	
	GreenPath Debt Solutions	80-02 Kew Gardens Road,	866-285-4036
		Suite 710	
		Kew Gardens, NY 11415-3607	
	Margert Community Corporation	325 Beach 37th Street	718-471-3724
		Far Rockaway, NY 11691	
	Queens Community House	108-25 62nd Drive	718-592-5757
		Forest Hills, NY 11375	
Rensselaer	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Richmond	Northfield Community Local Dev.	160 Heberton Ave.	718-442-7351
	Corp. of Staten Island	Staten Island, NY 10302	ext. 227
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
		New TULK, INT LUULS	EXC 23T

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## HOUSING COUNSELING AGENCIES – NEW YORK

	Neighborhood Housing Services,	770 Castleton Ave.	718-442-8080
	Staten Island	Staten Island, NY 10310	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	60 Bay St., 7th Floor	718-390-8506
	Rights- Staten Island	Staten Island, NY 10301	
Rockland	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Rockland Housing Action Coalition	120-126 North Main St.,	845-708-5799
		Annex-First Floor	
		New City, NY 10956	
Saratoga	Albany County Rural Housing	24 Martin Road	518-765-2425
ourutogu	Alliance	Voorheesville, NY 12186	510 705 2425
	Affordable Housing Partnership	255 Orange St.	518-434-1730
	Anordable housing raithership	Albany, NY 12210	510-454-1750
	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	310-050-0020
			E10 373 CACO
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
	Clearn aint Crastit Case I'	Schenectady, NY 12307	1 000 750 2007
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Schenectady	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Schenectady Community Action	913 Albany St.	518-374-9181
	Program (SCAP)	Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Schoharie	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Schuyler	Arbor Housing and Development	26 Bridge St.	607-654-7487
Jenayiei		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	007-754-5764
Sanaca		75 College Ave., 4th Floor	
Seneca	The Housing Council		585-546-3700
	Alternatives 501	Rochester, NY 14607	607 246 2445
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
St. Lawrence	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	North Country Housing Council	19 Main St.	315-386-8576
		Canton, NY 13617	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

### HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
Suffolk	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
		East Northport, NY 11731	
	Community Development	2100 Middle Country Rd.,	631-471-1215
	Corporation of Long Island	Suite 300	ext. 158
		Centereach NY 11720	
	Economic Opportunity Council of	320 Carleton Avenue,	631-647-3765
	Suffolk, Inc.	Suite 7800	ext. 1204 or 1205
		Central Islip, NY 11722	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
		Bohemia, NY 11716	ext. 383
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	
	Central Islip Civic Council	68 Wheeler Rd.	631-348-0669
	•	Central Islip, NY 11722	
	Housing Help, Inc.	91-101 Broadway, Suite 6	631-754-0373
		Greenlawn, NY 11740	
	North Fork Housing Alliance	110 South St.	631-477-1070
		Greenport, NY 11944	
	Bellport, Hagerman, East	1492 Montauk Highway	631-286-9236
	Patchogue Alliance, Inc.	Bellport, NY 11713	
	Debt Counseling Corp.	3033 Express Dr. N	1-888-354-6332
		Hauppauge, NY 11749	ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd.	1-800-673-6933
	sureguard create coursening, me.	Northport, NY 11768	1 000 075 0555
	Greenpath	1300 Veterans Memorial Hwy,	888-776-6738
	Greenpath	Suite 305	888-770-0738
	Muandanah Cammunitu	Hauppaugue, NY 11788 59 Cumberbach St.	C21 252 0120 er
	Wyandanch Community		631-253-0139 or
	Development	Wyandanch, NY 11798	631-643-4786
Sullivan	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Rural Sullivan Housing Corp.	6 Pelton St.	845-794-0348
		Monticello, NY 12701	
Tioga	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
	Clearpoint Financial Solutions	The Metro Center, 49 Court St.	877-412-2227
		Binghamton, NY 13901	
Tompkins	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
Ulster	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017

### HOUSING COUNSELING AGENCIES – NEW YORK

	-873-6888
	-765-2425
	77-412-2227
	-747-8250
	-873-6888
	-765-2425
	:-747-8250
	-946-6992
	88-724-2227
Т	-683-1010
	-332-4144
	-939-2005
	-428-4507 or
	'-WRO-4YOU
	3-366-9140
	-884-7791
1	88-724-2227
	-546-3700
	-546-3700

As of 06/01/2015

NYSCEF DOC. NO. 33

NYSCEF DOC. NO. 33



#### **Dutchess County Clerk Recording Page**

Record & Return To:

NATIONWIDE TITLE CLEARING 2100 ALT 19 NORTH

Date Recorded:	4/5/2017
Time Recorded:	9:59 AM
Dec.umpart du	04 0047 7004
Document #:	01-2017-729A

PALM HARBOR, FL 34683

Received From: NATIONWIDE TITLE CLEARING

Assignor: JPMORGAN CHASE BANK NATL ASSOC Assignee: SPECIALIZED LOAN SERVICING LLC

Recorded In:ASSIGNMENT OF MORTGAGEInstrument Type:ASSNOriginal Mortgagor:ESPINOLA VICTOR

#### Examined and Charged As Follows :

Recording Charge:

\$55.50

Number of Pages: 3

*** Do Not Detach This Page *** This is Not A Bill

County Clerk By:chaReceipt #:11012Batch Record:68

Bradford Kendall County Clerk





#### COUNTY DUTCHESS CLERK 1 0 2017 02:05 PM ED:

NYSCEF DOC. NO. 33

1.

When Recorded Return To: JPMorgan Chase Bank C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North Palm Harbor, FL 34683

Loan Number	
Pipeline 1D	

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#### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Morgage, as the same may have been consolidated, extended or modified, including all mortgages that have been consolidated therewith, with all interest secured thereby, all liens, and any rights due or to become due thereon to SPECIALIZED LOAN SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 8742 CUCENT BLVD, SUITE 309, HIGHLANDS RANCH, CO 80129, ITS SUCCESSORS AND ASSIGNS, (ASSIGNE).

Said Mortgage is dated 12/10/2007, made by VICTOR ESPINOLA to WASHINGTON MUTUAL BANK, FA in the principal sum of \$50,000.00, and recorded on 01/24/2008 in Instrument # 01 2008 970, in the office of the registry of <u>DUTCHESS</u> County, <u>NY</u>.

Property is commonly known as: 8 WHITE GATE DRIVE, UNIT A, WAPPINGERS FALLS, NY 12590.

CANDESS BROWN

See Exhibit attached for Assignments, Modifications etc. This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an ssignment within the secondary mortgage market.

Dated on 03,09,2017 (MM/DD/YYYY). JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

CUITISS RROWN Bin By: By: ALYSSA MARSHALL Witness

Vice President.

STATE OF LOUISIANA PARISH OF OUACHITA Before me, on the second se

YOLANDA A DIAZ Notary Public - State Of LOUISIANA Commission expires: Upon My Death

**Document Prepared By:** 

Property ID(S/B/L)

Suite A, Monroe, LA, 71203, 800-401-6587

JPMC2 398204308 FHLMC VPC - SLS MSR



JPMorgan Chase Bank, N.A., 780 Kansas Lane,

\$56.00 T011703-08:55:25 [C-2] FRMNY1

-

NYSCEF DOC. NO. 33

1.10

Loan No:

.

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#### Exhibit

Assignment: THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK, F/K/A WASHINGTON MUTUAL BANK, FA TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION DATED 03-07-2016. REC: 03-29-2016 INSTR# 01-2016-531A





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NYSCEF DOC. NO. 33

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Case 16-22869-EPK Doc 37 Filed 02/06/17 Page 1 of 3



**ORDERED** in the Southern District of Florida on February 6, 2017.

Erik P. Kimball, Judge United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA WEST PALM BEACH DIVISION <u>www.flsb.uscourts.gov</u> Case No. 16-22869-EPK Chapter 13

IN RE: Victor Espinola

Debtor.

### AGREED ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY (RE: 8 White Gate Drive, Wappingers Falls, NY 12590)

THIS CAUSE, not having come on to be heard before this Court on the Agreed Motion of the

secured creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, for Relief from the

Automatic Stay (Docket#: 36) and based on agreement of the parties, it is:

#### **ORDERED:**

1. The Motion for relief from the automatic stay was filed and served according to Local

Rule 4001-1

2. That the secured creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

shall have Relief from the Automatic Stay, in accordance with 11 U.S.C. Section 362(d), for the

purpose of foreclosing its Note and Mortgage relating to real property described as follows:

The Condominium Unit (the "Unit") known as No. 8-A, White Gate Condominium . in the building (the "Building") known as and by the street name White Gate Road, Town of Wappinger, Wappingers Falls, New York, said Unit being designated and described as Unit No. 8-A in a certain Declaration dated December 1, 1987, made by Grantor pursuant to Article

Case 16-22869-EPK Doc 37 Filed 02/06/17 Page 2 of 3

9-B of the Real Property Law of the State of New York (the "Condominium Act") establishing a plan for condominium ownership of the Building and the land (the "Land") upon which the Building is situated (which Land is more particularly described below), which declaration was recorded in the Office of the Clerk of the County of Dutchess, Division of Land Records, on December 4, 1987 in Liber 1778 of Conveyances page 315 (which declaration and amendments thereto are hereinafter collectively referred to as the "Declaration"). The Unit is also designated as Tax Grid No. 19-6157-16-899449-00 of the Town of Wappingers and on the Floor Plans of the Building, certified by Robert Young Associates, Architect, and filed in the Office of the Clerk of the County of Dutchess, Division of Land Records on December 4, 1987 as Clerk's Minutes 6606187. Nos. TOGETHER with an undivided 0.4282 % interest in the common elements of the Property as (hereinafter called "Common Elements"). defined in the Declaration the ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Wappinger, County of Dutchess and State of New York, more particularly bounded and described follows: as BEGINNING at the southerly line of the New Hamburgh-Hopewell Road, said point being the intersection of the southerly line of said New Hamburgh-Hopewell Road with the easterly line of lands now or formerly of Brookhollow Builders, Inc. and running along the southerly line of Hamburgh-Hopewell the following courses and distances: the New Road, South 67 degrees 25 minutes 20 seconds east 249.60 feet to a point; South 68 degrees 34 minutes 20 seconds east 207.30 feet to a point; South 66 degrees 43 minutes 20 seconds east 313.20 feet point: to South 67 degrees 09 minutes 20 seconds east 388.49 feet to a point, said point being the formerly Sucich: northwest corner of lands now or of THENCE continuing along the said New Hamburgh-Hopewell Road South 64 degrees 34

110.23

feet

to

a

Title Number 90984-WUDU Page

40

minutes

seconds

east

South 63 degrees 18 minutes 50 seconds east 427.54 feet to a point; said point being the intersection of the southerly line of said New Hamburgh-Hopewell Junction Road with the MacFarland westerly line Road: of THENCE along the westerly and northerly lines of said MacFarland Road the following and distances: courses South 8 degrees 33 minutes 20 seconds west 457.09 feet to a point; South 11 degrees 49 minutes 20 seconds west 263.59 feet to a point; South 43 degrees 21 minutes 08 seconds west 76.00 point: feet to South 65 degrees 28 minutes 10 seconds west 103.79 feet to a point on the northerly side of MacFarland Road: THENCE along the northerly line of said MacFarland Road the following courses and distances: North 78 degrees 38 minutes 00 seconds west 163.69 feet to a point; North 84 degrees 18 minutes 00 seconds west 141.14 feet to a point; North 86 degrees 43 minutes 00 seconds west 186.59 feet to a point; North 82 degrees 06 minutes 00 seconds west 46.68 feet to a point; North 79 degrees 28 minutes 00 seconds west 76.32 feet to a point; North 75 degrees 32 minutes 00 seconds west 151.90 feet to a point; North 67 degrees 08 minutes 00 seconds west 19.60 feet to a point; North 61 degrees 07 minutes 00 seconds west 68.97 feet to a point; North 58 degrees 59 minutes 00 seconds west 54.53 feet to a point, said point being the intersection of the northerly line of MacFarland Road with the easterly line of lands now formerly of Hirschmann; and or THENCE Hirschmann courses along lands the following and distances: of

2

point;

Case 16-22869-EPK Doc 37 Filed 02/06/17 Page 3 of 3

3 Title Number 90984-WUDU Page North 21 degrees 07 minutes 50 seconds west 574.97 feet to a point; North 65 degrees 32 minutes 00 seconds west 370.00 feet to a point; North 84 degrees 32 minutes 00 seconds west point: 166.00 feet to North 27 degrees 06 minutes 20 seconds west 279.75 feet to a point on the easterly line of lands now or formerly aforesaid Brookhollow Builders, Inc. along the remains of a stone wall, the distances: courses and following North 3 degrees 09 minutes 20 seconds west 75.40 feet to a point; North 1 degree 19 minutes 30 seconds east 109.40 feet to a point; North 4 degrees 13 minutes 30 seconds east 77.30 feet to a point: North 0 degrees 05 minutes 30 seconds east 154.50 feet to a point; North 16 degrees 20 seconds east 158.80 feet to point; minutes 30 а North 11 degrees 55 minutes 40 seconds west 254.90 feet to a point or place of BEGINNING.

3. That the automatic stay with regard to the aforementioned property is hereby modified

to allow the secured creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, to proceed

in a Foreclosure action in any Court of competent jurisdiction, and that said property can be sold at a

Clerk's Sale without any further Order of this Court.

4. This Agreed Order grants *in rem* relief only and does not authorize movant to seek or

obtain in personam relief against the Debtor.

#### ###

Elizabeth Eckhart is directed to mail a conformed copy of this order to all interested parties, named above, immediately upon receipt of this order.

16-303641

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

JP MORGAN.CHASE BANK, NATIONAL ASSOCIATION,

Plaintiff/Petitioner,

- against -

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM, "JOHN DOE #1-5" and "JANE DOE #1-5", said names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, person or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein,

Defendant(s)/Respondent(s).

_____X

Index No.: 2016/51459

NOTICE OF APPEARANCE AND DEMAND FOR SERVICE OF ALL PROCEEDINGS

PLEASE TAKE NOTICE, that THE BOARD OF MANGERS OF WHITE GATE

CONDOMINIUM, hereby appears in the above-entitled action and that the undersigned has been

retained as attorneys for said defendant herein and hereby demands service of all papers and all

notices of all proceedings in this action.

Dated: New York, New York July 28, 2016

> Yours, etc. LASSER LAW GROUP, PLLC Attorneys for The Board of Managers of White Gate Condominium

By:

STEPHEN M. LASSER, ESQ. 10 East 39th Street, 12th Floor New York, New York 10016 (212) 292-3075

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

TO: Madeline C. Mullane, Esq. Fein, Such & Crane, LLP Attorneys for Plaintiff 1400 Old Country Road, Ste. C103 Westbury, N.Y. 11590

> Victor Espinola a/k/a Victor M. Espinola 8A White Gate Drive a/k/a 8 White Gate Drive, Apt. A. Wappinger Falls, N.Y. 12590

Victor Espinola a/k/a Victor M. Espinola P.O. Box 540241 Green Acres, Florida 33454-7652

The Board of Managers of White Gate Condominium c/o Associa River Management 117 Executive Drive New Windsor, New York 12553

John Doe #1-5 and Jane Doe #1-5 8A White Gate Drive Wappinger Falls, N.Y. 12590 a/k/a 8 White Gate Drive, Apt. A. Wappinger Falls, N.Y. 12590

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

Index No.: 2016/51459

#### JP MORGAN CHASE BANK, NATIONAL ASSOCIATION,

#### Plaintiff/Petitioner,

- against -

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM, "JOHN DOE #1-5" and "JANE DOE #1-5", said names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, person or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein,

Defendant(s)/Respondent(s).

-----X

### NOTICE OF APPEARANCE AND DEMAND FOR SERVICE OF ALL PROCEEDINGS

#### LASSER LAW GROUP, PLLC Attorney for The Board of Managers of White Gate Condominium 10 East 39th Street, 12th Floor New York, NY 10016

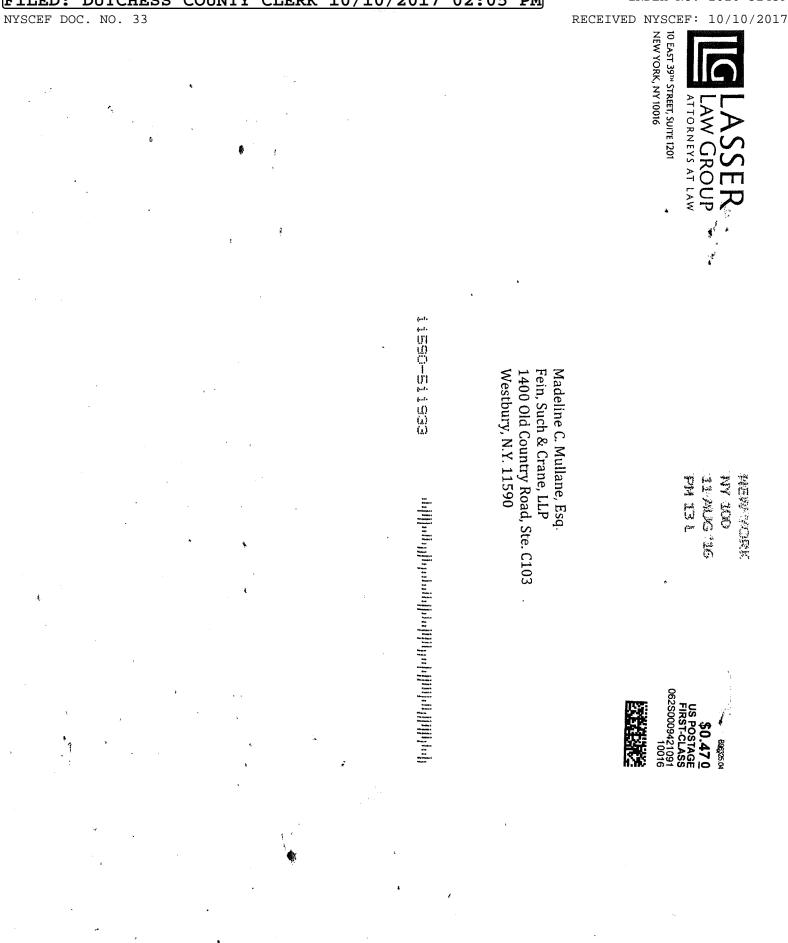
Certification under 22 NYCRR § 130-1.1-a

LASSER LAW GROUP, PLLC

By:

STEPHEN M. LASSER

h:\slasser\white gate condominium\espinola, victor 8a\notice of appearance 7-12-16.docx



INDEX NO. 2016-51459

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NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

03/22/2016

VICTOR ESPINOLA PO BOX 540241 GREENACRES, FL 33454-0241

### Acceleration Warning (Notice of Intent to Foreclose)

Account: If the "Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A.("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 01/01/2016.
- 2. As of 03/22/2016, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$1,670.28 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

Total Monthly Payments:	\$1,617.96
Late Fees:	\$24.32
NSF Fees:	\$0.00
Other Fees: ¹	\$0.00
Advances:1	\$28.00
Amount Held in Suspense:	\$0.00

¹Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law. If you have any reason to dispute the past-due amount listed above, or if you believe your Loan is current, please call us at one of the numbers listed below.

NYSCEF DOC. NO. 33

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 04/26/2016, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, and commence foreclosure proceedings, all without further notice to you. If this happens, Chase will be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we are entitled to collect under the Loan, including attorney fees, if permitted by law, related to any foreclosure action we initiate.
- 6. <u>If your loan is guaranteed by the Rural Housing Service</u>: If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. The Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts owed. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.
- 7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail:	CHASE PO BOX 9001871 LOUISVILLE KY 40290-1871
Overnight Mail:	CHASE 6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

- 8. If you are unable to pay the amount past due, Chase has a variety of homeowner assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.
- 9. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

#### Here's where to look for help

You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to hud gov and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have any questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

#### **Important Legal Information**

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

We recently sent you a notice that is required under New York law that you are at risk of losing your home due to delinquency, and that you have several options available to you that may help you keep your home. The notice provided that if the delinquency was not resolved within ninety (90) days from the date that notice was mailed, we may commence legal action against you. The law does not require us to wait until the end of the ninety (90)-day period before sending you this thirty (30)-day demand letter. You still have the full ninety (90) days from the date that notice was mailed to resolve the delinquency before we will commence legal action.

NYSCEF DOC. NO. 33

### Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

### An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR41459 BW160

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

03/22/2016

VICTOR ESPINOLA 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590

Acceleration Warning (Notice of Intent to Foreclose)

Account: If the "Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

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Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 01/01/2016.
- 2. As of 03/22/2016, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$1,670.28 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

Total Monthly Payments:	\$1,617.96
Late Fees:	\$24.32
NSF Fees:	\$0.00
Other Fees: ¹	\$0.00
Advances: ¹	\$28.00
Amount Held in Suspense:	\$0.00

¹Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law. If you have any reason to dispute the past-due amount listed above, or if you believe your Loan is current, please call us at one of the numbers listed below.

NYSCEF DOC. NO. 33

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 04/26/2016, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, and commence foreclosure proceedings, all without further notice to you. If this happens, Chase will be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we are entitled to collect under the Loan, including attorney fees, if permitted by law, related to any foreclosure action we initiate.
- 6. If your loan is guaranteed by the Rural Housing Service:

If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. The Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts owed. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.

7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail:	CHASE PO BOX 9001871 LOUISVILLE KY 40290-1871
Overnight Mail:	CHASE 6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

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INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

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You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to hud gov and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have any questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

### **Important Legal Information**

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

We recently sent you a notice that is required under New York law that you are at risk of losing your home due to delinquency, and that you have several options available to you that may help you keep your home. The notice provided that if the delinquency was not resolved within ninety (90) days from the date that notice was mailed, we may commence legal action against you. The law does not require us to wait until the end of the ninety (90)-day period before sending you this thirty (30)-day demand letter. You still have the full ninety (90) days from the date that notice was mailed to resolve the delinquency before we will commence legal action.

NYSCEF DOC. NO. 33

### Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- · Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

### An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR41459 BW160

EXHIBIT E

NYSCEF DOC. NO. 33

Chase (OH4 7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



VICTOR ESPINOLA 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS NY 12590

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

CHASE ()

01/08/2016

VICTOR ESPINOLA 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590

You Could Lose Your Home

Account: Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

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

As of 01/08/2016, your home loan is 38 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 \$1,078.64 by 02/07/2016.

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. 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 1-800-848-9380 and ask to discuss possible options.

While we cannot ensure 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-BANK-NYS (1-877-226-5697) or visit the department's website at http://www.dfs.ny.gov.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

Enclosed: - Housing Counseling Agencies - New York

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

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If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

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Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or

NYSCEF DOC. NO. 33

- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

### An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR42758 BW011

NYSCEF DOC. NO. 33

# HOUSING COUNSELING AGENCIES – NEW YORK

COUNTY	AGENCY	ADDRESS	CONTACT INFO
Albany	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	ſ
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	NYS Office For People With	44 Holland Ave.	518-473-1973
	Developmental Disabilities	Albany, NY 12229	
	(OPWDD)		
Allegany	ACCORD	84 Schuyler St.	585-268-7605
		Belmont, NY 14813	
	Belmont Housing Resources	1195 Main Street	716-884-7791
		Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of Buffalo	Buffalo, NY 14220	
Bronx	Neighborhood Housing Services-	848 Concourse Village West	718-992-5979
	South Bronx	Bronx, NY 10451	
	Neighborhood Housing Services-	1451 East Gun Hill Rd.	718-881-1180
	North Bronx	Bronx, NY 10469	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	1932 Arthur Avenue,	718-579-6728 or
	Rights	Room 203A	718-579-6900
		Bronx, NY 10457	
Broome	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Cattaraugus	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Clearpoint Financial Solutions	5794 Widewaters Parkway,	1-877-412-2227
		Suite 1	
		Syracuse NY 13203	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	

# HOUSING COUNSELING AGENCIES – NEW YORK

Chautauqua	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Chautauqua Home Rehabilitation	2 Academy St.	716-753-4650
	and Improvement Corp. (CHRIC)	Mayville, NY 14757	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Chemung	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
Chenango	Metro Interfaith Housing Council	21 New St.	607-772-2766
		Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
<u>Olim</u>	Solutions	Binghamton, NY 13901	
Clinton	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
Columbia	Housing Resources of Columbia	252 Columbia St.	518-822-0707
	County, Inc.	Hudson, NY 12534	
Cortland	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Cortland Housing Assistance	36 Taylor St.	607-753-8271
	Council, Inc.	Cortland, NY 13045	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
Delaware	Delaware Opportunities, Inc.	35430 State Hgwy. 10	607-746-1650
		Hamden, NY 13782	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Dutchess	Hudson River Housing	291 Mill St	845-454-9288
		Poughkeepsie, NY 12601	
Erie	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	
	West Side & Black Rock Riverside	359 Connecticut St.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14213	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Buffalo Urban League	15 Genesee Street	(716) 250-2400
	-	Buffalo, NY 14203	,,,, _, _, _, _, _, _, _, _, _,

# HOUSING COUNSELING AGENCIES – NEW YORK

	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
	Neighborhood Assistance Corp. of	135 Delaware Ave., Ste. 102	716-834-6222
	America	Buffalo, New York 14202-2410	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	/10 020 0000
Essex	Friends of the North Country	1 Mill St.,	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	510 / 17 0250
Franklin	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	1 000 7 00 2227
Fulton	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	510 572 0405
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	313 /24-413/
Genesee	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	ext. 3015
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	1-000-724-2227
	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
	,	West Seneca, NY 14224	716-712-2060
Greene	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	518-705-2425
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	045-551-9000
	Catskill Mountain Housing	448 Main St.	518-943-6700
	Development Corp.	Catskill, NY 12414	ext. 14
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	007-2823
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	1-000-750-2227
Hamilton	Housing Assistance Program of	103 Hand Ave.	E10 072 C000
namiton	Essex County (HAPEC)	Elizabethtown, NY 12932	518-873-6888
	Clearpoint Credit Counseling	289 Genesee St.	1 000 750 2227
	Solutions	Utica, NY 13501	1-800-750-2227
	Homefront Development Corp.	568 Lower Allen St.	F10 747 0050
	nomenone bevelopment corp.		518-747-8250
Herkimer	UNHS NeighborWorks	Hudson Falls, NY 12839	245 724 4155
	Homeownership Center	1611 Genesee Street	315-724-4197
	Clearpoint Credit Counseling	Utica, NY 13501	4 0 0 0
	Solutions	289 Genesee St.	1-800-750-2227
lofformer		Utica, NY 13501	
lofforson			
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse, NY 13203	315-474-1939

	Clearpoint Credit Counseling Solutions	215 Washington St., Suite 005 Watertown, NY 13601	1-800-750-2227
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St.	718-647-8100
		Brooklyn, NY 11208	, 10 0-4/-0100
	Pratt Area Community Council	1224 Bedford Ave.	718-783-3549
		Brooklyn, NY 11216	ext. 315
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Bridge Street Dev. Corp.	460 Nostrand Ave.	718-636-7596
		Brooklyn, NY 11216	ext. 11
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Neighbors Helping Neighbors	621 Degraw St.	718-237-2017
	(NHN)	Brooklyn, NY 11217	ext. 159
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	Neighborhood Housing Services	1012 Gates Ave., 2nd Floor	718-919-2100
	of Bedford-Stuyvesant	Brooklyn, NY 11221	
	САМВА	1720 Church Ave., 2nd Floor	718-287-0010
		Brooklyn, NY 11226	120 207 0010
	Neighborhood Housing Services-	2806 Church Ave.	718-469-4679
	East Flatbush	Brooklyn, NY 11226	1 20 105 4075
	Greater Sheepshead Bay Dev.	2105 East 22nd St.	718-332-0582
	Corp.	Brooklyn, NY 11229	10 002 0002
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Southern Brooklyn Community	4006 18th Ave.	718-435-1300
	Organization	Brooklyn, NY 11218	/10-435-1500
	Brooklyn Neighborhood	1482 Saint James Pl., Suite 1C	718-773-4116
	Improvement Association	Brooklyn, NY 11213	110-112-4110
	Council of Jewish Organizations of	1523 Avenue M	718-377-2900
	Flatbush, Inc.	Brooklyn, NY 11230	ext. 7625
	Money Management	26 Court St., Suite 2610	1-866-232-9080
	International, Inc.	Brooklyn, NY 11242	1-000-202-9080
	GreenPath Debt Solutions	175 Remsen St., Suite 1102	866-285-4033
		Brooklyn, NY 11201	000-203-4055
	NY Commission of Human Rights-	275 Livingston St.	718-722-3130
	Brooklyn	Brooklyn, NY 11217	, 10-, 22-3130
Lewis	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
	. ,	Syracuse, NY 13203	010 4/4-1000
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	1 000-7 00-2227
ivingston	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
-	Services of Rochester, Inc.	Rochester, NY 14607	+ 000-724-2227
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	505-540-5700
Madison	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	313-4/4-1938
	UNHS NeighborWorks	1611 Genesee Street	215 724 4107
	Homeownership Center	Utica, NY 13501	315-724-4197

	Community Action Program for	3 East Main St.	315-684-3144
	Madison County	Morrisville, NY 13408	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
Monroe	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Marketview Heights Association	308 North Street	585-423-1540
		Rochester, NY 14605	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Urban League of Rochester	265 North Clinton Ave.	585-325-6530
		Rochester, NY	
Montgomery	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	510 572 0405
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	515 724 4157
Nassau	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
		East Northport, NY 11731	1-000-430-0700
	Community Development	333 No Main St.	631-471-1215
	Corporation of Long Island	Freeport, NY 11520	ext. 158
	Hispanic Brotherhood of Rockville	59 Clinton Ave.	516-766-6610
	Centre, Inc.	Rockville Centre, NY 11570	1 2TO-100-00TO
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	210-123-0188
	LIFE, Inc.	112 Spruce St.	51C 274 45C4
		Cedarhurst, NY 11516	516-374-4564
	Long Island Housing Partnership,	180 Oser Ave.	621 425 4710
	Inc.		631-435-4710
	Long Island Housing Services, Inc.	Hauppaugue, NY 11788 640 Johnson Ave., Suite 8	CD4 FC7 F444
	Long Island Housing Services, Inc.		631-567-5111
		Bohemia, NY 11716	ext. 383
	Rockaway Development and	info@lifairhousing.org	
	Revitalization Corp	1920 Mott Ave., Rm #2	718-327-5300
	СННАҮА	Far Rockaway, NY 11691	2010 10 2010
		37-43 77th St.	718-478-3848
	County of Nessey F	Jackson Heights, NY 11372	
	County of Nassau Economic	40 Main St., Suite B	516-571-4663
	Development, Office of Housing	Hempstead, NY 11550	
	GreenPath Debt Solutions	300 Garden City Plaza,	888-776-6738
		Suite 220	
NouvYert		Garden City, NY 11530	
New York	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
ļ		Brooklyn, NY 11237	ext. 206
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	AAFE Community Development	111 Division St.	212-964-2288
	Fund, Inc.	New York, NY 10002	
ſ	Abyssinian Development Corp.	2283 7th Avenue	646-442-6545
		New York, NY 10030	
	Neighborhood Housing Services	307 West 36th St., 12th floor	212-519-2500
	of NYC	New York, NY 10018	

## HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for	2854 Frederick Douglass Blvd.	212-281-4887
	Community Development	New York, NY 10039	ext. 206 or 231
	West Harlem Group Assistance,	1652 Amsterdam Ave.	212-862-1399
	Inc.	New York, NY 10031	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108 New York, NY 10119	866-285-4059
Niagara	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	
	Buffalo Urban League	15 Genesee Street	(716) 250-2445
	West Side & Black Rock Riverside	Buffalo, NY 14203	
	NHS, Inc.	203 Military Rd.	Tuesdays and
	inits, me.	Buffalo, NY 14207	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
	Neighborhood Housing Services		(716) 877-3910
	of South Buffalo	1937 South Park Ave.	716-823-3630
Oneida	UNHS NeighborWorks	Buffalo, NY 14220	
Unclud	_	1611 Genesee Street	315-724-4197
	Homeownership Center Clearpoint Credit Counseling	Utica, NY 13501	
	Solutions	5794 Widewaters Parkway	1-800-750-2227
		Syracuse, NY 13214	
	Northeast Hawley Development Corp.	101 Gertrude St.	315-425-1032
Onondaga	Home Headquarters, Inc.	Syracuse, NY 13202	
Suoundga	nome neadquarters, Inc.	990 James St., Suite 1	315-474-1939
	Clearpoint Credit Control	Syracuse NY 13203	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway	1-800-750-2227
		Syracuse, NY 13214	
	Cooperative Federal Credit Union	800 N. Salina St.	315-476-5290
Ontario	The life of the lif	Syracuse, NY 13208	
Untario	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling		1 000 704 0007
	Services of Rochester, Inc.	1000 University Ave., Suite 900	1-888-724-2227
	Community Action in Self Help	Rochester, NY 14607	
	Community Action in Self help	48 Water St.	315-946-6992
	Keuka Housing Council	Lyons, NY 14489 160 Main St.	
			315-536-8707
Orange	Hudson River Housing	Penn Yan, NY 14527	0.15
		291 Mill St. Boughkoonein NV 12501	845-454-9288
	Orange County Rural	Poughkeepsie, NY 12601	
	Development Advisory Corp.	59b Boniface Drive	845-713-4568
Orleans	Belmont Housing Resources	Pine Bush, NY 12566	
~ 1 - 0 1 3	Semont housing Resources	1195 Main St.	716-884-7791
	The Housing Council	Buffalo, NY 14209	
		75 College Ave., 4th Floor	585-546-3700
	Consumer Credit Courses!	Rochester, NY 14607	
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
Oswego	Service of Rochester, Inc.	Rochester, NY 14607	
namero.	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
	Fultra Comment	Syracuse NY 13203	
	Fulton Community Development	125 West Broadway	315-593-7166
	Agency	Fulton, NY 13069	
	Oswego Housing Development	2971 County Rte. 26	315-625-4520
	Council, Inc.	Parish, NY 13131	

Certified Article #: 9214 8901 0754 4602 1439 16

# HOUSING COUNSELING AGENCIES – NEW YORK

	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227
Otsego	UNHS NeighborWorks	1611 Genesee Street	
8	Homeownership Center	Utica, NY 13501	315-724-4197
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	4.000 750 000
	Solutions	Binghamton, NY 13901	1-800-750-2227
Putnam	Housing Action Council	55 South Broadway	014 333 4444
	Housing Action Council		914-332-4144
	Putnam County Housing Corp.	Tarrytown, NY 10591 11 Seminary Hill Rd.	
	i denam county housing corp.	Carmel, NY 10512	845-225-8493
Queens	Neighborhood Housing Services	60-20 Woodside Ave.	
4000110	of Northern Queens		718-457-1017
	Neighborhood Housing Services-	Flushing, NY 11377	
	Jamaica	89-70 162nd St.	718-291-7400
	СННАҮА	Jamaica, NY 11432	
	СППАТА	37-43 77th St.	718-478-3848
	Grow Breaklyn Ing	Jackson Heights, NY 11372	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	Poolen Part	Brooklyn, NY 11237	ext. 206
	Rockaway Development and	1920 Mott Ave., Second Floor	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	NY Commission of Human Rights-	153-01 Jamaica Ave.	718-657-2465
	Queens	Jamaica, NY 11432	
	GreenPath Debt Solutions	80-02 Kew Gardens Road,	866-285-4036
		Suite 710	
		Kew Gardens, NY 11415-3607	
	Margert Community Corporation	325 Beach 37th Street	718-471-3724
		Far Rockaway, NY 11691	
	Queens Community House	108-25 62nd Drive	718-592-5757
		Forest Hills, NY 11375	. 10 002 0,07
Rensselaer	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	210 000 0020
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
	· · ·	Albany, NY 12207	510-400-0997
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	510-705-2425
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	510-454-1/20
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	1-000-750-2227
Richmond	Northfield Community Local Dev.	160 Heberton Ave.	710 440 7054
	Corp. of Staten Island		718-442-7351
	MHANY Management, Inc.	Staten Island, NY 10302	ext. 227
		1 Metro Tech Center North, 11th Floor	718-246-8080
			ext. 203
	Parodneck Foundation	Brooklyn, NY 11201	
		121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391

Certified Article #: 9214 8901 0754 4602 1439 16

	Neighborhood Housing Services,	770 Castleton Ave.	710 443 0000
	Staten Island	Staten Island, NY 10310	718-442-8080
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	740 440 0000
	Grow brooklyn, me.	•	718-418-8232
	NYC Commission on Human	Brooklyn, NY 11237	ext. 206
	Rights- Staten Island	60 Bay St., 7th Floor	718-390-8506
Rockland		Staten Island, NY 10301	
NUCKIANU	Housing Action Council	55 South Broadway	914-332-4144
	Deckland Handing Anti-	Tarrytown, NY 10591	
	Rockland Housing Action Coalition	120-126 North Main St.,	845-708-5799
		Annex-First Floor	
<b>~</b>		New City, NY 10956	
Saratoga	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
	,	Hudson Falls, NY 12839	
Schenectady	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
-		Schenectady, NY 12307	518-572-0405
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	510-454-1750
	Albany County Rural Housing	24 Martin Road	<b>F10 705 0405</b>
	Alliance		518-765-2425
		Voorheesville, NY 12186	
	Schenectady Community Action Program (SCAP)	913 Albany St.	518-374-9181
	Clearpoint Credit Counseling	Schenectady, NY 12307	
		2 Computer Drive West	1-800-750-2227
Sehoh	Solutions	Albany, NY 12205	
Schoharie	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
<u></u>	Solutions	Albany, NY 12205	
Schuyler	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
Seneca	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	007-210-3443
St. Lawrence	Housing Assistance Program of	103 Hand Ave.	E10 073 C000
	Essex County (HAPEC)	Elizabethtown, NY 12932	518-873-6888
	North Country Housing Council		245 000 5===
	Horar Councily Housing Council	19 Main St.	315-386-8576
	Closepoint Credit Course li	Canton, NY 13617	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	

Steuben	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
<u>C. (( ))</u>		Elmira, NY 14901	
Suffolk	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
		East Northport, NY 11731	
	Community Development	2100 Middle Country Rd.,	631-471-1215
	Corporation of Long Island	Suite 300	ext. 158
		Centereach NY 11720	
	Economic Opportunity Council of	320 Carleton Avenue,	631-647-3765
	Suffolk, Inc.	Suite 7800	ext. 1204 or 1205
		Central Islip, NY 11722	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
		Bohemia, NY 11716	ext. 383
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	, 10-4/0-3040
	Central Islip Civic Council	68 Wheeler Rd.	631-348-0669
		Central Islip, NY 11722	051-540-0009
	Housing Help, Inc.	91-101 Broadway, Suite 6	631-754-0373
		Greenlawn, NY 11740	051-754-0373
	North Fork Housing Alliance	110 South St.	621 477 1070
		Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East	1492 Montauk Highway	
	Patchogue Alliance, Inc.	Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N	
	beet counseling corp.		1-888-354-6332
	Safeguard Credit Counseling, Inc.	Hauppauge, NY 11749	ext. 316
	Surceulard Credit Couriseinig, Inc.	67 Salonga Rd.	1-800-673-6933
	Greenpath	Northport, NY 11768	
	Greenpaur	1300 Veterans Memorial Hwy,	888-776-6738
		Suite 305	
	M(vondersch Course i	Hauppaugue, NY 11788	
	Wyandanch Community	59 Cumberbach St.	631-253-0139 or
	Development	Wyandanch, NY 11798	631-643-4786
Gullivan	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Rural Sullivan Housing Corp.	6 Pelton St.	845-794-0348
		Monticello, NY 12701	
ioga	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
	Clearpoint Financial Solutions	The Metro Center, 49 Court St.	877-412-2227
		Binghamton, NY 13901	
ompkins	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
llster	RUPCO	301 Fair St.	845-331-9860

NYSCEF DOC. NO. 33

# HOUSING COUNSELING AGENCIES – NEW YORK

<b>N</b>		-873-6888
		-765-2425
		77-412-2227
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		-873-6888
		-765-2425
		-747-8250
		-946-6992
		88-724-2227
		-683-1010
		-332-4144
		-939-2005
		-428-4507 or
		'-WRO-4YOU
		-366-9140
		-884-7791
		88-724-2227
		-546-3700
		-546-3700
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As of 06/01/2015

NYSCEF DOC. NO. 33

Chase (OH4 7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



VICTOR ESPINOLA PO BOX 540241 GREENACRES FL 33454 0241

NYSCEF DOC. NO. 33

Certified Article #: 9214 8901 0754 4602 1439 23

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

CHASE O

01/08/2016

VICTOR ESPINOLA PO BOX 540241 GREENACRES, FL 33454-0241

You Could Lose Your Home

Account:

(the "Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

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

As of 01/08/2016, your home loan is 38 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 \$1,078.64 by 02/07/2016.

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. 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 1-800-848-9380 and ask to discuss possible options.

While we cannot ensure 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-BANK-NYS (1-877-226-5697) or visit the department's website at http://www.dfs.ny.gov.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

Enclosed: - Housing Counseling Agencies - New York

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

#### **Important Legal Information**

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

### Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or

NYSCEF DOC. NO. 33

- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

### An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR42758 BW011

NYSCEF DOC. NO. 33

COUNTY	AGENCY	ADDRESS	CONTACT INFO
Albany	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	NYS Office For People With	44 Holland Ave.	518-473-1973
	Developmental Disabilities	Albany, NY 12229	
	(OPWDD)		
Allegany	ACCORD	84 Schuyler St.	585-268-7605
		Belmont, NY 14813	
	Belmont Housing Resources	1195 Main Street	716-884-7791
		Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of Buffalo	Buffalo, NY 14220	
Bronx	Neighborhood Housing Services-	848 Concourse Village West	718-992-5979
	South Bronx	Bronx, NY 10451	
	Neighborhood Housing Services-	1451 East Gun Hill Rd.	718-881-1180
	North Bronx	Bronx, NY 10469	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	1932 Arthur Avenue,	718-579-6728 or
	Rights	Room 203A	718-579-6900
		Bronx, NY 10457	
Broome	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Cattaraugus	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
<u>`</u>	of South Buffalo	Buffalo, NY 14220	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Clearpoint Financial Solutions	5794 Widewaters Parkway,	1-877-412-2227
		Suite 1	
		Syracuse NY 13203	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	

Western NY Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC) Neighborhood Housing Services	Buffalo, NY 14209 2 Academy St.	716-753-4650
and Improvement Corp. (CHRIC)		716-752 4650
		110-733-4030
Neighborhood Housing Services	Mayville, NY 14757	
	1937 South Park Ave.	716-823-3630
of South Buffalo	Buffalo, NY 14220	
Arbor Housing and Development	26 Bridge St.	607-654-7487
	Corning, NY 14830	
Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
	Elmira, NY 14901	
Alternatives FCU	125 Fulton St.	607-216-3445
	Ithaca, NY 14850	
Metro Interfaith Housing Council	21 New St.	607-772-2766
	Binghamton, NY 13903	
Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
Solutions	Binghamton, NY 13901	
Friends of the North Country	1 Mill St.	518-834-9606
	Keeseville, NY 12944	
Housing Assistance Program of	103 Hand Ave.	518-873-6888
Essex County (HAPEC)	Elizabethtown, NY 12932	
Housing Resources of Columbia	252 Columbia St.	518-822-0707
County, Inc.	Hudson, NY 12534	
Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
	· · ·	
Cortland Housing Assistance	36 Taylor St.	607-753-8271
Council, Inc.	Cortland, NY 13045	
Clearpoint Credit Counseling		1-800-750-2227
Solutions		
Alternatives, FCU	125 Fulton St.	607-216-3445
	Ithaca, NY 14850	
Metro Interfaith Housing Council	21 New St.	607-772-6766
_	Binghamton, NY 13903	
Delaware Opportunities, Inc.		607-746-1650
RUPCO	301 Fair St.	845-331-9860
		2.0 001 0000
Western Catskills Community		607-652-2823
Revitalization Council		
Clearpoint Credit Counseling		1-800-750-2227
Solutions		
Hudson River Housing	291 Mill St	845-454-9288
-		
Belmont Housing Resources	1195 Main St.	716-884-7791
-		
West Side & Black Rock Riverside		Tuesdays and
NHS, Inc.		Wednesdays at
		(716) 885-2344
		Thursdays and
		Fridays at
		(716) 877-3910
Buffalo Urban League	15 Genesee Street	
		(716) 250-2400
	Solutions Friends of the North Country Housing Assistance Program of Essex County (HAPEC) Housing Resources of Columbia County, Inc. Home Headquarters, Inc. Cortland Housing Assistance Council, Inc. Clearpoint Credit Counseling Solutions Alternatives, FCU Metro Interfaith Housing Council Delaware Opportunities, Inc. RUPCO Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions Hudson River Housing Belmont Housing Resources West Side & Black Rock Riverside	Alternatives FCU125 Fulton St. Ithaca, NY 14850Metro Interfaith Housing Council21 New St. Binghamton, NY 13903Clearpoint Credit Counseling SolutionsThe Metro Center, 49 Court St. Singhamton, NY 13901Friends of the North Country1 Mill St. Keeseville, NY 12944Housing Assistance Program of Essex County (HAPEC)103 Hand Ave. Elizabethtown, NY 12932Housing Resources of Columbia County, Inc.252 Columbia St. Syracuse NY 13203Home Headquarters, Inc.990 James St., Suite 1 Syracuse NY 13203Cortland Housing Assistance Solutions36 Taylor St. Binghamton, NY 13901Clearpoint Credit Counseling SolutionsThe Metro Center, 49 Court St. Binghamton, NY 13901Alternatives, FCU125 Fulton St. Ithaca, NY 14850Metro Interfaith Housing Council Hamden, NY 1390321 New St. Binghamton, NY 13903Delaware Opportunities, Inc.35430 State Hgwy. 10 Hamden, NY 13782RUPCO301 Fair St. Kingston, NY 12401Western Catskills Community Revitalization CouncilThe Metro Center, 49 Court St. Singhamton, NY 13901Hudson River Housing Solutions291 Mill St Poughkeepsie, NY 12601Belmont Housing Resources1195 Main St. Burfalo, NY 14209West Side & Black Rock Riverside NHS, Inc.359 Connecticut St. Buffalo, NY 14213

	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	1-800-928-885 or
		West Seneca, NY 14224	716-712-2060
	Neighborhood Assistance Corp. of	135 Delaware Ave., Ste. 102	716-834-6222
	America	Buffalo, New York 14202-2410	/10-034-0222
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	/10-023-3030
Essex	Friends of the North Country	1 Mill St.,	518-834-9606
	in the net of the country	Keeseville, NY 12944	518-834-9606
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	510-0/3-0888
	Homefront Development Corp.	568 Lower Allen St.	F10 747 0250
	nomenone bevelopment corp.	Hudson Falls, NY 12839	518-747-8250
Franklin	Friends of the North Country	1 Mill St.	E10 034 0000
		Keeseville, NY 12944	518-834-9606
	Housing Assistance Program of	103 Hand Ave.	<b>E10 073 C002</b>
	Essex County (HAPEC)	Elizabethtown, NY 12932	518-873-6888
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1 900 750 3327
	Solutions	Watertown, NY 13601	1-800-750-2227
Fulton	Better Neighborhoods, Inc.	986 Albany St.	F10 272 CACC
		Schenectady, NY 12307	518-372-6469
	UNHS NeighborWorks	1611 Genesee Street	215 724 4407
	Homeownership Center	Utica, NY 13501	315-724-4197
Genesee	The Housing Council	-	
		75 College Ave., 4th Floor	585-546-3700
	Consumer Credit Counseling	Rochester, NY 14607	ext. 3015
	Services of Rochester, Inc.	1000 University Ave., Suite 900 Rechester, NV 14607	1-888-724-2227
	Consumer Credit Counseling	Rochester, NY 14607	4.000 000 000
	Services of Buffalo, Inc.	40 Gardenville Parkway,	1-800-926-685
		Suite 300	or
Greene	Albany County Rural Housing	West Seneca, NY 14224 24 Martin Road	716-712-2060
	Alliance		518-765-2425
	RUPCO	Voorheesville, NY 12186	
		301 Fair St.	845-331-9860
	Catchill Mountain Hausing	Kingston, NY 12401	
	Catskill Mountain Housing Development Corp.	448 Main St.	518-943-6700
		Catskill, NY 12414	ext. 14
	Western Catskills Community Revitalization Council	125 Main St., Suite A	607-652-2823
		Stamford, NY 12167	
	Clearpoint Credit Counseling Solutions	2 Computer Drive West	1-800-750-2227
Hamilton		Albany, NY 12205	
aminul	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Herkimer	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	-
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	

	Clearpoint Credit Counseling Solutions	215 Washington St., Suite 005 Watertown, NY 13601	1-800-750-2227
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St.	718-647-8100
-		Brooklyn, NY 11208	/10-04/-8100
	Pratt Area Community Council	1224 Bedford Ave.	718-783-3549
		Brooklyn, NY 11216	ext. 315
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	
	Bridge Street Dev. Corp.	460 Nostrand Ave.	ext. 206 718-636-7596
		Brooklyn, NY 11216	
	MHANY Management, Inc.	1 Metro Tech Center North,	ext. 11
		11th Floor	718-246-8080
		1	ext. 203
	Neighbors Helping Neighbors	Brooklyn, NY 11201 621 Degraw St.	710 227 2015
	(NHN)	Brooklyn, NY 11217	718-237-2017
	Brooklyn Housing and Family		ext. 159
	Services, Inc.	415 Albemarle Rd.	718-435-7585
	Parodneck Foundation	Brooklyn, NY 11218	
		121 6th Ave., Suite 501	212-431-9700
	Neighborhood Housing Comis	New York, NY 10013	ext. 391
	Neighborhood Housing Services	1012 Gates Ave., 2nd Floor	718-919-2100
	of Bedford-Stuyvesant	Brooklyn, NY 11221	
		1720 Church Ave., 2nd Floor	718-287-0010
		Brooklyn, NY 11226	
	Neighborhood Housing Services-	2806 Church Ave.	718-469-4679
	East Flatbush	Brooklyn, NY 11226	
	Greater Sheepshead Bay Dev.	2105 East 22nd St.	718-332-0582
	Corp.	Brooklyn, NY 11229	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Southern Brooklyn Community	4006 18th Ave.	718-435-1300
	Organization	Brooklyn, NY 11218	
	Brooklyn Neighborhood	1482 Saint James Pl., Suite 1C	718-773-4116
	Improvement Association	Brooklyn, NY 11213	
	Council of Jewish Organizations of	1523 Avenue M	718-377-2900
	Flatbush, Inc.	Brooklyn, NY 11230	ext. 7625
	Money Management	26 Court St., Suite 2610	1-866-232-9080
	International, Inc.	Brooklyn, NY 11242	1 000 232-3080
	GreenPath Debt Solutions	175 Remsen St., Suite 1102	866-285-4033
		Brooklyn, NY 11201	000-203-4033
	NY Commission of Human Rights-	275 Livingston St.	718-722-3130
	Brooklyn	Brooklyn, NY 11217	10-122-3130
.ewis	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	212-414-1222
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1 000 750 0007
	Solutions	Watertown, NY 13601	1-800-750-2227
ivingston	Consumer Credit Counseling		1 000 724 7755
	Services of Rochester, Inc.	1000 University Ave., Suite 900	1-888-724-2227
	The Housing Council	Rochester, NY 14607	
		75 College Ave., 4th Floor	585-546-3700
Madison	Home Headquarters, Inc.	Rochester, NY 14607	
nauisuli	nome neauquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	

# HOUSING COUNSELING AGENCIES – NEW YORK

	Community Action Program for	2 Fact Main Ct	015 01-
	Madison County	3 East Main St.	315-684-3144
	Clearpoint Credit Counseling	Morrisville, NY 13408	
	Solutions	289 Genesee St.	1-800-750-2227
Monroe	Consumer Credit Counseling	Utica, NY 13501	
UC	Services of Rochester, Inc.	1000 University Ave., Suite 900	1-888-724-2227
		Rochester, NY 14607	
	Marketview Heights Association	308 North Street	585-423-1540
		Rochester, NY 14605	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Urban League of Rochester	265 North Clinton Ave.	585-325-6530
		Rochester, NY	
Montgomery	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Nassau	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
		East Northport, NY 11731	
	Community Development	333 No Main St.	631-471-1215
	Corporation of Long Island	Freeport, NY 11520	ext. 158
	Hispanic Brotherhood of Rockville	59 Clinton Ave.	516-766-6610
	Centre, Inc.	Rockville Centre, NY 11570	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	510/55-0/00
	LIFE, Inc.	112 Spruce St.	516-374-4564
		Cedarhurst, NY 11516	510-574-4504
	Long Island Housing Partnership,	180 Oser Ave.	621 425 4710
	Inc.	Hauppaugue, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	624 567 5444
	Long Island Housing Schuces, Inc.	Bohemia, NY 11716	631-567-5111
			ext. 383
	Rockaway Development and	info@lifairhousing.org	
	Revitalization Corp	1920 Mott Ave., Rm #2	718-327-5300
	CHHAYA	Far Rockaway, NY 11691	
		37-43 77th St.	718-478-3848
	Country of New S	Jackson Heights, NY 11372	
	County of Nassau Economic	40 Main St., Suite B	516-571-4663
	Development, Office of Housing	Hempstead, NY 11550	
	GreenPath Debt Solutions	300 Garden City Plaza,	888-776-6738
		Suite 220	
		Garden City, NY 11530	
New York	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
F	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
ļ	AAFE Community Development	111 Division St.	212-964-2288
	Fund, Inc.	New York, NY 10002	LTC-JUH-2200
ŀ	Abyssinian Development Corp.	2283 7th Avenue	FAE AAD CEAE
[	, and a suppliment corp.	New York, NY 10030	646-442-6545
ŀ	Neighborhood Housing Services		747 540 0555
	of NYC		212-519-2500
<u> </u>		New York, NY 10018	

# HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for	2854 Frederick Douglass Blvd.	212-281-4887
	Community Development	New York, NY 10039	ext. 206 or 231
	West Harlem Group Assistance,	1652 Amsterdam Ave.	212-862-1399
	Inc.	New York, NY 10031	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108 New York, NY 10119	866-285-4059
Niagara	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2445
	West Side & Black Rock Riverside	203 Military Rd.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14207	Wednesdays and (716) 885-2344 Thursdays and Fridays at (716) 877-3910
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Oneida	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227
	Northeast Hawley Development	101 Gertrude St.	315-425-1032
	Corp.	Syracuse, NY 13202	
Onondaga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	1 000 / 50 222/
	Cooperative Federal Credit Union	800 N. Salina St.	315-476-5290
		Syracuse, NY 13208	515-470-5250
Ontario	The Housing Council	75 College Ave., 4th Floor	585-546-3700
	-	Rochester, NY 14607	
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	- 000 / 24-222/
	Community Action in Self Help	48 Water St.	315-946-6992
		Lyons, NY 14489	
	Keuka Housing Council	160 Main St.	315-536-8707
		Penn Yan, NY 14527	
Orange	Hudson River Housing	291 Mill St. Poughkeepsie, NY 12601	845-454-9288
	Orange County Rural	59b Boniface Drive	845-713-4568
	Development Advisory Corp.	Pine Bush, NY 12566	
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Service of Rochester, Inc.	Rochester, NY 14607	
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939
	Fulton Community Development	125 West Broadway	315-593-7166
	Agency	Fulton, NY 13069	
	Oswego Housing Development	2971 County Rte. 26	315-625-4520
	Council, Inc.	Parish, NY 13131	

Certified Article #: 9214 8901 0754 4602 1439 23

## HOUSING COUNSELING AGENCIES – NEW YORK

	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
Otsego	Solutions	Syracuse, NY 13214	
Olsego	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
<b>.</b>	Solutions	Binghamton, NY 13901	
Putnam	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Putnam County Housing Corp.	11 Seminary Hill Rd.	845-225-8493
		Carmel, NY 10512	
Queens	Neighborhood Housing Services	60-20 Woodside Ave.	718-457-1017
	of Northern Queens	Flushing, NY 11377	
	Neighborhood Housing Services-	89-70 162nd St.	718-291-7400
	Jamaica	Jamaica, NY 11432	
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	120 110 5040
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Rockaway Development and	1920 Mott Ave., Second Floor	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	110-321-3300
	Parodneck Foundation	121 6th Ave., Suite 501	1 212 421 0300
		New York, NY 10013	212-431-9700
	MHANY Management, Inc.	1 Metro Tech Center North,	ext. 391
	in wanagement, mc.	-	718-246-8080
		11th Floor	ext. 203
	Prooklyn Housing and Famil	Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	NY Commission of Human Rights-	153-01 Jamaica Ave.	718-657-2465
	Queens	Jamaica, NY 11432	
	GreenPath Debt Solutions	80-02 Kew Gardens Road,	866-285-4036
		Suite 710	
		Kew Gardens, NY 11415-3607	
	Margert Community Corporation	325 Beach 37th Street	718-471-3724
		Far Rockaway, NY 11691	
	Queens Community House	108-25 62nd Drive	718-592-5757
		Forest Hills, NY 11375	
Rensselaer	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	-10 000 0020
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	510-450-0337
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	510-705-2425
	Affordable Housing Partnership	255 Orange St.	E10 424 1720
	and addie floasing i a thersinp		518-434-1730
	Clearpoint Credit Counseling	Albany, NY 12210	4.000 755 555
	Solutions	2 Computer Drive West	1-800-750-2227
Richmond		Albany, NY 12205	
ununu	Northfield Community Local Dev.	160 Heberton Ave.	718-442-7351
	Corp. of Staten Island	Staten Island, NY 10302	ext. 227
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Parodneck Foundation	Brooklyn, NY 11201 121 6th Ave., Suite 501	212-431-9700

	Neighborhood Housing Services,	770 Castleton Ave.	718-442-8080
	Staten Island	Staten Island, NY 10310	/18-442-8080
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	710 410 0222
		Brooklyn, NY 11237	718-418-8232
	NYC Commission on Human	60 Bay St., 7th Floor	ext. 206
	Rights- Staten Island		718-390-8506
Rockland	Housing Action Council	Staten Island, NY 10301	
Rockland		55 South Broadway	914-332-4144
	Poskland Housing Astign Condition	Tarrytown, NY 10591	
	Rockland Housing Action Coalition	· · · · · · · · · · · · · · · · · · ·	845-708-5799
		Annex-First Floor	
Canataga		New City, NY 10956	
Saratoga	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	020 / 7/ 0200
Schenectady	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
-		Schenectady, NY 12307	510-572-0405
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	510-454-1730
	Albany County Rural Housing	24 Martin Road	<u></u>
	Alliance	1	518-765-2425
	Schenectady Community Action	Voorheesville, NY 12186	
	Program (SCAP)	913 Albany St.	518-374-9181
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
Schoharie	Solutions	Albany, NY 12205	
schonarie	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Schuyler	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
	-	Elmira, NY 14901	
Seneca	The Housing Council	75 College Ave., 4th Floor	585-546-3700
	-	Rochester, NY 14607	
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	007-210-3445
St. Lawrence	Housing Assistance Program of	103 Hand Ave.	510 072 0000
	Essex County (HAPEC)		518-873-6888
	North Country Housing Council	Elizabethtown, NY 12932	
	Horar Councy Housing Council	19 Main St.	315-386-8576
	Clearn sint Costlit C	Canton, NY 13617	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	

	26 Bridge St.	607-654-7487
Catholia Chariting of Ol	Corning, NY 14830	
Carific Charities of Chemung		607-734-9784
Amorican Dobt Press		
American Debt Resources, Inc.		1-800-498-0766
		631-471-1215
Corporation of Long Island		ext. 158
	Centereach NY 11720	
	320 Carleton Avenue,	631-647-3765
Suffolk, Inc.	Suite 7800	ext. 1204 or 120
	Central Islip, NY 11722	
La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
	Glen Cove, NY 11542	
Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
Inc.	Hauppaugue, NY 11788	
Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
	÷	ext. 383
СННАУА	37-43 77th St.	718-478-3848
		/10 4/0 5040
Central Islip Civic Council		631-348-0669
		031-348-0009
Housing Help, Inc.		631-754-0373
		051-754-0373
North Fork Housing Alliance		C21 477 4070
North Fork Housing Amarice		631-477-1070
Bellport Hagerman Fact		
		631-286-9236
Debt Counseling Corp.	· ·	1-888-354-6332
		ext. 316
Safeguard Credit Counseling, Inc.		1-800-673-6933
	· · ·	
Greenpath	1300 Veterans Memorial Hwy,	888-776-6738
	Suite 305	
	Hauppaugue, NY 11788	
Wyandanch Community	59 Cumberbach St.	631-253-0139 or
Development	Wyandanch, NY 11798	631-643-4786
RUPCO	301 Fair St.	845-331-9860
	Kingston, NY 12401	
Rural Sullivan Housing Corp.	6 Pelton St.	845-794-0348
<u> </u>		
Catholic Charities of Chemung	•	607-734-9784
		507 7 34-3704
Metro Interfaith Housing Council		607-772-6766
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Clearpoint Financial Solutions		077 412 2222
		877-412-2227
Catholic Charities of Chemuna		
catione channes of chemung		607-734-9784
Alternatives FCU		
Alternatives FCU		607-216-3445
	Ithaca, NY 14850	1
RUPCO	301 Fair St.	845-331-9860
-	Long Island Housing Services, Inc. CHHAYA Central Islip Civic Council Housing Help, Inc. North Fork Housing Alliance Bellport, Hagerman, East Patchogue Alliance, Inc. Debt Counseling Corp. Safeguard Credit Counseling, Inc. Greenpath Wyandanch Community Development RUPCO Rural Sullivan Housing Corp.	Catholic Charities of Chemung215 East Church St., Suite 101 Elmira, NY 14901American Debt Resources, Inc.248C Larkfield Road East Northport, NY 11731Community Development Corporation of Long Island2100 Middle Country Rd., Suite 300 Centereach NY 11720Economic Opportunity Council of Suffolk, Inc.320 Carleton Avenue, Suite 7800 Central Islip, NY 11722La Fuerza Unida, Inc.1 School St., Suite 302 Glen Cove, NY 11542Long Island Housing Partnership, Inc.180 Oser Ave. Hauppaugue, NY 11788Long Island Housing Services, Inc.640 Johnson Ave., Suite 8 Bohemia, NY 11716CHHAYA Jackson Heights, NY 1172237-43 77H St. Jackson Heights, NY 11372Central Islip Civic Council Greenlawn, NY 1174068 Wheeler Rd. Central Islip, NY 11722Housing Help, Inc.91-101 Broadway, Suite 6 Greenlawn, NY 11740North Fork Housing Alliance Patchogue Alliance, Inc.100 South St. Greenport, NY 11749Safeguard Credit Counseling, Inc. Bellport, Hagerman, East Patchogue Alliance, Inc.67 Salonga Rd. Northport, NY 11749Safeguard Credit Counseling, Inc. Buyandanch Community Development67 Salonga Rd. Northport, NY 11788Wyandanch Community Development59 Cumberbach St. Wyandanch, NY 112401Rural Sullivan Housing Corp. Binghamton, NY 1390367 Pelton St. Monticello, NY 12401Catholic Charities of Chemung21 New St. Binghamton, NY 13903Clearpoint Financial Solutions Binghamton, NY 1390121 New St. Binghamton, NY 13901Catholic Charities of Chemung21 New St. Binghamton, N



NYSCEF DOC. NO. 33

## HOUSING COUNSELING AGENCIES – NEW YORK

	-873-6888
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	77-412-2227
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	-765-2425
	-747-8250
1	-946-6992
	88-724-2227
	-683-1010
	-332-4144
	-939-2005
	-428-4507 or
	'-WRO-4YOU
	1-366-9140
	i-884-7791
	88-724-2227
- -	-546-3700
	-546-3700

As of 06/01/2015

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

CHASE **G** 

01/08/2016

VICTOR ESPINOLA PO BOX 540241 GREENACRES, FL 33454-0241

You Could Lose Your Home

Account: Internet (the "Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

Dear VICTOR ESPINOLA:

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

As of 01/08/2016, your home loan is 38 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 \$1,078.64 by 02/07/2016.

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. 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 1-800-848-9380 and ask to discuss possible options.

While we cannot ensure 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-BANK-NYS (1-877-226-5697) or visit the department's website at http://www.dfs.ny.gov.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

Enclosed: - Housing Counseling Agencies - New York

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

#### **Important Legal Information**

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

#### Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- · Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or

NYSCEF DOC. NO. 33

- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

#### An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR42758 BW011

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

COUNTY	AGENCY	ADDRESS	CONTACT INFO
Albany	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	NYS Office For People With	44 Holland Ave.	518-473-1973
	Developmental Disabilities	Albany, NY 12229	
	(OPWDD)		
Allegany	ACCORD	84 Schuyler St.	585-268-7605
		Belmont, NY 14813	
	Belmont Housing Resources	1195 Main Street	716-884-7791
		Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of Buffalo	Buffalo, NY 14220	
Bronx	Neighborhood Housing Services-	848 Concourse Village West	718-992-5979
	South Bronx	Bronx, NY 10451	
	Neighborhood Housing Services-	1451 East Gun Hill Rd.	718-881-1180
	North Bronx	Bronx, NY 10469	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	1932 Arthur Avenue,	718-579-6728 or
	Rights	Room 203A	718-579-6900
		Bronx, NY 10457	
Broome	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Cattaraugus	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Clearpoint Financial Solutions	5794 Widewaters Parkway,	1-877-412-2227
		Suite 1	
		Syracuse NY 13203	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	

Chautauqua	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Chautauqua Home Rehabilitation	2 Academy St.	716-753-4650
	and Improvement Corp. (CHRIC)	Mayville, NY 14757	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Chemung	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
Chenango	Metro Interfaith Housing Council	21 New St.	607-772-2766
enemange	the of the match housing council	Binghamton, NY 13903	007 772 2700
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions		1-000-750-2227
Clinton		Binghamton, NY 13901	E10 024 0000
Clinton	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
Columbia	Housing Resources of Columbia	252 Columbia St.	518-822-0707
	County, Inc.	Hudson, NY 12534	
Cortland	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Cortland Housing Assistance	36 Taylor St.	607-753-8271
	Council, Inc.	Cortland, NY 13045	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
	Alternatives, FCU	125 Fulton St.	607-216-3445
	· · · · · · · · · · · · · · · · · · ·	Ithaca, NY 14850	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
	We content the using council	Binghamton, NY 13903	
Delaware	Delaware Opportunities, Inc.	35430 State Hgwy. 10	607-746-1650
Delawdie			007-140-1000
	DUDCO	Hamden, NY 13782	045 221 0000
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Dutchess	Hudson River Housing	291 Mill St	845-454-9288
		Poughkeepsie, NY 12601	
Erie	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	
	West Side & Black Rock Riverside	359 Connecticut St.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14213	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Buffalo Urban League	15 Genesee Street	(716) 250-2400
		Buffalo, NY 14203	

	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
	Neighborhood Assistance Corp. of	135 Delaware Ave., Ste. 102	716-834-6222
	America	Buffalo, New York 14202-2410	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Essex	Friends of the North Country	1 Mill St.,	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	0.0 0000
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Franklin	Friends of the North Country	1 Mill St.	518-834-9606
	,	Keeseville, NY 12944	510 004 5000
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	1 000 / 30-222/
Fulton	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	515 /27-413/
Genesee	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	ext. 3015
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	1-000-/24-222/
	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	1-800-928-885 or
		West Seneca, NY 14224	716-712-2060
Greene	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	510-705-2425
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	042-221-3800
	Catskill Mountain Housing	448 Main St.	518-943-6700
	Development Corp.	Catskill, NY 12414	
	Western Catskills Community	125 Main St., Suite A	ext. 14
	Revitalization Council	Stamford, NY 12167	607-652-2823
	Clearpoint Credit Counseling	2 Computer Drive West	1 000 750 000-
	Solutions	-	1-800-750-2227
Hamilton	Housing Assistance Program of	Albany, NY 12205 103 Hand Ave.	F10 072 5000
	Essex County (HAPEC)		518-873-6888
	Clearpoint Credit Counseling	Elizabethtown, NY 12932 289 Genesee St.	1 000 750 555
	Solutions		1-800-750-2227
		Utica, NY 13501	<b></b>
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
Horkimor		Hudson Falls, NY 12839	
Herkimer	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
lefferson	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	

	Clearpoint Credit Counseling Solutions	215 Washington St., Suite 005 Watertown, NY 13601	1-800-750-2227
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St.	718-647-8100
•		Brooklyn, NY 11208	
	Pratt Area Community Council	1224 Bedford Ave.	718-783-3549
	,	Brooklyn, NY 11216	ext. 315
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Bridge Street Dev. Corp.	460 Nostrand Ave.	718-636-7596
		Brooklyn, NY 11216	ext. 11
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Neighbors Helping Neighbors	621 Degraw St.	718-237-2017
	(NHN)	Brooklyn, NY 11217	ext. 159
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	Neighborhood Housing Services	1012 Gates Ave., 2nd Floor	718-919-2100
	of Bedford-Stuyvesant	Brooklyn, NY 11221	
	САМВА	1720 Church Ave., 2nd Floor	718-287-0010
		Brooklyn, NY 11226	/ 10 20/ 0010
	Neighborhood Housing Services-	2806 Church Ave.	718-469-4679
	East Flatbush	Brooklyn, NY 11226	/10 403 4075
	Greater Sheepshead Bay Dev.	2105 East 22nd St.	718-332-0582
	Corp.	Brooklyn, NY 11229	/10-352-0502
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	Grow Brooklyn, me.	Brooklyn, NY 11237	ext. 206
	Southern Brooklyn Community	4006 18th Ave.	718-435-1300
	Organization	Brooklyn, NY 11218	/10-435-1300
	Brooklyn Neighborhood	1482 Saint James Pl., Suite 1C	718-773-4116
	Improvement Association	Brooklyn, NY 11213	10-113-4110
	Council of Jewish Organizations of		718-377-2900
	Flatbush, Inc.	Brooklyn, NY 11230	
	Money Management	26 Court St., Suite 2610	ext. 7625
	International, Inc.	1	1-866-232-9080
	GreenPath Debt Solutions	Brooklyn, NY 11242 175 Remsen St., Suite 1102	066 205 4022
			866-285-4033
	NY Commission of Human Rights-	Brooklyn, NY 11201	710 711 1400
	Brooklyn	275 Livingston St. Brooklym, NY 11217	718-722-3130
Lewis	Home Headquarters, Inc.	Brooklyn, NY 11217	215 474 4020
LGM12	nome neauquarters, Inc.	990 James St., Suite 1	315-474-1939
	Clearpoint Credit Counseling	Syracuse, NY 13203	1 000 750 2227
	Solutions	215 Washington St., Suite 005	1-800-750-2227
Livingston		Watertown, NY 13601	4.000 704 0007
Livingston	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
Madison	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	

### **HOUSING COUNSELING AGENCIES – NEW YORK**

	Community Action Program for	3 East Main St.	315-684-3144
	Madison County	Morrisville, NY 13408	
	Clearpoint Credit Counseling	289 Genesee St.	1-800-750-2227
	Solutions	Utica, NY 13501	
Monroe	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Marketview Heights Association	308 North Street	585-423-1540
		Rochester, NY 14605	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Urban League of Rochester	265 North Clinton Ave.	585-325-6530
		Rochester, NY	
Montgomery	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Nassau	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
	,,	East Northport, NY 11731	
	Community Development	333 No Main St.	631-471-1215
	Corporation of Long Island	Freeport, NY 11520	ext. 158
	Hispanic Brotherhood of Rockville	59 Clinton Ave.	516-766-6610
	Centre, Inc.	Rockville Centre, NY 11570	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	510-755-0788
	LIFE, Inc.	112 Spruce St.	516-374-4564
		Cedarhurst, NY 11516	510-374-4504
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	031-433-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
	Long Island Housing Services, Inc.	Bohemia, NY 11716	ext. 383
		info@lifairhousing.org	ext. 565
	Rockaway Development and	1920 Mott Ave., Rm #2	710 227 5200
	· ·	-	718-327-5300
	Revitalization Corp CHHAYA	Far Rockaway, NY 11691	710 470 2040
		37-43 77th St.	718-478-3848
	County of Name	Jackson Heights, NY 11372	
	County of Nassau Economic	40 Main St., Suite B	516-571-4663
	Development, Office of Housing	Hempstead, NY 11550	
	GreenPath Debt Solutions	300 Garden City Plaza,	888-776-6738
		Suite 220	
		Garden City, NY 11530	
New York	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	AAFE Community Development	111 Division St.	212-964-2288
	Fund, Inc.	New York, NY 10002	
	Abyssinian Development Corp.	2283 7th Avenue	646-442-6545
		New York, NY 10030	
	Neighborhood Housing Services	307 West 36th St., 12th floor	212-519-2500
	of NYC	New York, NY 10018	

	Harlem Congregations for	2854 Frederick Douglass Blvd.	212-281-4887
	Community Development	New York, NY 10039	ext. 206 or 231
	West Harlem Group Assistance,	1652 Amsterdam Ave.	212-862-1399
	inc.	New York, NY 10031	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108 New York, NY 10119	866-285-4059
Niagara	Belmont Housing Resources	1195 Main St.	716-884-7791
U		Buffalo, NY 14209	/10-004-//91
	Buffalo Urban League	15 Genesee Street	(716) 250-2445
		Buffalo, NY 14203	(710) 250-2445
	West Side & Black Rock Riverside	203 Military Rd.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14207	Wednesdays at
		Banalo, 11 14207	(716) 885-2344
			Thursdays and
			Fridays at
			(716) 877-3910
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	10-023-3030
Oneida	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	313-724-4197
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	1-000-750-2227
	Northeast Hawley Development	101 Gertrude St.	315-425-1032
	Corp.	Syracuse, NY 13202	515-425-1032
Onondaga	Home Headquarters, Inc.	990 James St., Suite 1	215 474 1020
8-	nome neudquarters, me.	Syracuse NY 13203	315-474-1939
	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions		1-800-750-2227
	Cooperative Federal Credit Union	Syracuse, NY 13214 800 N. Salina St.	245 476 5999
	cooperative rederal credit onion		315-476-5290
Ontario	The Housing Council	Syracuse, NY 13208	
Ontario	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling		1.000 704 0000
	Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NV 14607	1-888-724-2227
	Community Action in Self Help	Rochester, NY 14607	345 046 6355
	Community Action in Self Help	48 Water St.	315-946-6992
	Keuka Housing Council	Lyons, NY 14489	245 526 2727
		160 Main St. Boon Yon, NY 14527	315-536-8707
Orange	Hudson River Housing	Penn Yan, NY 14527	045 454 0555
Signer		291 Mill St. Boughkooneie NV 12001	845-454-9288
	Orange County Rural	Poughkeepsie, NY 12601 59b Boniface Drive	045 740 4555
	Development Advisory Corp.		845-713-4568
Orleans	Belmont Housing Resources	Pine Bush, NY 12566	746 00 1 7
Uncans	Beimont housing Resources	1195 Main St.	716-884-7791
	The Housing Council	Buffalo, NY 14209	
		75 College Ave., 4th Floor	585-546-3700
	Consumer Credit Courseling	Rochester, NY 14607	
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
050000	Service of Rochester, Inc.	Rochester, NY 14607	
Oswego	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
	Fulton Comu	Syracuse NY 13203	
	Fulton Community Development	125 West Broadway	315-593-7166
	Agency	Fulton, NY 13069	
	Oswego Housing Development	2971 County Rte. 26	315-625-4520
	Council, Inc.	Parish, NY 13131	

# HOUSING COUNSELING AGENCIES – NEW YORK

	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
<u></u>	Solutions	Syracuse, NY 13214	
Otsego	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Putnam	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Putnam County Housing Corp.	11 Seminary Hill Rd.	845-225-8493
		Carmel, NY 10512	
Queens	Neighborhood Housing Services	60-20 Woodside Ave.	718-457-1017
	of Northern Queens	Flushing, NY 11377	/10/10/
	Neighborhood Housing Services-	89-70 162nd St.	718-291-7400
	Jamaica	Jamaica, NY 11432	/10 251 /400
	СННАЧА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	/10-4/0-3040
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	710 410 0222
		Brooklyn, NY 11237	718-418-8232
	Rockaway Development and	1920 Mott Ave., Second Floor	ext. 206
	Revitalization Corp		718-327-5300
	Parodneck Foundation	Far Rockaway, NY 11691 121 6th Ave., Suite 501	1 212 424 6755
	Tarouneck Foundation		212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	NY Commission of Human Rights-	153-01 Jamaica Ave.	718-657-2465
	Queens	Jamaica, NY 11432	
	GreenPath Debt Solutions	80-02 Kew Gardens Road,	866-285-4036
		Suite 710	1
		Kew Gardens, NY 11415-3607	
	Margert Community Corporation	325 Beach 37th Street	718-471-3724
		Far Rockaway, NY 11691	
	Queens Community House	108-25 62nd Drive	718-592-5757
		Forest Hills, NY 11375	
Rensselaer	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	510 050 0020
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	210-420-0321
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	J10-70J-2423
	Affordable Housing Partnership	255 Orange St.	E10 124 1720
	and a single the single of the single	Albany, NY 12210	518-434-1730
	Clearpoint Credit Counseling	2 Computer Drive West	1 000 750
	Solutions		1-800-750-2227
Richmond	Northfield Community Local Dev.	Albany, NY 12205	
UIU		160 Heberton Ave.	718-442-7351
	Corp. of Staten Island	Staten Island, NY 10302	ext. 227
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391

	Neighborhood Housing Services,	770 Castleton Ave.	718-442-8080
	Staten Island	Staten Island, NY 10310	/10-442-0000
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	
	NYC Commission on Human	60 Bay St., 7th Floor	ext. 206
	Rights- Staten Island	Staten Island, NY 10301	718-390-8506
Rockland	Housing Action Council		014 000 14 15
NUCKIAIIU	Housing Action Council	55 South Broadway	914-332-4144
	Rockland Housing Action Coalition	Tarrytown, NY 10591	
	Rockiand Housing Action Coalition	120-126 North Main St.,	845-708-5799
		Annex-First Floor	
Saratoga		New City, NY 10956	
Saratoga	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Schenectady	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	510 454 1750
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	518-705-2425
	Schenectady Community Action	913 Albany St.	518-374-9181
	Program (SCAP)	Schenectady, NY 12307	516-5/4-9181
	Clearpoint Credit Counseling		1 000 750 0007
	Solutions	2 Computer Drive West	1-800-750-2227
Schoharie		Albany, NY 12205	F40 707 6175
	Albany County Rural Housing Alliance	24 Martin Road	518-765-2425
		Voorheesville, NY 12186	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	
Schuyler	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
Seneca	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
St. Lawrence	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	North Country Housing Council	19 Main St.	315-386-8576
	, the dening obtailed	Canton, NY 13617	172-200-02/0
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1 000 750 2227
	Solutions		1-800-750-2227
	SUIUTIONS	Watertown, NY 13601	I

# HOUSING COUNSELING AGENCIES – NEW YORK

	1	Kingston, NY 12401	0-000-1000
Jlster	RUPCO	Ithaca, NY 14850 301 Fair St.	845-331-9860
	Alternatives FCU	Elmira, NY 14901 125 Fulton St.	607-216-3445
Tompkins	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
	Clearpoint Financial Solutions	The Metro Center, 49 Court St. Binghamton, NY 13901	877-412-2227
	Metro Interfaith Housing Council	21 New St. Binghamton, NY 13903	607-772-6766
		Elmira, NY 14901	607-734-9784
Tioga	Catholic Charities of Chemung	Monticello, NY 12701 215 East Church St., Suite 101	607 724 0794
	Rural Sullivan Housing Corp.	6 Pelton St.	845-794-0348
		Kingston, NY 12401	
Sullivan	RUPCO	301 Fair St.	845-331-9860
	Development	Wyandanch, NY 11798	631-643-4786
	Wyandanch Community	59 Cumberbach St.	631-253-0139 or
		Hauppaugue, NY 11788	
		Suite 305	
	Greenpath	1300 Veterans Memorial Hwy,	888-776-6738
		Northport, NY 11768	
	Safeguard Credit Counseling, Inc.	67 Salonga Rd.	1-800-673-6933
		Hauppauge, NY 11749	ext. 316
	Debt Counseling Corp.	3033 Express Dr. N	1-888-354-6332
	Patchogue Alliance, Inc.	Bellport, NY 11713	031-200-3720
	Bellport, Hagerman, East	1492 Montauk Highway	631-286-9236
		Greenport, NY 11944	031-4//-10/0
	North Fork Housing Alliance	110 South St.	631-477-1070
		Greenlawn, NY 11740	051-194-0212
	Housing Help, Inc.	91-101 Broadway, Suite 6	631-754-0373
		Central Islip, NY 11722	031-340-0003
	Central Islip Civic Council	68 Wheeler Rd.	631-348-0669
		Jackson Heights, NY 11372	/ 10-4/8-3848
	СННАҮА	37-43 77th St.	ext. 383
		Bohemia, NY 11716	631-567-5111 ext. 383
	Long Island Housing Services, Inc.	Hauppaugue, NY 11788 640 Johnson Ave., Suite 8	621 567 5444
	Inc.		631-435-4710
	Long Island Housing Partnership,	Glen Cove, NY 11542 180 Oser Ave.	C21 425 4740
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
	La Euerza Unida, Inc.	Central Islip, NY 11722	
	Suffolk, Inc.	Suite 7800	ext. 1204 or 120
	Economic Opportunity Council of	320 Carleton Avenue,	631-647-3765
		Centereach NY 11720	
	Corporation of Long Island	Suite 300	ext. 158
	Community Development	2100 Middle Country Rd.,	631-471-1215
		East Northport, NY 11731	
Suffolk	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
		Elmira, NY 14901	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Corning, NY 14830	

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-BANK-NYS (1-877-226-5697) or visit the department's website at http://www.dfs.ny.gov.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380.

Enclosed: - Housing Counseling Agencies - New York

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

#### **Important Legal Information**

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

#### Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or

NYSCEF DOC. NO. 33

- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

# An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR42758 BW011

# FILED: DUTCHESS COUNTY CLERK 10/10/2017 02:05 PM INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

COUNTY	AGENCY	ADDRESS	CONTACT INFO
Albany	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	United Tenants of Albany	33 Clinton Ave.	518-436-8997
		Albany, NY 12207	
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
	Clearn aint Gradit Course li	Schenectady, NY 12307	
	Clearpoint Credit Counseling Solutions	2 Computer Drive West	1-800-750-2227
		Albany, NY 12205	
	NYS Office For People With	44 Holland Ave.	518-473-1973
	Developmental Disabilities	Albany, NY 12229	
Allegany	(OPWDD) ACCORD		
Allegally	ACCORD	84 Schuyler St.	585-268-7605
	Belmont Housing Passures	Belmont, NY 14813	34.0
	Belmont Housing Resources	1195 Main Street	716-884-7791
	Noighborbood Housing Comisso	Buffalo, NY 14209	
	Neighborhood Housing Services of Buffalo	1937 South Park Ave.	716-823-3630
Bronx	Neighborhood Housing Services-	Buffalo, NY 14220	
BIOHA	South Bronx	848 Concourse Village West	718-992-5979
	Neighborhood Housing Services-	Bronx, NY 10451 1451 East Gun Hill Rd.	740 001 1100
	North Bronx		718-881-1180
	Parodneck Foundation	Bronx, NY 10469 121 6th Ave., Suite 501	212 424 0700
		New York, NY 10013	212-431-9700
	MHANY Management, Inc.	1 Metro Tech Center North,	ext. 391
	in a set management, me.	11th Floor	718-246-8080
		Brooklyn, NY 11201	ext. 203
	Brooklyn Housing and Family	415 Albemarle Rd.	719 435 7505
	Services, Inc.	Brooklyn, NY 11218	718-435-7585
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
	eren brooklyn, me.	Brooklyn, NY 11237	ext. 206
	NYC Commission on Human	1932 Arthur Avenue,	
	Rights	Room 203A	718-579-6728 or 718-579-6900
		Bronx, NY 10457	110-212-0300
Broome	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	007-772-0700
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	2 000 730-2227
Cattaraugus	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	. 10 00 + // 01
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	. 10 010 0000
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
****	Clearpoint Financial Solutions	5794 Widewaters Parkway,	1-877-412-2227
		Suite 1	
		Syracuse NY 13203	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	

Chautauqua	Belmont Housing Resources for	1195 Main St.	716-884-7791
	Western NY	Buffalo, NY 14209	
	Chautauqua Home Rehabilitation	2 Academy St.	716-753-4650
	and Improvement Corp. (CHRIC)	Mayville, NY 14757	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Chemung	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Alternatives FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	
Chenango	Metro Interfaith Housing Council	21 New St.	607-772-2766
	_	Binghamton, NY 13903	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	
Clinton	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
Columbia	Housing Resources of Columbia	252 Columbia St.	518-822-0707
	County, Inc.	Hudson, NY 12534	
Cortland	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse NY 13203	
	Cortland Housing Assistance	36 Taylor St.	607-753-8271
	Council, Inc.	Cortland, NY 13045	
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	2 000 750 2227
	Alternatives, FCU	125 Fulton St.	607-216-3445
		Ithaca, NY 14850	00, 210 0440
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	
Delaware	Delaware Opportunities, Inc.	35430 State Hgwy. 10	607-746-1650
	•••••••••••••••••••••••••••••••••••••••	Hamden, NY 13782	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	0-0-0-000
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	007 032-2023
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	1-000-750-2227
Dutchess	Hudson River Housing	291 Mill St	845-454-9288
		Poughkeepsie, NY 12601	04J-4J4-3200
Erie	Belmont Housing Resources	1195 Main St.	716-884-7791
		Buffalo, NY 14209	10-004-1191
	West Side & Black Rock Riverside	359 Connecticut St.	Tuesdays and
	NHS, Inc.	Buffalo, NY 14213	
		Bunalo, NT 14215	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
	Buffalo Urban League	15 Canada Shari	(716) 877-3910
		15 Genesee Street	(716) 250-2400
		Buffalo, NY 14203	110/200-2400

	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
	Neighborhood Assistance Corp. of	135 Delaware Ave., Ste. 102	716-834-6222
	America	Buffalo, New York 14202-2410	
	Neighborhood Housing Services	1937 South Park Ave.	716-823-3630
	of South Buffalo	Buffalo, NY 14220	
Essex	Friends of the North Country	1 Mill St.,	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Homefront Development Corp.	568 Lower Allen St.	518-747-8250
		Hudson Falls, NY 12839	
Franklin	Friends of the North Country	1 Mill St.	518-834-9606
		Keeseville, NY 12944	
	Housing Assistance Program of	103 Hand Ave.	518-873-6888
	Essex County (HAPEC)	Elizabethtown, NY 12932	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	
Fulton	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	
Genesee	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	ext. 3015
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	/ he 1 factoria/
	Consumer Credit Counseling	40 Gardenville Parkway,	1-800-926-685
	Services of Buffalo, Inc.	Suite 300	or
		West Seneca, NY 14224	716-712-2060
Greene	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Catskill Mountain Housing	448 Main St.	518-943-6700
	5		
	Development Corp.	Catskill, NY 12414	ext. 14
	Western Catskills Community	Catskill, NY 12414 125 Main St., Suite A	ext. 14
		125 Main St., Suite A	ext. 14 607-652-2823
	Western Catskills Community Revitalization Council	125 Main St., Suite A Stamford, NY 12167	607-652-2823
	Western Catskills Community	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West	607-652-2823
Hamilton	Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205	607-652-2823 1-800-750-2227
Hamilton	Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions Housing Assistance Program of	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave.	607-652-2823
Hamilton	Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions Housing Assistance Program of Essex County (HAPEC)	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932	607-652-2823 1-800-750-2227 518-873-6888
Hamilton	Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions Housing Assistance Program of	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932 289 Genesee St.	607-652-2823 1-800-750-2227
Hamilton	Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions Housing Assistance Program of Essex County (HAPEC) Clearpoint Credit Counseling Solutions	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932 289 Genesee St. Utica, NY 13501	607-652-2823 1-800-750-2227 518-873-6888 1-800-750-2227
Hamilton	Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions Housing Assistance Program of Essex County (HAPEC) Clearpoint Credit Counseling	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932 289 Genesee St. Utica, NY 13501 568 Lower Allen St.	607-652-2823 1-800-750-2227 518-873-6888
	Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions Housing Assistance Program of Essex County (HAPEC) Clearpoint Credit Counseling Solutions Homefront Development Corp.	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932 289 Genesee St. Utica, NY 13501 568 Lower Allen St. Hudson Falls, NY 12839	607-652-2823 1-800-750-2227 518-873-6888 1-800-750-2227 518-747-8250
	Western Catskills Community Revitalization Council Clearpoint Credit Counseling Solutions Housing Assistance Program of Essex County (HAPEC) Clearpoint Credit Counseling Solutions Homefront Development Corp.	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932 289 Genesee St. Utica, NY 13501 568 Lower Allen St. Hudson Falls, NY 12839 1611 Genesee Street	607-652-2823 1-800-750-2227 518-873-6888 1-800-750-2227
	Western Catskills Community Revitalization CouncilClearpoint Credit Counseling SolutionsHousing Assistance Program of Essex County (HAPEC)Clearpoint Credit Counseling SolutionsHomefront Development Corp.UNHS NeighborWorks Homeownership Center	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932 289 Genesee St. Utica, NY 13501 568 Lower Allen St. Hudson Falls, NY 12839 1611 Genesee Street Utica, NY 13501	607-652-2823 1-800-750-2227 518-873-6888 1-800-750-2227 518-747-8250 315-724-4197
Hamilton Herkimer	Western Catskills Community Revitalization CouncilClearpoint Credit Counseling SolutionsHousing Assistance Program of Essex County (HAPEC)Clearpoint Credit Counseling SolutionsHomefront Development Corp.UNHS NeighborWorks Homeownership CenterClearpoint Credit Counseling	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932 289 Genesee St. Utica, NY 13501 568 Lower Allen St. Hudson Falls, NY 12839 1611 Genesee Street Utica, NY 13501 289 Genesee St.	607-652-2823 1-800-750-2227 518-873-6888 1-800-750-2227 518-747-8250
	Western Catskills Community Revitalization CouncilClearpoint Credit Counseling SolutionsHousing Assistance Program of Essex County (HAPEC)Clearpoint Credit Counseling SolutionsHomefront Development Corp.UNHS NeighborWorks Homeownership Center	125 Main St., Suite A Stamford, NY 12167 2 Computer Drive West Albany, NY 12205 103 Hand Ave. Elizabethtown, NY 12932 289 Genesee St. Utica, NY 13501 568 Lower Allen St. Hudson Falls, NY 12839 1611 Genesee Street Utica, NY 13501	607-652-2823 1-800-750-2227 518-873-6888 1-800-750-2227 518-747-8250 315-724-4197

	Clearpoint Credit Counseling Solutions	215 Washington St., Suite 005 Watertown, NY 13601	1-800-750-2227
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St.	718-647-8100
		Brooklyn, NY 11208	, 10 047 0100
	Pratt Area Community Council	1224 Bedford Ave.	718-783-3549
	·, · · · · · · · · · · · · · · · · · ·	Brooklyn, NY 11216	ext. 315
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Bridge Street Dev. Corp.	460 Nostrand Ave.	718-636-7596
		Brooklyn, NY 11216	ext. 11
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Neighbors Helping Neighbors	621 Degraw St.	718-237-2017
	(NHN)	Brooklyn, NY 11217	ext. 159
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	Neighborhood Housing Services	1012 Gates Ave., 2nd Floor	718-919-2100
	of Bedford-Stuyvesant	Brooklyn, NY 11221	
	САМВА	1720 Church Ave., 2nd Floor	718-287-0010
		Brooklyn, NY 11226	
	Neighborhood Housing Services-	2806 Church Ave.	718-469-4679
	East Flatbush	Brooklyn, NY 11226	
	Greater Sheepshead Bay Dev.	2105 East 22nd St.	718-332-0582
	Corp.	Brooklyn, NY 11229	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
		Brooklyn, NY 11237	ext. 206
	Southern Brooklyn Community	4006 18th Ave.	718-435-1300
	Organization	Brooklyn, NY 11218	
	Brooklyn Neighborhood	1482 Saint James Pl., Suite 1C	718-773-4116
	Improvement Association	Brooklyn, NY 11213	
	Council of Jewish Organizations of	1523 Avenue M	718-377-2900
	Flatbush, Inc.	Brooklyn, NY 11230	ext. 7625
	Money Management	26 Court St., Suite 2610	1-866-232-9080
	International, Inc.	Brooklyn, NY 11242	
	GreenPath Debt Solutions	175 Remsen St., Suite 1102	866-285-4033
		Brooklyn, NY 11201	
	NY Commission of Human Rights-	275 Livingston St.	718-722-3130
	Brooklyn	Brooklyn, NY 11217	
Lewis	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	
	Clearpoint Credit Counseling	215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	
Livingston	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
		Rochester, NY 14607	
Madison	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
		Syracuse, NY 13203	
	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	

	Community Action Program for	3 East Main St.	215 604 0444
	Madison County	Morrisville, NY 13408	315-684-3144
	Clearpoint Credit Counseling	289 Genesee St.	1.000 750 000
	Solutions	Utica, NY 13501	1-800-750-2227
Monroe	Consumer Credit Counseling	1000 University Ave., Suite 900	4 000 70 1 0 5
	Services of Rochester, Inc.	Rochester, NY 14607	1-888-724-2227
	Marketview Heights Association	308 North Street	
			585-423-1540
	The Housing Council	Rochester, NY 14605	
		75 College Ave., 4th Floor	585-546-3700
	Urban League of Rochester	Rochester, NY 14607	
	orban reagae of Nochester	265 North Clinton Ave.	585-325-6530
Montgomery	Better Neighborhoods, Inc.	Rochester, NY	
in Boundary	better Neighborhoods, Inc.	986 Albany St.	518-372-6469
	UNHS NeighborWorks	Schenectady, NY 12307	
		1611 Genesee Street	315-724-4197
Nassau	Homeownership Center	Utica, NY 13501	
1193399	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
	Community Decision	East Northport, NY 11731	
	Community Development	333 No Main St.	631-471-1215
	Corporation of Long Island	Freeport, NY 11520	ext. 158
	Hispanic Brotherhood of Rockville	59 Clinton Ave.	516-766-6610
	Centre, Inc.	Rockville Centre, NY 11570	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	
	LIFE, Inc.	112 Spruce St.	516-374-4564
-		Cedarhurst, NY 11516	
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	001 400 4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
		Bohemia, NY 11716	ext. 383
		info@lifairhousing.org	CAL 303
Ì	Rockaway Development and	1920 Mott Ave., Rm #2	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	/10-52/-5500
ľ	СННАҮА	37-43 77th St.	710 470 2040
		Jackson Heights, NY 11372	718-478-3848
ł	County of Nassau Economic	40 Main St., Suite B	F1C F74 4000
	Development, Office of Housing	Hempstead, NY 11550	516-571-4663
-	GreenPath Debt Solutions	300 Garden City Dia	
		300 Garden City Plaza, Suite 220	888-776-6738
New York	MHANY Management, Inc.	Garden City, NY 11530	
	in a der management, mc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
ŀ	Grow Brooklyn, Inc.	Brooklyn, NY 11201	
	Grow Brooklyn, Inc.	1474 Myrtle Ave.	718-418-8232
-	Paradnack Frank II		ext. 206
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
Ļ		New York, NY 10013	ext. 391
	AAFE Community Development		212-964-2288
	Fund, Inc.	New York, NY 10002	
	Abyssinian Development Corp.	2283 7th Avenue	646-442-6545
		New York, NY 10030	
	Neighborhood Housing Services		212-519-2500
	of NYC	New York, NY 10018	

	Harlem Congregations for	2854 Frederick Douglass Blvd.	212-281-4887
	Community Development	New York, NY 10039	ext. 206 or 231
	West Harlem Group Assistance,	1652 Amsterdam Ave.	212-862-1399
	Inc.	New York, NY 10031	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108 New York, NY 10119	866-285-4059
Niagara	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791
	Buffalo Urban League	15 Genesee Street	(716) 250-2445
	West Side & Black Rock Riverside	Buffalo, NY 14203	
	NHS, Inc.	203 Military Rd.	Tuesdays and
	Wits, me.	Buffalo, NY 14207	Wednesdays at
			(716) 885-2344
			Thursdays and
			Fridays at
	Neighborhood Housing Services	1027.00.00	(716) 877-3910
	of South Buffalo	1937 South Park Ave.	716-823-3630
Oneida	UNHS NeighborWorks	Buffalo, NY 14220	
-neidd	Homeownership Center	1611 Genesee Street	315-724-4197
	Clearpoint Credit Counseling	Utica, NY 13501	
	Solutions	5794 Widewaters Parkway	1-800-750-2227
	Northeast Hawley Development	Syracuse, NY 13214	
	Corp.	101 Gertrude St.	315-425-1032
Onondaga	Home Headquarters, Inc.	Syracuse, NY 13202	
	home neauquarters, Inc.	990 James St., Suite 1	315-474-1939
	Clearpoint Credit Counseling	Syracuse NY 13203	
	Solutions	5794 Widewaters Parkway	1-800-750-2227
		Syracuse, NY 13214	
	Cooperative Federal Credit Union	800 N. Salina St.	315-476-5290
Ontario	The Housing Council	Syracuse, NY 13208	
Untario	The Housing Council	75 College Ave., 4th Floor	585-546-3700
	Consumer Credit Courseling	Rochester, NY 14607	
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
	Services of Rochester, Inc.	Rochester, NY 14607	
	Community Action in Self Help	48 Water St.	315-946-6992
	Keuka Housing Council	Lyons, NY 14489	
	Keuka Housing Council	160 Main St.	315-536-8707
Orange	Hudson River Hausia	Penn Yan, NY 14527	
Grange	Hudson River Housing	291 Mill St.	845-454-9288
	Orange County Rural	Poughkeepsie, NY 12601	
		59b Boniface Drive	845-713-4568
Orleans	Development Advisory Corp.	Pine Bush, NY 12566	
Unedits	Belmont Housing Resources	1195 Main St.	716-884-7791
	The Housing Council	Buffalo, NY 14209	
	The Housing Council	75 College Ave., 4th Floor	585-546-3700
	Consumer Credit Course l'	Rochester, NY 14607	
	Consumer Credit Counseling	1000 University Ave., Suite 900	1-888-724-2227
Oswogo	Service of Rochester, Inc.	Rochester, NY 14607	
Oswego	Home Headquarters, Inc.	990 James St., Suite 1	315-474-1939
	Fulber Community D	Syracuse NY 13203	
	Fulton Community Development	125 West Broadway	315-593-7166
	Agency	Fulton, NY 13069	
	Oswego Housing Development	2971 County Rte. 26	315-625-4520
	Council, Inc.	Parish, NY 13131	

# HOUSING COUNSELING AGENCIES – NEW YORK

	Clearpoint Credit Counseling	5794 Widewaters Parkway	1-800-750-2227
	Solutions	Syracuse, NY 13214	1 000 / 50-222/
Otsego	UNHS NeighborWorks	1611 Genesee Street	315-724-4197
	Homeownership Center	Utica, NY 13501	515-724-4197
	Clearpoint Credit Counseling	The Metro Center, 49 Court St.	1-800-750-2227
	Solutions	Binghamton, NY 13901	1-000-750-2227
Putnam	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	914-352-4144
	Putnam County Housing Corp.	11 Seminary Hill Rd.	045 225 0402
	i and obarry floasing corp.	Carmel, NY 10512	845-225-8493
Queens	Neighborhood Housing Services	60-20 Woodside Ave.	740 457 4047
•	of Northern Queens	Flushing, NY 11377	718-457-1017
	Neighborhood Housing Services-	89-70 162nd St.	
	Jamaica		718-291-7400
	СННАУА	Jamaica, NY 11432	
	CITIATA	37-43 77th St.	718-478-3848
	Grow Brooklyn, Inc.	Jackson Heights, NY 11372	
		1474 Myrtle Ave.	718-418-8232
	Rockowou David	Brooklyn, NY 11237	ext. 206
	Rockaway Development and	1920 Mott Ave., Second Floor	718-327-5300
	Revitalization Corp	Far Rockaway, NY 11691	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Brooklyn Housing and Family	415 Albemarle Rd.	718-435-7585
	Services, Inc.	Brooklyn, NY 11218	
	NY Commission of Human Rights-	153-01 Jamaica Ave.	718-657-2465
	Queens	Jamaica, NY 11432	1 20 007 2400
	GreenPath Debt Solutions	80-02 Kew Gardens Road,	866-285-4036
		Suite 710	000-205-4030
		Kew Gardens, NY 11415-3607	
	Margert Community Corporation	325 Beach 37th Street	718-471-3724
		Far Rockaway, NY 11691	/18-4/1-3/24
	Queens Community House	108-25 62nd Drive	740 500 5755
		1	718-592-5757
Rensselaer	Troy Rehabilitation and	Forest Hills, NY 11375	
	Improvement Program (TRIP)	415 River St.	518-690-0020
	United Tenants of Albany	Troy, NY 12180	<u> </u>
		33 Clinton Ave.	518-436-8997
	Albany County Purch Hard	Albany, NY 12207	
	Albany County Rural Housing Alliance	24 Martin Road	518-765-2425
		Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
	Classic to a life and the second	Albany, NY 12210	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
V	Solutions	Albany, NY 12205	
Richmond	Northfield Community Local Dev.	160 Heberton Ave.	718-442-7351
	Corp. of Staten Island	Staten Island, NY 10302	ext. 227
	MHANY Management, Inc.	1 Metro Tech Center North,	718-246-8080
		11th Floor	ext. 203
		Brooklyn, NY 11201	
	Parodneck Foundation	121 6th Ave., Suite 501	212-431-9700
		New York, NY 10013	ext. 391

	Neighborhood Housing Services,	770 Castleton Ave.	
	Staten Island		718-442-8080
	Grow Brooklyn, Inc.	Staten Island, NY 10310	
	STOW Brooklyn, IIC.	1474 Myrtle Ave.	718-418-8232
	NYC Commission on Human	Brooklyn, NY 11237	ext. 206
		60 Bay St., 7th Floor	718-390-8506
Rockland	Rights- Staten Island	Staten Island, NY 10301	
NUCKIANU	Housing Action Council	55 South Broadway	914-332-4144
		Tarrytown, NY 10591	
	Rockland Housing Action Coalition	]	845-708-5799
		Annex-First Floor	
		New City, NY 10956	
Saratoga	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Affordable Housing Partnership	255 Orange St.	518-434-1730
		Albany, NY 12210	
	Troy Rehabilitation and	415 River St.	518-690-0020
	Improvement Program (TRIP)	Troy, NY 12180	050 0020
	Better Neighborhoods, Inc.	986 Albany St.	518-372-6469
		Schenectady, NY 12307	510-572-0409
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	1-000-730-2227
	Homefront Development Corp.	568 Lower Allen St.	510 747 00FO
		Hudson Falls, NY 12839	518-747-8250
Schenectady	Better Neighborhoods, Inc.	986 Albany St.	
	a sector menging of the board o		518-372-6469
	Affordable Housing Partnership	Schenectady, NY 12307	
	and dable housing rathership	255 Orange St.	518-434-1730
	Albany County Rural Housing	Albany, NY 12210	
	Alliance	24 Martin Road	518-765-2425
		Voorheesville, NY 12186	
	Schenectady Community Action Program (SCAP)	913 Albany St.	518-374-9181
		Schenectady, NY 12307	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
Cohohouio	Solutions	Albany, NY 12205	
Schoharie	Albany County Rural Housing	24 Martin Road	518-765-2425
	Alliance	Voorheesville, NY 12186	
	Western Catskills Community	125 Main St., Suite A	607-652-2823
	Revitalization Council	Stamford, NY 12167	
	Clearpoint Credit Counseling	2 Computer Drive West	1-800-750-2227
	Solutions	Albany, NY 12205	/
Schuyler	Arbor Housing and Development	26 Bridge St.	607-654-7487
		Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
Seneca	The Housing Council	75 College Ave., 4th Floor	585-546-3700
	_	Rochester, NY 14607	565-546-3700
	Alternatives, FCU	125 Fulton St.	607 216 2445
	,	Ithaca, NY 14850	607-216-3445
St. Lawrence	Housing Assistance Program of	103 Hand Ave.	
	Essex County (HAPEC)		518-873-6888
	North Country Housing Council	Elizabethtown, NY 12932	
		19 Main St.	315-386-8576
ł		Canton, NY 13617	
		215 Washington St., Suite 005	1-800-750-2227
	Solutions	Watertown, NY 13601	

# HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St.	607-654-7487
	Catholic Charities of Ol	Corning, NY 14830	
	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
Suffolk	Amorican Daht Da	Elmira, NY 14901	
JUHOR	American Debt Resources, Inc.	248C Larkfield Road	1-800-498-0766
		East Northport, NY 11731	
	Community Development	2100 Middle Country Rd.,	631-471-1215
	Corporation of Long Island	Suite 300	ext. 158
		Centereach NY 11720	
	Economic Opportunity Council of	320 Carleton Avenue,	631-647-3765
	Suffolk, Inc.	Suite 7800	ext. 1204 or 120
		Central Islip, NY 11722	
	La Fuerza Unida, Inc.	1 School St., Suite 302	516-759-0788
		Glen Cove, NY 11542	
	Long Island Housing Partnership,	180 Oser Ave.	631-435-4710
	Inc.	Hauppaugue, NY 11788	001 100 4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8	631-567-5111
		Bohemia, NY 11716	ext. 383
	СННАҮА	37-43 77th St.	718-478-3848
		Jackson Heights, NY 11372	1 10-410-3040
	Central Islip Civic Council	68 Wheeler Rd.	631-348-0669
		Central Islip, NY 11722	031-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6	C01 754 0070
	,	Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St.	604 477 177
	Analice		631-477-1070
	Bellport, Hagerman, East	Greenport, NY 11944	
	Patchogue Alliance, Inc.	1492 Montauk Highway	631-286-9236
	Debt Counseling Corp.	Bellport, NY 11713	
	best courseing corp.	3033 Express Dr. N	1-888-354-6332
	Sofoguard Credit Course line	Hauppauge, NY 11749	ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd.	1-800-673-6933
	Croossett	Northport, NY 11768	
	Greenpath	1300 Veterans Memorial Hwy,	888-776-6738
		Suite 305	
	Weinel	Hauppaugue, NY 11788	
	Wyandanch Community	59 Cumberbach St.	631-253-0139 or
<u></u>	Development	Wyandanch, NY 11798	631-643-4786
Sullivan	RUPCO	301 Fair St.	845-331-9860
		Kingston, NY 12401	
	Rural Sullivan Housing Corp.	6 Pelton St.	845-794-0348
		Monticello, NY 12701	
Tioga	Catholic Charities of Chemung	215 East Church St., Suite 101	607-734-9784
		Elmira, NY 14901	
	Metro Interfaith Housing Council	21 New St.	607-772-6766
		Binghamton, NY 13903	507-772-0700
	Clearpoint Financial Solutions	The Metro Center, 49 Court St.	877-412-2227
	-	Binghamton, NY 13901	0//-412-222/
ompkins	Catholic Charities of Chemung	215 East Church St., Suite 101	607 724 0704
		Elmira, NY 14901	607-734-9784
	Alternatives FCU	125 Fulton St.	
			607-216-3445
Jister	RUPCO	Ithaca, NY 14850	
		301 Fair St.	845-331-9860
		Kingston, NY 12401	1

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

# HOUSING COUNSELING AGENCIES – NEW YORK

	-873-6888
	-765-2425
	77-412-2227
	-747-8250
1	-873-6888
	-765-2425
	-747-8250
	-946-6992
	88-724-2227
	-683-1010
	-332-4144
	-939-2005
	-428-4507 or '-WRO-4YOU
	-366-9140
	-884-7791
	88-724-2227
	-546-3700
	-546-3700

As of 06/01/2015

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

03/22/2016

VICTOR ESPINOLA PO BOX 540241 GREENACRES, FL 33454-0241

Acceleration Warning (Notice of Intent to Foreclose)

Account: Iteration (the "Loan") Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

#### Dear VICTOR ESPINOLA:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 01/01/2016.
- 2. As of 03/22/2016, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$1,670.28 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

Total Monthly Payments:	\$1,617.96
Late Fees:	\$24.32
NSF Fæs:	\$0.00
Other Fees: ¹	\$0.00
Advances: ¹	\$28.00
Amount Held in Suspense:	\$0.00

¹Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law. If you have any reason to dispute the past-due amount listed above, or if you believe your Loan is current, please call us at one of the numbers listed below.

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 04/26/2016, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, and commence foreclosure proceedings, all without further notice to you. If this happens, Chase will be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we are entitled to collect under the Loan, including attorney fees, if permitted by law, related to any foreclosure action we initiate.
- 6. If your loan is guaranteed by the Rural Housing Service:

If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. The Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts owed. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.

7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail:	CHASE PO BOX 9001871 LOUISVILLE KY 40290-1871
Overnight Mail:	CHASE 6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

- 8. If you are unable to pay the amount past due, Chase has a variety of homeowner assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.
- 9. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

NYSCEF DOC. NO. 33

#### Here's where to look for help

You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to hud.gov and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have any questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

#### **Important Legal Information**

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

We recently sent you a notice that is required under New York law that you are at risk of losing your home due to delinquency, and that you have several options available to you that may help you keep your home. The notice provided that if the delinquency was not resolved within ninety (90) days from the date that notice was mailed, we may commence legal action against you. The law does not require us to wait until the end of the ninety (90)-day period before sending you this thirty (30)-day demand letter. You still have the full ninety (90) days from the date that notice was mailed to resolve the delinquency before we will commence legal action.

NYSCEF DOC. NO. 33

## Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

#### An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR41459 BW160

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017



Chase (Mail Code OH4-7399) P.O. Box 183205 Columbus, OH 43218 For Undeliverable Mail Only

03/22/2016

VICTOR ESPINOLA 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590

Acceleration Warning (Notice of Intent to Foreclose)

Account: Property Address: 8 WHITE GATE DRIVE UNIT A WAPPINGERS FALLS, NY 12590 (the "Property")

#### Dear VICTOR ESPINOLA:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A.("Chase") hereby notifies you of the following:

- 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 01/01/2016.
- 2. As of 03/22/2016, total monthly payments (including principal, interest and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$1,670.28 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please call us as soon as possible at 1-800-848-9380.

Total Monthly Payments:	\$1,617.96
Late Fees:	\$24.32
NSF Fees:	\$0.00
Other Fees: ¹	\$0.00
Advances: ¹	\$28.00
Amount Held in Suspense:	\$0.00

¹Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law. If you have any reason to dispute the past-due amount listed above, or if you believe your Loan is current, please call us at one of the numbers listed below.

- 3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
- 4. If you fail to cure the default on or before 04/26/2016, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, and commence foreclosure proceedings, all without further notice to you. If this happens, Chase will be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
- 5. You have the right to reinstate after acceleration of the Loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we are entitled to collect under the Loan, including attorney fees, if permitted by law, related to any foreclosure action we initiate.
- 6. If your loan is guaranteed by the Rural Housing Service:

If the default is not cured by the date referenced above, the account is referred to foreclosure, and the Rural Housing Service pays us a loss claim as a result of a foreclosure, you may be responsible for repaying this claim to the Rural Housing Service. The Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts owed. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as social security benefits to be reduced or "offset" in order to repay the outstanding debt.

7. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail:	CHASE PO BOX 9001871 LOUISVILLE KY 40290-1871
Overnight Mail:	CHASE 6716 GRADE LANE - BUILDING 9 LOUISVILLE, KY 40213-1407

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

- 8. If you are unable to pay the amount past due, Chase has a variety of homeowner assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.
- 9. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

NYSCEF DOC. NO. 33

#### Here's where to look for help

You can find additional resources below to help you with your mortgage:

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673).
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to hud.gov and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have any questions, please call us at one of the numbers below.

Sincerely,

Chase 1-800-848-9380 1-800-582-0542 TTY www.chase.com

#### **Important Legal Information**

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

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

However, to the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

We recently sent you a notice that is required under New York law that you are at risk of losing your home due to delinquency, and that you have several options available to you that may help you keep your home. The notice provided that if the delinquency was not resolved within ninety (90) days from the date that notice was mailed, we may commence legal action against you. The law does not require us to wait until the end of the ninety (90)-day period before sending you this thirty (30)-day demand letter. You still have the full ninety (90) days from the date that notice was mailed to resolve the delinquency before we will commence legal action.

#### Important Notice To Servicemembers And Their Dependents

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember. Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments. Be sure to make monthly payments on time.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard or a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

#### An Important Reminder For All Our Customers

As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make a mortgage payment to anyone other than your mortgage company without their approval. Loan modification scams should be reported to PreventLoanScams.org, or by calling 1-888-995-HOPE (1-888-995-4673). We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

CR41459 BW160

NYSCEF DOC. NO. 33

# SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS QSLSN036

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

AFFIDAVIT OF NON MILITARY SERVICE

-vs-

Index No. 51459/2016

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM

Defendants.

STATE OF NEW YORK) COUNTY OF NASSAU) ss.:

I, Danielle Osso, being duly sworn, deposes and says:

That deponent is not a party to the action, is over the age of twenty-one (21) years and resides in the State of NEW YORK.

That deponent caused a search to be done on October <u>5</u>, 2017, to determine whether Defendant, VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA is active in any branch of the United States Military.

The search was performed by the Department of Defense, Manpower Data Center, Military Verification Department, 1600 Wilson Boulevard, Suite 400, Arlington, VA 22209-259.

The following was determined: The Defendant () WAS (X) WAS NOT in the active military service on the above referenced date.

Based on the above information, I can conclude that the Defendant, VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA is currently not active in the United States Military.

Danielle Osso Legal Assistant FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY RD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 QSLSN036

Sworn to before me this day of

MARIA KRISTINE DOUKAS NOTARY PUBLIC-STATE OF NEW YORK No. 01D06327329 Qualified in Suffolk County My Commission Expires July 06, 2019

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

# SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS QSLSN036

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

AFFIDAVIT OF NON MILITARY SERVICE

-vs-

Index No. 51459/2016

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM

Defendants.

STATE OF NEW YORK) COUNTY OF NASSAU) ss.:

I, Danielle Osso, being duly sworn, deposes and says:

That deponent is not a party to the action, is over the age of twenty-one (21) years and resides in the State of NEW YORK.

That deponent caused a search to be done on October <u>5</u>, 2017, to determine whether Defendant, MICHAEL CLOSE is active in any branch of the United States Military. The search was performed by the Department of Defense, Manpower Data Center, Military Verification Department, 1600 Wilson Boulevard, Suite 400, Arlington, VA 22209-259.

The following was determined: The Defendant () WAS (X) WAS NOT in the active military service on the above referenced date.

Based on the above information, I can conclude that the Defendant, MICHAEL CLOSE is currently not active in the United States Military.

Danielle Osso Legal Assistant FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY RD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 QSLSN036

Sworn to before me this day of

Notary Public

MARIA KRISTINE DOUKAS NOTARY PUBLIC-STATE OF NEW YORK No. 01DO6327329 Qualified in Suffolk County My Commission Expires July 06, 2019

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NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

# SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS QSLSN036

# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

AFFIDAVIT OF NON MILITARY SERVICE

-vs-

Index No. 51459/2016

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM

Defendants.

STATE OF NEW YORK) COUNTY OF NASSAU) ss.:

I, Danielle Osso, being duly sworn, deposes and says:

That deponent is not a party to the action, is over the age of twenty-one (21) years and resides in the State of NEW YORK.

That deponent caused a search to be done on October 5, 2017, to determine whether Defendant, KIMBERLY TOWNSEND is active in any branch of the United States Military. The search was performed by the Department of Defense, Manpower Data Center, Military Verification Department, 1600 Wilson Boulevard, Suite 400, Arlington, VA 22209-259.

The following was determined: The Defendant () WAS (X) WAS NOT in the active military service on the above referenced date.

Based on the above information, I can conclude that the Defendant, KIMBERLY TOWNSEND is currently not active in the United States Military.

Danielle Osso Legal Assistant FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY RD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 QSLSN036

Sworn to before me this

Notary Public

MARIA KRISTINE DOUKAS NOTARY PUBLIC-STATE OF NEW YORK No. 01D06327329 Qualified in Suffolk County My Commission Expires July 06, 2019

# SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS QSLSN036

# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff.

AFFIDAVIT OF NON MILITARY SERVICE

-VS-

Index No. 51459/2016

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM

Defendants.

STATE OF NEW YORK) COUNTY OF NASSAU) ss.:

I, Danielle Osso, being duly sworn, deposes and says:

That deponent is not a party to the action, is over the age of twenty-one (21) years and resides in the State of NEW YORK.

That deponent caused a search to be done on October 5, 2017, to determine whether Defendant, JENNIFER MOORE is active in any branch of the United States Military. The search was performed by the Department of Defense, Manpower Data Center, Military Verification Department, 1600 Wilson Boulevard, Suite 400, Arlington, VA 22209-259.

The following was determined: The Defendant () WAS (X) WAS NOT in the active military service on the above referenced date.

Based on the above information, I can conclude that the Defendant, JENNIFER MOORE is currently not active in the United States Military.

Danielle Osso Legal Assistant FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY RD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 QSLSN036

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**Notary Public** 

MARIA KRISTINE DOUKAS NOTARY PUBLIC-STATE OF NEW YORK No. 01D06327329 Qualified in Suffolk County My Commission Expires July 06, 2019 ÷ 1

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NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

# SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS QSLSN036

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

AFFIDAVIT OF NON MILITARY SERVICE

-vs-

Index No. 51459/2016

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM

Defendants.

STATE OF NEW YORK) COUNTY OF NASSAU) ss.:

I, Danielle Osso, being duly sworn, deposes and says:

That deponent is not a party to the action, is over the age of twenty-one (21) years and resides in the State of NEW YORK.

That deponent caused a search to be done on October <u>5</u>, 2017, to determine whether Defendant, LOIS MULLER is active in any branch of the United States Military. The search was performed by the Department of Defense, Manpower Data Center, Military Verification Department, 1600 Wilson Boulevard, Suite 400, Arlington, VA 22209-259.

The following was determined: The Defendant () WAS (X) WAS NOT in the active military service on the above referenced date.

Based on the above information, I can conclude that the Defendant, LOIS MULLER is currently not active in the United States Military.

Danielle Osso Legal Assistant FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY RD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 QSLSN036

Sworn to before me t day of

Notary Public

MARIA KRISTINE DOUKAS NOTARY PUBLIC-STATE OF NEW YORK No. 01D06327329 Qualified in Suffolk County My Commission Expires July 06, 2019

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

# SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS QSLSN036

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

AFFIDAVIT OF NON MILITARY SERVICE

-vs-

Index No. 51459/2016

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM

Defendants.

STATE OF NEW YORK) COUNTY OF NASSAU) ss.:

I, Danielle Osso, being duly sworn, deposes and says:

That deponent is not a party to the action, is over the age of twenty-one (21) years and resides in the State of NEW YORK.

That deponent caused a search to be done on October ______, 2017, to determine whether Defendant, GEORGE MULLER is active in any branch of the United States Military. The search was performed by the Department of Defense, Manpower Data Center, Military Verification Department, 1600 Wilson Boulevard, Suite 400, Arlington, VA 22209-259.

The following was determined: The Defendant () WAS (X) WAS NOT in the active military service on the above referenced date.

Based on the above information, I can conclude that the Defendant, GEORGE MULLER is currently not active in the United States Military.

Danielle Osso Legal Assistant FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY RD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 OSLSN036

Sworn to before me this day of

Notary Public

MARIA KRISTINE DOUKAS NOTARY PUBLIC-STATE OF NEW YORK No. 01D06327329 Qualified in Suffolk County My Commission Expires July 06, 2019

Department of Defense Manpower Data Center

RECEIVED NYSCEF: 10/10/2017

Results as of : Oct-05-2017 03:13:05 PM

SCRA 4.0



Status Report Pursuant to Servicemembers Civil Relief Act

SSN:	
Birth Date:	
Last Name:	ESPINOLA
First Name:	VICTOR
Middle Name:	М
Status As Of:	Oct-05-2017
Certificate ID:	

		ctive Duty Status Date Status	Service Component
Active Duty Start Date	Active Duty End Date		
NA	NA	No	NA

	Left Active Du	ty Within 367 Days of Active Duty State	us Date	
Active Duty Start Date	Active Duty End Date	1	Status	Service Component
NA	NA	State of the second	No	NA
This re	sponse reflects where the individual I	eft active duty status within 367 days p	preceding the Active Duty State	us Date

The Member or	His/Her Unit Was Notified	l of a Future Call-Up to Active Dut	y 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 u	nit 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.

Semento

Michael V. Sorrento, Director Department of Defense - Manpower Data Center 400 Gigling Rd. Seaside, CA 93955

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017

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. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. 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.

NYSCEF DOC. NO. 33

Department of Defense Manpower Data Center

INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017

Results as of : Oct-05-2017 03:13:05 PM

SCRA 4.0



Status Report Pursuant to Servicemembers Civil Relief Act

SSN:	
Birth Date:	
Last Name:	ESPINOLA
First Name:	VICTOR
Middle Name:	Μ
Status As Of:	Oct-05-2017
Certificate ID:	

	On Active Duty On Ac	tive 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 Dut	y Within 367 Days of Active Duty Status	Date	
Active Duty Start Date	Active Duty End Date	S	tatus	Service Component
NA	NA		No	NA
This	response reflects where the individual le	eft active duty status within 367 days pr	eceding the Active Duty Stati	us Date

This response reflects whether the individual or his/her unit has received early notification to report for active duty		
NA	NA	NA
Order Notification Start Date	Order Notification End Date Status	Service Component
	The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date	

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.

Sevento

Michael V. Sorrento, Director Department of Defense - Manpower Data Center 400 Gigling Rd. Seaside, CA 93955

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017

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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. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. 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).

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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.

NYSCEF DOC. NO. 33

Department of Defense Manpower Data Center

INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017

Results as of : Oct-05-2017 03:12:30 PM

SCRA 4.0



Status Report Pursuant to Servicemembers Civil Relief Act

SSN:	
Birth Date:	
Last Name:	ESPINOLA
First Name:	VICTOR
Middle Name:	
Status As Of:	Oct-05-2017
Certificate ID:	

	This response reflects the individuals' active du	ity status based on the Active Duty Status Date	
NA	NA	No	NA
Active Duty Start Date	Active Duty End Date	Status	Service Component
	On Active Duty On Ac	ctive Duty Status Date	

	Left Active Du	ty Within 367 Days of Active Duty St	atus Date	
Active Duty Stari Date	Active Duty End Date	a	Status	Service Component
NA	NA		No	NA
This	s response reflects where the individual i	eft active duty status within 367 days	preceding the Active Duty Statu	is Date

	The Member or His/Her Unit Was Notified of a Futur	e Call-Up to Active Dut	on Active Duty Status Date	
Order Notification Start Date	Order Notification End Date	:	Status	Service Component
NA	NA	and the second	No	NA
Th	s response reflects whether the individual or his/her un	hit has received early n	otification to report for active	duty
	6.4.6.6.18.200 C		an a constant a constant A constant a	

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.

mento

Michael V. Sorrento, Director Department of Defense - Manpower Data Center 400 Gigling Rd. Seaside, CA 93955

#### NYSCEF DOC. NO. 33

INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017

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. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. 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.

NYSCEF DOC. NO. 33 Department of Defense Manpower Data Center INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017 Results as of : Oct-05-2017 03 07:32 PM

SCRA 4.0



Status Repo	ort		
Pursuant to	Servicemembers	Civil	<b>Relief Act</b>

SSN:	
Birth Date:	
Last Name:	ESPINOLA
First Name:	VICTOR
Middle Name:	
Status As Of:	Oct-05-2017
Certificate ID:	

	On Active Duty On Ac	tive 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			

67 Days of Active Duty Status Date	le .	
A STATE OF A		
Status	s	Service Component
No		NA
	No	

	The Member or His/Her Unit Was Notified of a Futur	The Call-Lin to Active Durty on Active Durty Status Date	
Order Notification Stari 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.

mento

Michael V. Sorrento, Director Department of Defense - Manpower Data Center 400 Gigling Rd. Seaside, CA 93955

#### NYSCEF DOC. NO. 33

INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017

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. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. 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.

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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.

NYSCEF DOC. NO. 33

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	Fein, Such & (	CRANE, LLP - SOUTHE	RN PARTNER - 1400 OLI	COUNTRY ROAD, SU	ite C103, West	BURY, NY 11590	
SIIDDE			AFFIDAVIT OF	SERVICE	Cl	lent's File No.: QCH 1924	
COUNT	Y OF DUTCHE	THE STATE OF N	EWYORK		Index Number		
					Date Filed:	June 23, 2016	
			JPMorgan Chase E	Bank, National As	sociation		
				VS		Plaintill(s)/Pelilioner(	5)
			Victor Espinola a/k	a Victor M. Espin	ola, et al.		
STATE		00.01.	<u> </u>			Delendant(s)/Respondent(	s)
The unde	versioned being dui	ss.: Wayne	Pallice				
resides in	the State of Flor		says: that deponent is r	not a party to this ac	lion, is over 18 y	ears of age and	
That on th	ne following date:	7/1/2016	, at the following t	ime: 6:35	Am		
al		8633 Club Estat	s Way, Lake Worth, Fi	33467	•	deponent served the wi	thin
Notice	e of Commencem	ent Form, Summons	and Complaint with Not	Ice of Pendency of A	ction, Section 1	303 Notice printed on a 1320 Notice	
(X) Parant	so served more	towards and and the state	the last	and Complaint and		Print and the second	
Upon: Vict	or Espinola a/k/i	Noperly endorsed with A Victor M. Espinola	the Index Number and	date of filing.	(x) Sen	ed at principal dwelling place	B.
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Responsi	ble By delivering to					*	
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FILED: DUTCHESS COUNTY CLERK 10/10/2017 02:05	<b>PM</b> INDEX NO. 2016-51459
NYSCEF DOC. NO. 33	RECEIVED NYSCEF: 10/10/2017
FILED: DUTCHESS COUNTY CLERK 07/08/2016 09:01 NYSCEF DOCENTAGYCHIG CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUIT	EC103, WESTERINE NY 11590 . 07/08/2016
	Client's File No.: QCH 1924
SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS	No.: 2016-51459
JPMorgan Chase Bank, National Association	AFFIDAVIT OF
	COMPLIANCE WITH
	<b>REQUIREMENT OF</b>
	ADDITIONAL NOTICE OF
VS. Plain	tiff ACTION PURSUANT TO
Victor Espinola a/k/a Victor M. Espinola, et al.	CPLR §3215 (G) (3) OR (G)
	(4)
Defenda	ants
STATE OF NEW YORK)	
COUNTY OF MONROE ) SS.	
Paula Zahariadis , being duly sworn, deposes and say	S:
That deponent is not a party to this action, is over 18 years of age a	nd resides in the State
of New York.	
That on July 07, 2016, deponent sent a copy of	the summons in the
within action by First Class Mail to Victor Espinola a/k/a Victor M. Espine	ola, the defendant
herein, properly enclosed in an envelope addressed to said defendant at def	fendant's
Dwelling Place/Usual place of abode 🔲 Place of Employment	] Last known address
at 8633 Club Estates Way, Lake Worth, FL 33467	
bearing the legend "PERSONAL & CONFIDENTIAL" and not indicating	on the outside thereof,
by return address or otherwise, that the communication is from an attorney	or concerns an
alleged debt. That deponent deposited said envelope in an official deposito	ry under the exclusive
care and custody of the United States Postal Service at East Rochester, N	<u>Y 14445</u> .
Dreen H. Tacciponte	ula Zahariadis
Notary Public	
DOREEN A. FACCIPONTE Notary Public, State of New York No. 01FA4650237 Qualified in Monroe County Commission Expires June 30, 2019	
PAPER CHASE NY, LLC, 349 W. COMMERCIAL ST., SUITE 1150, EAST ROC	CHESTER, NY 14445 PZ
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	E COURT OF TH	E STATE OF N	EW YORK		Index Number:	2016-5	
COUNTY	OF DUTCHESS				Date Filed:	June 23,	, 2015
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			JPMorgan Cl	hase Bank, National	Association		
				vs			Plaintiff
			Victor Espino	la a/k/a Victor M. Es	pìnola, et al.		
							Defendant
							nampanan kana sakata sa sa kana kana kana kana kana kana ka
	F NEW YORK, C						
	-			nent is not a party to thi			
resides in t	the State of New Yo			July 5, 2016	_, at the following tim		
at		11 Raymond Aver				ponent served	
	Notice	of Commenceme	nt Form, Summo	ons and Complaint with	Notice of Pendency	of Action	
Papers s	so served were prop	erly endorsed with	h the Index Num	ber and date of filing.			
Upon: The	Board of Managers		dominium c/o Ass	ocia NY .		•	
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	OF DUTCHESS	Index Number: 2016-61459 Date Filed: June 23, 2016
	JPMorgan Chase Bank, Nati	onal Association
	· vs	Plaintiff
	Victor Espinola a/k/a Victor I	M. Espinola, et al.
		Delendant
STATE OF	NEW YORK, COUNTY OF DUTCHESS , SS.:	
	igned being duly sworn deposes and says: that deponent is not a party	to this action, is over 18 years of and
	The State of New York. That on the following date: June 30, 201	
at	8 A White Gate Drive a/k/a 8 White Gate Drive, Apt. A, Wappingers Fa	
	Notice of Commencement Form, Summons and Complain	
Papers so	served were properly endorsed with the Index Number and date of fil	ine
	a/k/a Michael Close	
] · Individual	By delivering a true copy thereof to said recipient personally; deponent knew	the person so served to be the individual described therein.
	e By delivering to and leaving with Lois Muller	, Co-Occupant
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<ul> <li>Person</li> <li>Mail</li> <li>Corporation LLC / LLP</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description of Recipien</li> <li>Witness Fees</li> </ul>	e       By delivering to and leaving with       Lois Muller         a true copy thereof, a person of suitable age and discretion. Said premises be       [X] dwelling place [] place of business/employment [] last known         A copy thereof was deposited in a postpaid, properly addressed envelope, me       by the U. S. P. S. and mailed to the above address on	Relationship         eing the defendant / respondent's         n address within the Stale. { ] usual place of abode         arked "Personal and Confidential" in a depository maintained         idi individual to be         he Corporation/Government Agency/Entity.         [] dwelling place [] place of business/employment         nt on:         ay       Age: 58 - 72         Height: 4'11 - 5'5         military service and received a negative reply. The person of my information and the grounds of my belief are the
<ul> <li>Person</li> <li>Mail</li> <li>Corporation LLC / LLP</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description of Recipien</li> <li>Witness Fees</li> <li>Military Service</li> </ul>	e       By delivering to and leaving with       Lois Muller         a true copy thereof, a person of suitable age and discretion. Said premises be       [X] dwelling place [] place of business/employment [] last known         A copy thereof was deposited in a postpaid, properly addressed envelope, me       by the U. S. P. S. and mailed to the above address on July 5, 2016         A copy thereof was deposited in a postpaid, properly addressed envelope, me       by the U. S. P. S. and mailed to the above address on July 5, 2016         A by delivering to and leaving with       sa         who specifically stated he/she was authorized to accept service on behalf of t         By affixing a true copy thereof to the door, being the defendant/respondent's         [] last known address within the State. [] usual place of abode         Deponent previously attempted to serve the above named defendant/responder         Weight:       120 - 150         Other Features:         advanced payment was made.         I asked the person spoken to whether the defendant/respondent was in active spoken with wore ordinary civilian clothes and no military uniform. The source conversations and observations defendant/respondent narrated above. Upon in the spoken with wore ordinary civilian clothes and no military uniform.	Relationship         eing the defendant / respondent's         n address within the Stale. { ] usual place of abode         arked "Personal and Confidential" in a depository maintained         idi individual to be         he Corporation/Government Agency/Entity.         [] dwelling place [] place of business/employment         nt on:         ay       Age: 58 - 72         Height: 4'11 - 5'5         military service and received a negative reply. The person of my information and the grounds of my belief are the
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FILED:	DUTCHESS COUNTY CLERK 10/10/2017 02:05	<b>PM</b> INDEX NO. 2016-5145
NYSCEF DOC	. NO. 33	RECEIVED NYSCEF: 10/10/201
FILED	DUTCHESS COUNTY CLERK 07/06/2016 08:14 P	M INDEX NO. 2016-51459
NYSCEF D	OC. NO. 13 Fein, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Suiti	RECEIVED NYSCEF: 07/06/2016
	AFFIDAVIT OF MAILING	
	AFFIDAVII OF MAILING	
	SUPREME COURT OF THE STATE OF NEW YORK	
		dex No.: 2016-51459
	JPMorgan Chase Bank, National Association	•
	Plaintiff	AFFIDAVIT OF MAILING OF RPAPL 1303 NOTICE
	VS.	TO TENANT
•	Victor Espinola a/k/a Victor M. Espinola, et al.	File No.:
		QCH 1924
	Defendants (s)	Address of Mortgaged Premises:
	STATE OF NEW YORK	8 A White Gate Drive a/k/a 8 White Gate Drive, Apt. A, Wappingers Falls,
	COUNTY OF DUTCHESS ) SS.	NY 12590
	Rachel Jurkowski , being duly sworn, deposes and	-
	years of age and not a party to this action; that on the 5	day of
		e Notice required by RPAPL
	1303, of which Notice printed on colored paper.	
	That the premises has less than five units and the identity of the tenants	are known and the mailing was
	made under the exclusive care of the United States Postal Service. A tru	÷ 1
	mailed in a postpaid, properly addressed envelope by certified mail - re	
	as by first class mail addressed to the tenant(s) residing at the property	listed above.
	A first class mailing was made to tenant where the identity is unknown	own, addressed to "occupant".
	X The certified mailing was made to defendant/tenant known as: Doe	a/k/a Michael Close
	Certified Mail No. 70160750000015909099	
		· ·
		$\gamma$
	Sworn to before me this	
	5th day of July, 2016	¥
		Rachel Jurkowski
		•
	HEATHER LEE LAWSON NOTARY PUBLIC, STATE OF NEW YORK	
	REGISTRATION NO. 4943125 QUALIFIED IN DUTCHESS COUNTY	•
	COMMISSION EXPIRES 10/17/2016	
	1 of 2	

## Notice to Tenants of Buildings in Foreclosure

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

WE, <JPMORGAN CHASE BANK, NATIONAL ASSOCIATION>, ARE THE FORECLOSING PARTY AND ARE LOCATED AT C/O <JP MORGAN CHASE> AT <ATTN: CORRESPONDENCE MAIL, MAIL CODE LA4-5555, 700 KANSAS LANE, MONROE, LA 71203>. WE CAN BE REACHED AT C/O <JPMORGAN CHASE> AT <1-888-310-1506>.

The dwelling where your apartment is located is the subject of a foreclosure proceeding. If you have a lease, are not the owner of the residence, and the lease requires payment of rent that at the time it was entered into was not substantially less than the fair market rent for the property, you may be entitled to remain in occupancy for the remainder of your lease term. If you do not have a lease, you will be entitled to remain in your home until ninety days after any person or entity who acquires title to the property provides you with a notice as required by Section 1305 of the Real Property Actions and Proceedings Law. The notice shall provide information regarding the name and address of the new owner and your rights to remain in your home. These rights are in addition to any others you may have if you are a subsidized tenant under federal, state or local law or if you are a tenant subject to rent control, rent stabilization or a federal statutory scheme.

ALL RENT-STABILIZED TENANTS AND RENT-CONTROLLED TENANTS ARE PROTECTED UNDER THE RENT REGULATIONS WITH RESPECT TO EVICTION AND LEASE RENEWALS. THESE RIGHTS ARE UNAFFECTED BY A BUILDING ENTERING FORECLOSURE STATUS. THE TENANTS IN RENT-STABILIZED AND RENT-CONTROLLED BUILDINGS CONTINUE TO BE AFFORDED THE SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDING IS THE SUBJECT OF FORECLOSURE. EVICTIONS CAN ONLY OCCUR IN NEW YORK STATE PURSUANT TO A COURT ORDER AND AFTER A FULL HEARING IN COURT.

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visit the Department's website at http://www.dfs.ny.gov.

§ 1303 Tenant Notice

NYSCEF DOC. NO. 33

2 of 2

RECEIVED NYSCEF: 10/10/2017

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000000			Date Filed.	Julie 23, 2010
		· · · · · · · · · · · · · · · · · · ·		
	JP Morgan C	hase Bank, National A	ssociation	
		vs		Plaintiff
	Victor Espino	la a/k/a Victor M. Espi	nola, et al.	
				Defendant
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	F NEW YORK, COUNTY OF DUTCHESS, SS.:			<i>,</i> ,
	signed being duly sworn deposes and says: that depor			
	the State of New York. That on the following date:		at the following time:	8:10 PM
at	8 A White Gate Drive a/k/a 8 White Gate Drive, Apt.			
	Notice of Commencement Form, Summo	ons and Complaint with N	Suce of Pendency of A	~000H
R Papers	so served were properly endorsed with the Index Num	ber and date of filing		
	e a/k/a Kimberly Townsend .	, and date of fining.		
				entre de la tata ala
] ' Individua		ally; deponent knew the perso	in so served to be the in	dividual described therein.
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<ul> <li>Individual</li> <li>Responsi Person</li> <li>Mail</li> <li>Corporati LLC / LLF</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description of Recipie</li> <li>Witness</li> </ul>	By delivering a true copy thereof to said recipient personal ble By delivering to and leaving with a true copy thereof, a person of suitable age and discreting [X] dwelling place [] place of business/employment A copy thereof was deposited in a postpaid, properly address on by the U.S. P. S. and mailed to the above address on on By delivering to and leaving with who specifically stated he/she was authorized to accept s By affixing a true copy thereof to the door, being the defer [] last known address within the State. [] usual place Deponent previously attempted to serve the above named of the Weight: 120 - 150 Other Features:	Lois Muller on. Said premises being the o t [] last known address ressed envelope, marked "Pe July 5, 2016 said individ service on behalf of the Corpo indant/respondent's [] dw e of abode defendant/respondent on:	defendant / respondent's within the State. [ ] ersonal and Confidential ual to be pration/Government Age elling place [ ] plac	Co-Occupant Relationship usual place of abode " in a depository maintained ncy/Entity. te of business/employment
<ul> <li>Individual</li> <li>Responsi Person</li> <li>Mail</li> <li>Corporati LLC / LLF</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description</li> </ul>	By delivering a true copy thereof to said recipient personal ble         By delivering to and leaving with         a true copy thereof, a person of suitable age and discretili [X] dwelling place [] place of business/employmen         A copy thereof was deposited in a postpaid, properly addiding the U.S. P. S. and mailed to the above address on         on       By delivering to and leaving with         who specifically stated he/she was authorized to accept s         By affixing a true copy thereof to the door, being the defer         []] last known address within the State. []] usual place         Deponent previously attempted to serve the above named of         on       Sex: Female       Color of skin: White       Color	Lois Muller on. Said premises being the of t [ ] last known address ressed envelope, marked "Pe July 5, 2016 said individ service on behalf of the Corpo ndant/respondent's [ ] dw e of abode defendant/respondent on:	defendant / respondent's within the State. [ ] unaito be bration/Government Age elling place [ ] place ge: 58 - 72	Co-Occupant Relationship usual place of abode " in a depository maintained ncy/Entity. Se of business/employment Height: <u>4'11 - 5'5</u>
<ul> <li>Individual</li> <li>Responsi Person</li> <li>Mail</li> <li>Corporati LLC / LLF</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description of Recipie</li> <li>Witness</li> </ul>	By delivering a true copy thereof to said recipient personal ble By delivering to and leaving with a true copy thereof, a person of suitable age and discreting [X] dwelling place [] place of business/employment A copy thereof was deposited in a postpaid, properly address on by the U.S. P. S. and mailed to the above address on on By delivering to and leaving with who specifically stated he/she was authorized to accept s By affixing a true copy thereof to the door, being the defer [] last known address within the State. [] usual place Deponent previously attempted to serve the above named of the Weight: 120 - 150 Other Features:	Lois Muller on. Said premises being the of t [ ] last known address ressed envelope, marked "Pe July 5, 2016 said individ service on behalf of the Corpo ndant/respondent's [ ] dw e of abode defendant/respondent on: or of hair: Brown/Gray A ondent was in active military uniform. The source of my in	defendant / respondent's within the State. [ ] insonal and Confidential lual to be pration/Government Age elling place [ ] place ge: <u>58 - 72</u> service and received a 4 formation and the groun	Co-Occupant Relationship usual place of abode " in a depository maintained ncy/Entity. te of business/employment Height: 4'11 - 5'5 negative reply. The person ids of my belief are the
<ul> <li>Individual</li> <li>Responsi Person</li> <li>Mail</li> <li>Corporati LLC / LLF</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Descriptin of Recipie</li> <li>Witness Fees</li> <li>Military Service</li> </ul>	By delivering a true copy thereof to said recipient personal ble By delivering to and leaving with a true copy thereof, a person of suitable age and discreting [X] dwelling place [] place of business/employment A copy thereof was deposited in a postpaid, properly add by the U.S. P. S. and mailed to the above address on on By delivering to and leaving with who specifically stated he/she was authorized to accept s By affixing a true copy thereof to the door, being the defer [] last known address within the State. []] usual place Deponent previously attempted to serve the above named of Weight: 120 - 150 Other Features: advanced payment was made. I asked the person spoken to whether the defendant/resp spoken with wore ordinary civilian clothes and no military conversations and observations defendant/respondent na	Lois Muller on. Said premises being the of t [ ] last known address ressed envelope, marked "Pe July 5, 2016 said individ service on behalf of the Corpo ndant/respondent's [ ] dw e of abode defendant/respondent on: or of hair: Brown/Gray A ondent was in active military uniform. The source of my in	defendant / respondent's within the State. [ ] insonal and Confidential lual to be pration/Government Age elling place [ ] place ge: <u>58 - 72</u> service and received a 4 formation and the groun	Co-Occupant Relationship usual place of abode " in a depository maintained ncy/Entity. te of business/employment Height: 4'11 - 5'5 negative reply. The person ids of my belief are the
<ul> <li>Individual</li> <li>Responsi Person</li> <li>Mail</li> <li>Corporati LLC / LLF</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description of Recipion</li> <li>Witness Fees</li> <li>Millitary</li> </ul>	By delivering a true copy thereof to said recipient personal ble By delivering to and leaving with a true copy thereof, a person of suitable age and discreting [X] dwelling place [] place of business/employment A copy thereof was deposited in a postpaid, properly add by the U.S. P. S. and mailed to the above address on on By delivering to and leaving with who specifically stated he/she was authorized to accept s By affixing a true copy thereof to the door, being the defer [] last known address within the State. []] usual place Deponent previously attempted to serve the above named of Weight: 120 - 150 Other Features: advanced payment was made. I asked the person spoken to whether the defendant/resp spoken with wore ordinary civilian clothes and no military conversations and observations defendant/respondent na	Lois Muller on. Said premises being the of t [ ] last known address ressed envelope, marked "Pe July 5, 2016 said individ service on behalf of the Corpo ndant/respondent's [ ] dw e of abode defendant/respondent on: or of hair: Brown/Gray A ondent was in active military uniform. The source of my in	defendant / respondent's within the State. [ ] insonal and Confidential lual to be pration/Government Age elling place [ ] place ge: <u>58 - 72</u> service and received a 4 formation and the groun	Co-Occupant Relationship usual place of abode " in a depository maintained ncy/Entity. te of business/employment Height: 4'11 - 5'5 negative reply. The person ids of my belief are the
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<ul> <li>Individual</li> <li>Responsi Person</li> <li>Mail</li> <li>Corporati LLC / LLF</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description of Recipion</li> <li>Witness Fees</li> <li>Military Service</li> <li>Other</li> </ul>	By delivering a true copy thereof to said recipient personal ble By delivering to and leaving with a true copy thereof, a person of suitable age and discretili [X] dwelling place [] place of business/employment A copy thereof was deposited in a postpaid, properly add by the U.S. P. S. and mailed to the above address on on By delivering to and leaving with who specifically stated he/she was authorized to accept s By affixing a true copy thereof to the door, being the defer [] last known address within the State. [] usual place Deponent previously attempted to serve the above named of Weight: 120 - 150 Other Features: advanced payment was made. I asked the person spoken to whether the defendant/resp spoken with wore ordinary civilian clothes and no military conversations and observations defendant/respondent na military service.	Lois Muller on. Said premises being the of t [ ] last known address ressed envelope, marked "Pe July 5, 2016 said individ service on behalf of the Corpo ndant/respondent's [ ] dw e of abode defendant/respondent on: or of hair: Brown/Gray A ondent was in active military uniform. The source of my in	defendant / respondent's within the State. [ ] insonal and Confidential lual to be pration/Government Age elling place [ ] place ge: <u>58 - 72</u> service and received a 4 formation and the groun	Co-Occupant Relationship usual place of abode "in a depository maintained ncy/Entity. the of business/employment Height: 4'11 - 5'5 hegative reply. The person ids of my belief are the t the recipient is not in
<ul> <li>Individual</li> <li>Responsi Person</li> <li>Mail</li> <li>Corporati LLC / LLF</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description of Recipion</li> <li>Witness Fees</li> <li>Military Service</li> <li>Other</li> </ul>	By delivering a true copy thereof to said recipient persona- ble By delivering to and leaving with a true copy thereof, a person of suitable age and discretili [X] dwolling place [] place of business/employmen A copy thereof was deposited in a postpaid, properly addid by the U. S. P. S and mailed to the above address on on By delivering to and leaving with who specifically stated he/she was authonized to accept s By affixing a true copy thereof to the door, being the defer [] last known address within the State. [] usual place Deponent previously attempted to serve the above named of white Weight: 120 - 150 Other Features: advanced payment was made. I asked the person spoken to whether the defendant/resp spoken with wore ordinary civilian clothes and no military conversations and observations defendant/respondent na military service. If to before me on July 5, 2016 MALLIC	Lois Muller on. Said premises being the of t [ ] last known address ressed envelope, marked "Pe July 5, 2016 said individ service on behalf of the Corpo ndant/respondent's [ ] dw e of abode defendant/respondent on: or of hair: Brown/Gray A ondent was in active military uniform. The source of my in	defendant / respondent's swithin the State. [ ] insonal and Confidential ual to be pration/Government Age elling place [ ] place ge: 58 - 72 service and received a to formation and the groun on and belief, I aver that Ricky Espinal	Co-Occupant Relationship usual place of abode "in a depository maintained ncy/Entity. the of business/employment Height: 4'11 - 5'5 hegative reply. The person ids of my belief are the t the recipient is not in

FILED: I	DUTCHESS COUNTY CLERK 10/10/	2017 02:05	<b>PM</b> INDEX NO. 2016-51459
NYSCEF DOC	. NO. 33		RECEIVED NYSCEF: 10/10/2017
<b>FILED</b> :	DUTCHESS COUNTY CLERK 07/06/	2016 08:14 P	M INDEX NO. 2016-51459
NYSCEF D	OC. NO. 14 Fein, Such & Crane, LLP - Southern Partner - 1400	OLD COUNTRY ROAD, SUIT	RECEIVED NYSCEF: 07/06/2016 E C103, Westbury, NY 11590
	AFFIDAVI	T OF MAILING	
	SUPREME COURT OF THE STATE OF NEW	VORK	
	COUNTY OF DUTCHESS		dex No.: 2016-51459
	JPMorgan Chase Bank, National Association	AAA	uca Int 2010-31+33
		Plaintiff	AFFIDAVIT OF MAILING
	VS.	Planuli	OF RPAPL 1303 NOTICE TO TENANT
1.1	Victor Espinola a/k/a Victor M. Espinola, et al.		File No.:
			QCH 1924
		Defendants (s)	Address of Mortgaged Premises: 8 A White Gate Drive a/k/a 8 White
	STATE OF NEW YORK		Gate Drive, Apt. A, Wappingers Falls,
	COUNTY OF DUTCHESS ) SS.		NY 12590
. '	Rachel Jurkowski , being dul	y sworn, deposes and	says that he/she is over 18
	years of age and not a party to this action; that on		day of .
		r deponent mailed the	e Notice required by RPAPL
	1303, of which Notice printed on colored paper.		• • • • • • • • • • • • • • • • • • •
	That the premises has less than five units and the	identity of the tenants	s are known and the mailing was
	made under the exclusive care of the United State	•	÷
	mailed in a postpaid, properly addressed envelope	•	
	as by first class mail addressed to the tenant(s) res	siding at the property	listed above.
	A first class mailing was made to tenant wher	e the identity is unkno	own, addressed to "occupant".
	X The certified mailing was made to defendant/	enant known as: <u>Do</u>	e a/k/a Kimberly Townsend
	Certified Mail No. 70160750000015909105		

Sworn to be	fore me thi	S
5th	_day of	July, 2016

HEATHER LEE LAWSON NOTARY PUBLIC, STATE OF NEW YORK REGISTRATION NO. 4943125 QUALIFIED IN DUTCHESS COUNTY COMMISSION EXPIRES 10/17/2016

Rachel Jurkowski

1 of 2

## Notice to Tenants of Buildings in Foreclosure

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

WE, <JPMORGAN CHASE BANK, NATIONAL ASSOCIATION>, ARE THE FORECLOSING PARTY AND ARE LOCATED AT C/O <JP MORGAN CHASE> AT <ATTN: CORRESPONDENCE MAIL, MAIL CODE LA4-5555, 700 KANSAS LANE, MONROE, LA 71203>. WE CAN BE REACHED AT C/O <JPMORGAN CHASE> AT <1-888-310-1506>.

The dwelling where your apartment is located is the subject of a foreclosure proceeding. If you have a lease, are not the owner of the residence, and the lease requires payment of rent that at the time it was entered into was not substantially less than the fair market rent for the property, you may be entitled to remain in occupancy for the remainder of your lease term. If you do not have a lease, you will be entitled to remain in your home until ninety days after any person or entity who acquires title to the property provides you with a notice as required by Section 1305 of the Real Property Actions and Proceedings Law. The notice shall provide information regarding the name and address of the new owner and your rights to remain in your home. These rights are in addition to any others you may have if you are a subsidized tenant under federal, state or local law or if you are a tenant subject to rent control, rent stabilization or a federal statutory scheme.

ALL RENT-STABILIZED TENANTS AND RENT-CONTROLLED TENANTS ARE PROTECTED UNDER THE RENT REGULATIONS WITH RESPECT TO EVICTION AND LEASE RENEWALS. THESE RIGHTS ARE UNAFFECTED BY A BUILDING ENTERING FORECLOSURE STATUS. THE TENANTS IN RENT-STABILIZED AND RENT-CONTROLLED BUILDINGS CONTINUE TO BE AFFORDED THE SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDING IS THE SUBJECT OF FORECLOSURE. EVICTIONS CAN ONLY OCCUR IN NEW YORK STATE PURSUANT TO A COURT ORDER AND AFTER A FULL HEARING IN COURT.

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visit the Department's website at http://www.dfs.ny.gov.

§ 1303 Tenant Notice

NYSCEF DOC. NO. 33

2 of 2

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RECEIVED NYSCEF: 10/10/2017

POLL 0750 0000 1590 9105 URRTIFIED MAIL® RECEIPT Summit and the second second

ED: DUI	CHESS COUNTY CLERK 10/10/2017 02	:05 PM INDEX NO. 2
EF DOC. NO	0. 33	RECEIVED NYSCEF: 1
ILED: D	UTCHESS COUNTY CLERK 07/06/2016 08:	<b>14 PM</b> INDEX NO. 2016
YSCEF DOC	NO . 9 EIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD	D, SUITE C103, WESTBURY, NY 11590 07/0
	AFFIDAVIT OF SERVIC	E Client's File No.: QCH 1924
	COURT OF THE STATE OF NEW YORK	Index Number: 2016-51459
COUNTER	DF DUTCHESS	Date Filed: June 23, 2016
	JPMorgan Chase Bank, National	Association
	Ji Worgan Chuse Bank, Walional	Piaintiff
	VS .	
	Victor Espinola a/k/a Victor M. E	spinola, el al.
		Delendant
STATE OF	NEW YORK, COUNTY OF DUTCHESS , SS .:	
	gned being duly sworn deposes and says: that deponent is not a party to the	nis action, is over 18 years of age and
	e State of New York. That on the following date: June 30, 2016	, at the following time: 8:10 PM ,
at	8 A White Gate Drive a/k/a 8 White Gate Drive, Apt. A, Wappingers Falls, I	
	Notice of Commencement Form, Summons and Complaint wit	h Notice of Pendency of Aclion
	served were properly endorsed with the Index Number and date of filing.	
	/k/a Jennifer Moore	
' Individual	By delivering a true copy thereof to said recipient personally; deponent knew the p	
Responsible Person	By delivering to and leaving with Lois Muller	, Co-Occupant Relationship
	a true copy thereof, a person of suitable age and discretion. Said premises being	the defendant / respondent's
57 ( Mar.)		dress within the State. [ ] usual place of abode
🗙 ' Mail	A copy thereof was deposited in a postpaid, properly addressed envelope, marked by the U. S. P. S. and mailed to the above address on July 5, 2016	Personal and Confidential" in a depository maintained
Corporation	By delivering to and leaving with said in who specifically stated he/she was authorized to accept service on behalf of the C	dividual to be orporation/Government Agency/Entity.
Affixing To Door	By affixing a true copy thereof to the door, being the defendant/respondent's [ ] last known address within the State. [ ] usual place of abode	
	Deponent previously attempted to serve the above named defendant/respondent on	c
Attempts		
Description of Recipient	Sex:         Female         Color of skin:         White         Color of hair:         Brown/Gray           Weight:         120 - 150         Other Features:         Differ Features:         Differ Features:	Age: 58 - 72 Height 4'11 - 5'5
. Witness	advanced payment was made.	
Fees .	I asked the person spoken to whether the defendant/respondent was in active milit	ary service and received a negative reply. The person
Military Service	spoken with wore ordinary civilian clothes and no military uniform. The source of m conversations and observations defendant/respondent narrated above. Upon inform military service.	iy information and the grounds of my belief are the
] 'Other		
L Other		
Sworn	to before me on July 5, 2016	
		0
	tit	68
	NOTARY PUBLIC HEATHER LEE LAWSON	Ricky Espinal
	NOTARY PUBLIC, STATE OF NEW YORK	
	QUALIFIED IN DUTCHESS COUNTY COMMISSION EXPIRES 10/17/2016	ERVER LICENSE #
		Work Order #

FILED:	DUTCHESS COUNTY CLERK 10/10/2017 02:05	<b>PM</b> INDEX NO. 2016-51459
NYSCEF DOC	. NO. 33	RECEIVED NYSCEF: 10/10/2017
FILED	: DUTCHESS COUNTY CLERK 07/06/2016 08:14 P	M INDEX NO. 2016-51459
NYSCEF	DOC. NO. 15 Fein, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Suit	RECEIVED NYSCEF: 07/06/2016
	AFFIDAVIT OF MAILING	E C103, WESIBURI, 141 11370
•	AFFIDAVII OF MAILING	
	SUPREME COURT OF THE STATE OF NEW YORK	•
		dex No.: 2016-51459
	JPMorgan Chase Bank, National Association	
		AFFIDAVIT OF MAILING
	VS. Plaintiff	OF RPAPL 1303 NOTICE
	VS. Victor Espinola a/k/a Victor M. Espinola, et al.	TO TENANT
`	victor Espinola a/Ma victor W. Espinola, et al.	File No.:
		<u>QCH 1924</u>
	Defendants (s)	Address of Mortgaged Premises: 8 A White Gate Drive a/k/a 8 White
	STATE OF NEW YORK	Gate Drive, Apt. A, Wappingers Falls, NY 12590
	COUNTY OF DUTCHESS ) SS.	
	Rachel Jurkowski , being duly sworn, deposes and	says that he/she is over 18
	years of age and not a party to this action; that on the 5	day of
	· · · · · · · · · · · · · · · · · · ·	e Notice required by RPAPL
	1303, of which Notice printed on colored paper.	
	made under the exclusive care of the United States Postal Service. A tr mailed in a postpaid, properly addressed envelope by certified mail - re as by first class mail addressed to the tenant(s) residing at the property	eturn receipt requested, as well listed above.
	A first class mailing was made to tenant where the identity is unknown	own, addressed to "occupant".
	X The certified mailing was made to defendant/tenant known as: <u>Do</u>	e a/k/a Jennifer Moore
	Certified Mail No. 70160750000015909112	
		·
	Sworn to before me this	Ra
	5th day of July, 2016	Kl
	ON the	Raghel Jurkowski
	HEATHER LEE LAWSON	
	NOTARY PUBLIC, STATE OF NEW YORK REGISTRATION NO. 4943125 QUALIFIED IN DUTCHESS COUNTY COMMISSION EXPIRES 10/17/2016	

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WE, <JPMORGAN CHASE BANK, NATIONAL ASSOCIATION>, ARE THE FORECLOSING PARTY AND ARE LOCATED AT C/O <JP MORGAN CHASE> AT <ATTN: CORRESPONDENCE MAIL, MAIL CODE LA4-5555, 700 KANSAS LANE, MONROE, LA 71203>. WE CAN BE REACHED AT C/O <JPMORGAN CHASE> AT <1-888-310-1506>.

The dwelling where your apartment is located is the subject of a foreclosure proceeding. If you have a lease, are not the owner of the residence, and the lease requires payment of rent that at the time it was entered into was not substantially less than the fair market rent for the property, you may be entitled to remain in occupancy for the remainder of your lease term. If you do not have a lease, you will be entitled to remain in your home until ninety days after any person or entity who acquires title to the property provides you with a notice as required by Section 1305 of the Real Property Actions and Proceedings Law. The notice shall provide information regarding the name and address of the new owner and your rights to remain in your home. These rights are in addition to any others you may have if you are a subsidized tenant under federal, state or local law or if you are a tenant subject to rent control, rent stabilization or a federal statutory scheme.

ALL RENT-STABILIZED TENANTS AND RENT-CONTROLLED TENANTS ARE PROTECTED UNDER THE RENT REGULATIONS WITH RESPECT TO EVICTION AND LEASE RENEWALS. THESE RIGHTS ARE UNAFFECTED BY A BUILDING ENTERING FORECLOSURE STATUS. THE TENANTS IN RENT-STABILIZED AND RENT-CONTROLLED BUILDINGS CONTINUE TO BE AFFORDED THE SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDING IS THE SUBJECT OF FORECLOSURE. EVICTIONS CAN ONLY OCCUR IN NEW YORK STATE PURSUANT TO A COURT ORDER AND AFTER A FULL HEARING IN COURT.

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visit the Department's website at http://www.dfs.ny.gov.

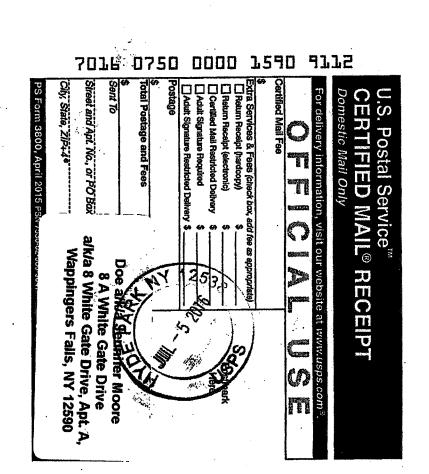
§ 1303 Tenant Notice

NYSCEF DOC. NO. 33

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RECEIVED NYSCEF: 10/10/2017



ED: DUI	CHESS COUNTY CLERK 10/10/2017 02:	<u>05 PM</u>	INDEX NO. 201
EF DOC. NO	). 33	RE	CEIVED NYSCEF: 10,
LED: DU	TCHESS COUNTY CLERK 07/06/2016 08:14	PM	INDEX NO. 2016-51
		RECET	VED NYSCEF: 07/06/2 <i>y. NY 11590</i>
T L			's File No.: QCH 1924
SUPREME	COURT OF THE STATE OF NEW YORK	Index Number:	2016-51459
	F DUTCHESS	Date Filed:	June 23, 2016
	JPMorgan Chase Bank, National A	ssociation	
			Plaintiff
	vs Victor Espinola a/k/a Victor M. Espi	inola et al	
	Victor Espinola avoa victor M. Esp.	11010, 21 01.	
			Defendant
STATE OF	NEW YORK, COUNTY OF DUTCHESS, SS .:		
	ned being duly sworn deposes and says: that deponent is not a party to this	action, is over 18 yea	ars of age and
		, at the following time	: 8:10 PM
	A White Gate Drive a/k/a 8 White Gate Drive, Apt. A, Wappingers Falls, NY	12590 dep	onent served the within
	Notice of Commencement Form, Summons and Complaint with N	lotice of Pendency of	fAction
	served were properly endorsed with the Index Number and date of filing.		
•	k/a Lois Muller		المتعاملة فرجاته وجرور ومراجع
Individual	By delivering a true copy thereof to said recipient personally; deponent knew the personal true in the personal tr	on so served to be the	Individual described therein.
Responsible Person	By delivering to and leaving with	,	Relationship
Person		delandant i menenden	Relationship
Person	a true copy thereof, a person of suitable age and discretion. Said premises being the	defendant / responden ss within the State. [	it's
] ' Mail	a true copy thereof, a person of suitable age and discretion. Said premises being the [] dwelling place [] place of business/employment [] last known addres A copy thereof was deposited in a postpaid, properly addressed envelope, marked "F	ss within the State. [	I's ] usual place of abode
] · Mail	a true copy thereof, a person of suitable age and discretion. Said premises being the [] dwelling place [] place of business/employment [] last known addres: A copy thereof was deposited in a postpaid, properly addressed envelope, marked "F by the U.S.P.S. and mailed to the above address on	ss within the State. [ Personal and Confidenti	I's ] usual place of abode
] · Mail	a true copy thereof, a person of suitable age and discretion. Said premises being the [] dwelling place [] place of business/employment [] last known addres: A copy thereof was deposited in a postpaid, properly addressed envelope, marked "F by the U. S. P. S. and mailed to the above address on	ss within the State. [ Personal and Confidenti  idual to be	I's ] usual place of abode al" in a depository maintained
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<ul> <li>Mail</li> <li>Corporation LLC / LLP</li> <li>Affixing To Door</li> <li>Previous Attempts</li> <li>Description of Recipient</li> <li>Witness Fees</li> </ul>	a true copy thereof, a person of suitable age and discretion. Said premises being the       [] dwelling place [] place of business/employment [] last known addres:          A copy thereof was deposited in a postpaid, properly addressed envelope, marked "F       by the U. S. P. S. and mailed to the above address on          By delivering to and leaving with	ss within the State. [ Personal and Confidenti idual to be boration/Government Ag welling place [ ] pl Age: <u>58 - 72</u>	It's I usual place of abode al" in a depository maintained gency/Entity. lace of business/employment Height: 4'11 - 5'5 a negative reply. The person
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NYSCEF DOC	. NO. 33	RECEIVED NYSCEF: 10/10/201
FILED	DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM	INDEX NO. 2016-51459
NYSCEF I	OOC. NO. 12 Fein, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Suite C	RECEIVED NYSCEF: 07/06/2016
	AFFIDAVIT OF MAILING	105, WESTBORT, INT 11570
	SUPREME COURT OF THE STATE OF NEW YORK	
	COUNTY OF DUTCHESS         Index           JPMorgan Chase Bank, National Association         Index	x No.: 2016-51459
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		AFFIDAVIT OF MAILING
	VS. Plaintiff	OF RPAPL 1303 NOTICE
•	Victor Espinola a/k/a Victor M. Espinola, et al.	TO TENANT
		File No.: QCH 1924
	Defendants (s)	Address of Mortgaged Premises:
	STATE OF NEW YORK	8 A White Gate Drive a/k/a 8 White Gate Drive, Apt. A, Wappingers Falls,
	COUNTY OF DUTCHESS ) SS.	NY 12590
	Rachel Jurkowski , being duly sworn, deposes and sa	us that he/she is over 18
	years of age and not a party to this action; that on the $5$	day of
	July, 2016 our deponent mailed the N	
	1303, of which Notice printed on colored paper.	
	The falls are seen in a loss of the last o	
	That the premises has less than five units and the identity of the tenants ar made under the exclusive care of the United States Postal Service. A true	
	mailed in a postpaid, properly addressed envelope by certified mail - retur	
	as by first class mail addressed to the tenant(s) residing at the property list	ed above.
	A first class mailing was made to tenant where the identity is unknown	n, addressed to "occupant".
	X The certified mailing was made to defendant/tenant known as:	x/a Lois Muller
· .		
	Certified Mail No. 70160750000015909129	
	Certified Mail No. ///////////////////////////////////	•
	Sworn to before me this	
	5th day of July, 2016	Rachel Jurkowski
	Ach	INDIGI JUINUWORI
	HEATHER LEE LAWSON	
	NOTARY PUBLIC, STATE OF NEW YORK REGISTRATION NO. 4943125	•
	QUALIFIED IN/DUTCHESS COUNTY COMMISSION EXPIRES 10/17/2016	

1 of 2

### Notice to Tenants of Buildings in Foreclosure

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

WE, <JPMORGAN CHASE BANK, NATIONAL ASSOCIATION>, ARE THE FORECLOSING PARTY AND ARE LOCATED AT C/O <JP MORGAN CHASE> AT <ATTN: CORRESPONDENCE MAIL, MAIL CODE LA4-5555, 700 KANSAS LANE, MONROE, LA 71203>. WE CAN BE REACHED AT C/O <JPMORGAN CHASE> AT <1-888-310-1506>.

The dwelling where your apartment is located is the subject of a foreclosure proceeding. If you have a lease, are not the owner of the residence, and the lease requires payment of rent that at the time it was entered into was not substantially less than the fair market rent for the property, you may be entitled to remain in occupancy for the remainder of your lease term. If you do not have a lease, you will be entitled to remain in your home until ninety days after any person or entity who acquires title to the property provides you with a notice as required by Section 1305 of the Real Property Actions and Proceedings Law. The notice shall provide information regarding the name and address of the new owner and your rights to remain in your home. These rights are in addition to any others you may have if you are a subsidized tenant under federal, state or local law or if you are a tenant subject to rent control, rent stabilization or a federal statutory scheme.

ALL RENT-STABILIZED TENANTS AND RENT-CONTROLLED TENANTS ARE PROTECTED UNDER THE RENT REGULATIONS WITH RESPECT TO EVICTION AND LEASE RENEWALS. THESE RIGHTS ARE UNAFFECTED BY A BUILDING ENTERING FORECLOSURE STATUS. THE TENANTS IN RENT-STABILIZED AND RENT-CONTROLLED BUILDINGS CONTINUE TO BE AFFORDED THE SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDING IS THE SUBJECT OF FORECLOSURE. EVICTIONS CAN ONLY OCCUR IN NEW YORK STATE PURSUANT TO A COURT ORDER AND AFTER A FULL HEARING IN COURT.

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visit the Department's website at http://www.dfs.ny.gov.

§ 1303 Tenant Notice

NYSCEF DOC. NO. 33

2 of 2

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'ILED: I	UTCHESS COUNTY CLERK 07/06/20	16 08:14 PM	INDE	X NO. 2016-5145
YSCEF DOC.	NO. 10 Fein, Such & Crane, LLP - Southern Partner - 1400 Old (	COUNTRY ROAD, SUITE C103,	WESTBURY, NY	SCEF: 07/06/201
	AFFIDAVIT OF	SERVICE	Client's File N	lo.: QCH 1924
	E COURT OF THE STATE OF NEW YORK	Index N	umber: 20	16-51459
COUNTY	OF DUTCHESS	Date	Filed: Jun	e 23, 2016
	JPMorgan Chase Ba	nk, National Association		
		vs		Plaintiff
	Victor Espinola a/k/a	Victor M. Espinola, et al	•	
				Defendant
STATE O	F NEW YORK, COUNTY OF DUTCHESS, SS.	e destata se deven anantati data a dal esperante e year de la desta de la la contra de la contra de la contra d		ala dia mampiona dia kaominina dia kaominina dia mampione dia mampione dia mampione dia mampione dia mampione d
	igned being duly sworn deposes and says: that deponent is no	ot a party to this action, is ov	er 18 years of age	e and
		e 30, 2016 , at the follow		:10 PM ,
at	8 A White Gate Drive a/k/a 8 White Gate Drive, Apt. A, Wapp	ingers Falls, NY 12590	deponent se	rved the within
	Notice of Commencement Form, Summons and	Complaint with Notice of Per	ndency of Action	
	o served were properly endorsed with the Index Number and o	late of filing.		
	a/k/a George Muller			
Individual	By delivering a true copy thereof to said recipient personally; depon			
Person		Muller	Rela	tionship
	a true copy thereof, a person of suitable age and discretion. Said p [X] dwelling place [] place of business/employment []	last known address within the S		ace of abode
🗙 ' Mail	A copy thereof was deposited in a postpaid, properly addressed en		• • •	
	n By delivering to and leaving with	said individual to be behalf of the Corporation/Gove	inment Agency/Enti	ty.
	who specifically stated he/she was authorized to accept service on		( )	iness/employment
C . Affixing To Door	who specifically stated he/she was authorized to accept service on By affixing a true copy thereof to the door, being the defendant/resp [ ] last known address within the State. [ ] usual place of abode	• • •	[ ] place of ous	and be of the provident
To Door	By affixing a true copy thereof to the door, being the defendant/resp	9	[ ] place of bus	
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ILED:	DUTCHESS COUNTY CLERK 10/10/2017 02:05	<b>PM</b> INDEX NO. 2016-51
YSCEF DOC	. NO. 33	RECEIVED NYSCEF: 10/10/2
FILED	DUTCHESS COUNTY CLERK 07/06/2016 08:14	<b>PM</b> INDEX NO. 2016-51459
NYSCEF I	DOC. NO. 16 Fein, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Su	RECEIVED NYSCEF: 07/06/2016
	AFFIDAVIT OF MAILING	
	SUPREME COURT OF THE STATE OF NEW YORK	
	COUNTY OF DUTCHESS JPMorgan Chase Bank, National Association	Index No.: 2016-51459
	Si Morgan Chuso Dank, Matonai Association	
		AFFIDAVIT OF MAILING
	VS. Plaintiff	OF RPAPL 1303 NOTICE
	Victor Espinola a/k/a Victor M. Espinola, et al.	TO TENANT
	· · ·	File No.: QCH 1924
	Defendants (s)	Address of Mortgaged Premises:
	STATE OF NEW YORK	8 A White Gate Drive a/k/a 8 White Gate Drive, Apt. A, Wappingers Falls,
	COUNTY OF DUTCHESS ) SS.	NY 12590
	years of age and not a party to this action; that on the 5	•
		day of the Notice required by RPAPL
	1303, of which Notice printed on colored paper.	
	mailed in a postpaid, properly addressed envelope by certified mail - as by first class mail addressed to the tenant(s) residing at the proper	* * *
	A first class mailing was made to tenant where the identity is unk	mown, addressed to "occupant".
•	X The certified mailing was made to defendant/tenant known as:	Doe a/k/a George Muller
	Certified Mail No. 70160750000015909136	······································
		· · · ·
		2.
	Sworn to before me this	/RN
	5thday ofJuly, 2016	Rachel Jurkowski
	HEATHER LEE LAWSON	·
	NOTARY PUBLIC, STATE OF NEW YORK REGISTRATION NO. 4943125 QUALIFIED IN DUTCHESS COUNTY COMMISSION EXPIRES 10/17/2016	

## Notice to Tenants of Buildings in Foreclosure

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

WE, <JPMORGAN CHASE BANK, NATIONAL ASSOCIATION>, ARE THE FORECLOSING PARTY AND ARE LOCATED AT C/O <JP MORGAN CHASE> AT <ATTN: CORRESPONDENCE MAIL, MAIL CODE LA4-5555, 700 KANSAS LANE, MONROE, LA 71203>. WE CAN BE REACHED AT C/O <JPMORGAN CHASE> AT <1-888-310-1506>.

The dwelling where your apartment is located is the subject of a foreclosure proceeding. If you have a lease, are not the owner of the residence, and the lease requires payment of rent that at the time it was entered into was not substantially less than the fair market rent for the property, you may be entitled to remain in occupancy for the remainder of your lease term. If you do not have a lease, you will be entitled to remain in your home until ninety days after any person or entity who acquires title to the property provides you with a notice as required by Section 1305 of the Real Property Actions and Proceedings Law. The notice shall provide information regarding the name and address of the new owner and your rights to remain in your home. These rights are in addition to any others you may have if you are a subsidized tenant under federal, state or local law or if you are a tenant subject to rent control, rent stabilization or a federal statutory scheme.

ALL RENT-STABILIZED TENANTS AND RENT-CONTROLLED TENANTS ARE PROTECTED UNDER THE RENT REGULATIONS WITH RESPECT TO EVICTION AND LEASE RENEWALS. THESE RIGHTS ARE UNAFFECTED BY A BUILDING ENTERING FORECLOSURE STATUS. THE TENANTS IN RENT-STABILIZED AND RENT-CONTROLLED BUILDINGS CONTINUE TO BE AFFORDED THE SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDING IS THE SUBJECT OF FORECLOSURE. EVICTIONS CAN ONLY OCCUR IN NEW YORK STATE PURSUANT TO A COURT ORDER AND AFTER A FULL HEARING IN COURT.

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visit the Department's website at http://www.dfs.ny.gov.

§ 1303 Tenant Notice

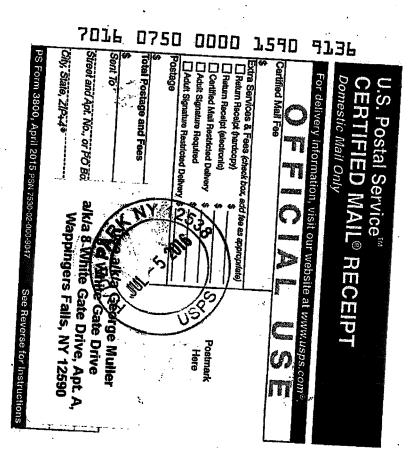
NYSCEF DOC. NO. 33

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RECEIVED NYSCEF: 10/10/2017



SCEF	: DUTCHESS COUNTY CLERK 07/06/2016 08:14 DOC. NO. 11 FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUIT	BECEIVED NYSCEF: 07/06/201
	AFFIDAVIT OF MAILING	
	SUPREME COURT OF THE STATE OF NEW YORK	
	COLINTY OF DUTCHESS	ndex No.: 2016-51459
	JPMorgan Chase Bank, National Association	Max 110 2010 51-55
•		· .
		AFFIDAVIT OF MAILING
	VS. Plaintiff	OF RPAPL 1303 NOTICE
	Victor Espinola a/k/a Victor M. Espinola, et al.	TO TENANT
		File No.:
		QCH 1924
	Defendants (s)	Address of Mortgaged Premises: 8 A White Gate Drive a/k/a 8 White
	STATE OF NEW YORK	Gate Drive, Apt. A, Wappingers Falls,
	COUNTY OF DUTCHESS ) SS.	NY 12590
	Rachel Jurkowski , being duly sworn, deposes and	source that he labe is even 19
	years of age and not a party to this action; that on the 5	•
		day of e Notice required by RPAPL
		e Nouce required by KPAPL
	1505, of which Notice printed on colored paper.	
	1303, of which Notice printed on colored paper. That the premises has less than five units and the identity of the tenants made under the exclusive care of the United States Postal Service. A tr mailed in a postpaid, properly addressed envelope by certified mail - re as by first class mail addressed to the tenant(s) residing at the property	ue copy of said Notice was eturn receipt requested, as well
	That the premises has less than five units and the identity of the tenants made under the exclusive care of the United States Postal Service. A tr mailed in a postpaid, properly addressed envelope by certified mail - re as by first class mail addressed to the tenant(s) residing at the property A first class mailing was made to tenant where the identity is unknown	ue copy of said Notice was eturn receipt requested, as well listed above.
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§ 1303 Tenant Notice

## FILED: DUTCHESS COUNTY CLERK 10/10/2017 02:05 PM INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

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NYSCEF DOC. NO. 2

INDEX NO. 2016-51459 RECEIVEDDEXSAGF:2006191/49017 RECEIVED NYSCEF: 06/23/2016

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

Plaintiff,

NOTICE OF PENDENCY OF ACTION Index No.

-vs-

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM;"JOHN DOE # 1-5" and "JANE DOE #1-5"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,

Defendants.

NOTICE IS HEREBY GIVEN, that an action was commenced upon the Complaint of the above plaintiff against the above named defendant(s) and is now pending in the Supreme Court of the State of New York, DUTCHESS County, for the foreclosure of a Mortgage executed by VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA to WASHINGTON MUTUAL BANK, FA to secure the sum of \$50,000.00, which was recorded in the DUTCHESS County Clerk's Office on January 24, 2008, in Document Number 01 2008 970. Said Mortgage was assigned by THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC) AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by Assignment dated March 7, 2016 and recorded on March 29, 2016 in the Office of the County Clerk in Document Number 01-2016-531A.

NOTICE IS FURTHER GIVEN, that the mortgaged premises described in the mortgage(s) affected by the 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 DUTCHESS, 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 DUTCHESS, is directed to index this Notice against the

names of the defendant(s).

Dated: June ____, 2016

madeline C mullane

MADELINE C. MULLANE, ESQ. FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 Telephone: 516/394-6921 QCH1924

Property Address: 8 A WHITE GATE DRIVE, WAPPINGERS FALLS, NY 12590 A/K/A 8 WHITE GATE DRIVE, APT. A, WAPPINGERS FALLS, NY 12590

SECTION: 6157 BLOCK: 16 LOT: 899449



500-A Canal View Boulevard, Rochester, NY 14623 P: (888-250-9056 / F: 888-250-9057) www.webtitle.us



#### SCHEDULE A DESCRIPTION OF MORTGAGED PREMISES

The Condominium Unit (the "Unit") known as No. 8-A, White Gate Condominium in the building (the "Building") known as and by the street name White Gate. Road, Town of Wappinger, Wappingers Falls, New York, said Unit being designated and described as Unit No. 8-A in a certain Declaration dated December 1, 1987, made by Grantor pursuant to Article 9-8 of the Real Property Law of the State of New York (the "Condominium Act") establishing a plan for condominium ownership of the Building and the land (the "Land") upon which the Building is situated (which Land is more particularly described below), which declaration was recorded in the Office of the Clerk of the County of Dutchess. Division of Land Records, on December 4, 1987 in Liber 1778 of Conveyances page 315 (which declaration and amendments thereto are hereinafter collectively referred to as the "Declaration"). The Unit is also designated as Tax Grid No. 19-6157-16-899449-00 of the Town of Wappingers and on the Floor Plans of the Building, certified by Robert Young Associates, Architect, and filed in the Office of the Clerk of the County of Dutchess, Division of Land Records on December 4, 1987 as Clerk's Minutes Nos. 6606/87.

TOGETHER with an undivided 0.4282 % Interest in the common elements of the Property as defined in the Declaration (hereinafter called the "Common Elements").

ALL that certain plot, place or parcel of land, situate, lying and being in the Town of Wappinger, County of Dutchess and State of New York, more particularly bounded and described as follows:

BEGINNING at the southerly line of the New Hamburgh-Hopewell Road, said point being the intersection of the southerly line of said New Hamburgh-Hopewell Road with the easterly line of lands now or formerly of Brookhollow Builders, inc. and running along the southerly line of the New Hamburgh-Hopewell Road, the following courses and distances:

South 87 degrees 25 minutes 20 seconds east 249.60 feet to a point;

South 68 degrees 34 minutes 20 seconds east 207.30 feet to a point;

South 66 degrees 43 minutes 20 seconds east 313.20 feet to a point;

South 67 degrees 09 minutes 20 seconds east 388.49 feet to a point, said point being the northwest corner of lands now or formerly of Sucieh;

THENCE continuing along the said New Hamburgh-Hopewell Road South 64 degrees 34 minutes 40 seconds cast 110.23 feet to a point;

#### -CONTINUED-



500-A Canal View Boulevard, Rochester, NY 14623 P: (888-250-9056 / F: 888-250-9057) www.webtitle.us

Title No.

#### SCHEDULE A – CONTINUED DESCRIPTION OF MORTGAGED PREMISES

South 63 degrees 18 minutes 50 seconds east 427.54 fest to a point; said point being the intersection of the southerly line of said New Hamburgh-Hopewell Junction Road with the westerly line of MacFarland Road;

THENCE along the westerly and northerly lines of said MacFarland Road the following courses and distances:

South 8 degrees 33 minutes 20 seconds west 457.09 feet to a point;

South 11 degrees 49 minutes 20 seconds west 263.59 feet to a point;

South 43 degrees 21 minutes 08 seconds west 78.00 feet to a point;

South 65 degrees 28 minutes 10 seconds west 103.79 feet to a point on the northerly side of MedFarland Road;

THENCE along the northerly line of said MacFarland Road the following courses and distances:

North 78 degrees 38 minutes 00 seconds west 163.69 feet to a point;

North 84 degrees 18 minutes 00 seconds west 141.14 feet to a point;

North 86 degrees 43 minutes 00 seconds west 186.59 feet to a point;

North 82 degrees 06 minutes 00 seconds west 46.58 feet to a point;

North 79 degrees 28 minutes 00 seconds west 76.32 feet to a point;

North 75 degrees 32 minutes 00 seconds west 151.90 feet to a point;

North 67 degrees 08 minutes 00 seconds west 19.60 feet to a point;

North 61 degrees 07 minutes 00 seconds west 68.97 feet to a point:

North 58 degrees 59 minutes 00 seconds west 54,53 feet to a point, said point being the intersection of the northerly line of MacFarland Road with the easterly line of lands now or formerly of Hirschmann; and

THENCE along lands of Hirschmann the following courses and distances:

#### -CONTINUED-



500-A Canal View Boulevard, Rochester, NY 14623 P: (888-250-9056 / F: 888-250-9057) www.webtitle.us

**Title No.:** 

#### SCHEDULE A – CONTINUED DESCRIPTION OF MORTGAGED PREMISES

North 21 degrees 07 minutes 50 seconds west 574.97 feet to a point;

North 65 degrees 32 minutes 00 seconds west 370.00 feet to a point;

North 84 degrees 32 minutes 00 seconds west 166.00 feet to a point;

North 27 degrees 06 minutes 20 seconds west 279.75 feet to a point on the easterly line of lands now or formerly aforesaid Brookhollow Builders, inc. along the remains of a stone wall, the following courses and distances:

North 3 degrees 09 minutes 20 seconds west 75.40 feet to a point;

North 1 degree 18 minutes 30 seconds east 109.40 feet to a point;

North 4 degrees 13 minutes 30 seconds east 77.30 fast to a point;

North 0 degrees 06 minutes 30 seconds cast 154.50 feet to a point;

North 16 degrees 20 minutes 30 seconds east 158.80 feet to a point;

North 11 degrees 55 minutes 40 seconds wast 254.90 feet to a point or place of BEGINNING.

Premises: 8 A White Gate Road a/k/a 8 White Gate Drive, Apt. A, Wappingers Falls, NY 12590 Tax Map/Parcel ID No.: Section: 6157 Block: 16 Lot: 899449

NYSCEF DOC. NO. 33

ALL-STATE LEGAL 07101-BF-07102-BL -07103-GY • 07104-WH 800.222.0510 www.aslegal.com

Index No. SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

#### JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

-vs-

VICTOR ESPINOLA, et. al.

Defendants.

#### NOTICE OF PENDENCY

#### FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 516/394-6921

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Service of a copy of the within Dated:

is hereby admitted.

Attorneys(s) for

PLEASE TAKE NOTICE

that the within a (certified) true cop entered in the office of the clerk of	-	20
that an Order of which the within is Hon.	• • ·	settlement to the ges of the within named Court,
at on	20 , at	М.
Dated:		

FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 516/394-6921

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#### FILED: DUTCHESS COUNTY CLERK 10/10/2017 02:05 PM NYSCEF DOC. NO. 33

FILED: DUTCHESS COUNTY CLERK 06/23/2016 11:49 AM NYSCEF DOC. NO. 1 INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017 INDEX NO. 2016-51459 RECEIVED NYSCEF: 06/23/2016

#### SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

## JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

Plaintiff,

SUMMONS Index No.

-vs-

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM;"JOHN DOE #1-5" and "JANE DOE #1-5" 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,

Defendants.

Mortgaged Premises:

8 A WHITE GATE DRIVE WAPPINGERS FALLS, NY 12590 A/K/A 8 WHITE GATE DRIVE, APT. A WAPPINGERS FALLS, NY 12590

#### 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 plaintiffs 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 an answer with the court, a default judgment may be entered and you can lose your home.

## 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 1-800-342-3736 or visit the Department's website at <u>www.dfs.ny.gov.</u>

#### **Foreclosure Rescue Scams**

Be careful of people who approach you with offers to "save" your home. These 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 52714

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.

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

Dated: June <u>9</u>, 2016

madeline C. Mullane

MADELINE C. MULLANE, ESQ. FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 QCH1924

# NATURE AND OBJECT OF ACTION

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

TO THE DEFENDANT(S), except VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA the plaintiff makes no personal claim against you in this action.

TO THE DEFENDANT(S), except VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA:

IF, AND ONLY IF, you have received or will receive a Bankruptcy Discharge Order which includes this debt, the plaintiff is solely attempting to enforce its mortgage lien rights in the subject real property and makes no personal claim against you. In that event, nothing contained in these or any papers served or filed or to be served or filed in this action will be an attempt to collect from you or to find you personally liable for the discharged debt.

NYSCEF DOC. NO. 33

# SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

Plaintiff,

COMPLAINT Index No.

-vs-

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM; "JOHN DOE #1-5" and "JANE DOE #1-5" 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,

Defendants.

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 is a banking corporation 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 endorsed (specifically or in blank) and negotiated to Plaintiff. A copy of the Note with the endorsement(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: Plaintiff is current holder 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 6-1 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), VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA, 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, the default date and rate at which interest accrues and is owing since 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 defendant VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA be adjudged to pay any remaining deficiency 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 9, 2016

nadeline C. Mullane

MADELINE C. MULLANE, ESQ. FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 Telephone: 516/394-6921 QCH1924

NYSCEF DOC. NO. 33

# SCHEDULE "A" - DEFENDANTS

# <u>CAPACITY</u>

# **DEFENDANTS**

VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA 8 A WHITE GATE DRIVE WAPPINGERS FALLS, NY 12590 A/K/A 8 WHITE GATE DRIVE, APT. A WAPPINGERS FALLS, NY 12590

P.O. BOX 540241 GREENACRES, FL 33454-7652

THE BOARD OF MANAGERS OF WHITE GATE CONDOMINIUM

JOHN DOE # 1-5 and JANE DOE # 1-5 8 A WHITE GATE DRIVE WAPPINGERS FALLS, NY 12590 A/K/A 8 WHITE GATE DRIVE, APT. A WAPPINGERS FALLS, NY 12590 Defendant(s), who executed a certain Mortgage to WASHINGTON MUTUAL BANK, FA to secure the sum of \$50,000.00, which was recorded in the DUTCHESS County Clerk's Office on January 24, 2008, in Document Number 01 2008 970. Said Mortgage was assigned by THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC) AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by Assignment dated March 7, 2016 and recorded on March 29, 2016 in the Office of the County Clerk in Document Number 01-2016-531A.

Possible subordinate lienor by virtue of any unpaid common and/or maintenance charges if owed.

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.

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NYSCEF DOC. NO. 33

SCHEDULE "B"

-NONE-

SCHEDULE "C"

FILED: DUT	CHESS	COUNTY	CLERK 10/10/2	2017 02:05	<b>PM</b> ^I	NDEX NO. 2016-51459
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Lun	ECEMBER 10 (Date)	1		]	NEW YORK (State)	
8 WHIT	E GATE DRI	VE, UNIT A	A, WAPPINGERS FALLS, [Property]	NY 12590 Address]		
Int	eturn for a log	ROMISE TO an that I have a crest, to the or	DPAY received, I promise to pay U der of the Lender. The Lend	S.\$ 50,000 eris Washington M	.00 (this amo UTUAL BANK, FA	unt is called

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 8.125

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 1ST day of each month beginning on FEBRUARY, 2008 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 , I still owe amounts under this Note, I applied to interest before Principal. If, on JANUARY 01, 2038 will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 78148, PHOENIX, AZ 85082-8148 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 303.81

### 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 Propayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. 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.

#### 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.

NEW YORK FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mae UNIFORM INSTRUMENT

(210 - 5N(NY) (0005) Form 3233 1/D1 VMP MORTGAGE FORMS - (800)821-7291 Initials: -Pote 1 of 3



FILED: DUTCHESS	COUNTY CL	ERK 10/10/2	017 02:05	PM ^I	NDEX NO. 2016-51459
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(A) Late Cha If the Note Ho calendar days'after 2.000 only once on each (B) Default	r the date it is due, I % of my overd late payment.	yments the full amount of any will pay a late charge ue payment of princip	to the Note Holder. al and interest. I will	pay this late charge f	harge will be promptly but
(C) Notice o If I am in defi	f Default ault, the Note Holder 1 the Note Holder may 1	ch monthly payment o may send me a written require me to pay imm at amount. That date n	notice telling me that rediately the full amou	if I do not pay the ove int of Principal which	has not been

is mailed to me or delivered by other means. (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.

#### 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 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.

(MD - 5N(NY) (0005)

Page 2 of 3

SCEF DOC. NO	. 33	RECEIVED NYSCEF: 10/10/2
peri	If Lender requires immediate payment in full under the set this requirement. The notice will give me at least 30 od will begin on the date the notice is given to me in t rument. If I do not make the required payment during er this Security Instrument without giving me any furthe	he manner required by Section 15 of this Security that period, Lender may act to enforce its rights
WITNES	SS THE HAND(S) AND SEAL(S) OF THE UNDERSIG	NED.
	(Seal)	(Seal)
	-Borrower V	ICTOR ESPINOLA -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
		(Sign Original Only)
		Pay to the order of
		Without Recourse WASHINGTON MUTUAL BANK, FA
		CYNTHIA PREY VICE PRESIDENT
		Form 3233 1/01

INDEX NO. 2016-51459

SCHEDULE "D"

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NYSCEF DOC. NO. 33

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# DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO	<b>D</b> :			CD. 01/24/2008	
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MORTGAGEE: WASHINGTON	MUTUAL BAN	K FA (			
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EXAMI	NED AND CHAI	RGED AS FO	LLOWS :		
RECORDING CHARGE:		102.00	NUN	MBER OF PAGES:	25
MORTGAGE AMOUNT:	50	,000.00			
MORTGAGE TYPE:	1-2 FAMILY	RESIDENCE			
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1-6 FAMILY TAX:		125.00			
MORTGAGE TAX LOCAL: TOTAL TAX:		125.00 620.00			
SERIAL NUMBER:	CY012183				
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. 17 of 46

NYSCEF DOC. NO. 33

Return To: WASHINGTON MUTUAL BANK 2210 ENTERPRISE DRIVE FLORENCE, SC 29501 DOC OPS M/S FSCE 440

Prepared By: KAREN STOPPERICH

+;flett Sect: 6157

Block: 16 Lot 899449

- (Space Above This Line For Recording Data) -

# MORTGAGE

### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated DECEMBER 10, 2007 together with all Riders to this document, will be called the "Security Instrument."
 (B) "Borrower." VICTOR ESPINOLA

whose address is p.O. BOX 213034, ROYAL PALM BEACH, FL 33421 sometimes will be called "Borrower" and sometimes simply "I" or "me." (C) "Lender." WASHINGTON MUTUAL BANK, FA

will be called "Lender." Lender is a corporation or association which exists under the laws of THE UNITED STATES OF AMERICA . Lender's address is 2273 N. GREEN VALLEY PARKWAY, SUITE 14, HENDERSON, NV 89014

(D) "Note." The note signed by Borrower and dated DECEMBER 10, 2007, will be called the "Note." The Note shows that I owe Lender FIFTY THOUSAND AND 00/100

Dollars (U.S. \$ 50,000.00 )

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

-B(NY) 0005101 Form 3033 201

Page 1 of 17 initials: VMP Mortgage Solutions, Inc. (806821-7291



NYSCEF DOC. NO. 33

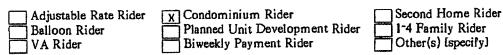
plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by JANUARY 01, 2038

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

(F) "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.

(G) "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."

(H) "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]:



(1) "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."

(J) "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."

(K) "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.

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

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

(O) "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."

(P) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

-6(NY) 100051.01

Page 2 of 17

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Schedule A Description

**Title Number** 

Page 1

The Condominium Unit (the "Unit") known as No. 8-A, White Gate Condominium in the building (the "Building") known as and by the street name White Gate Road, Town of Wappinger, Wappingers Falls, New York, said Unit being designated and described as Unit No. 8-A in a certain Declaration dated December 1, 1987, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") establishing a plan for condominium ownership of the Building and the land (the "Land") upon which the Building is situated (which Land is more particularly described below), which declaration was recorded in the Office of the Clerk of the County of Dutchess, Division of Land Records, on December 4, 1987 in Liber 1778 of Conveyances page 315 (which declaration and amendments thereto are hereinafter collectively referred to as the "Declaration"). The Unit is also designated as Tax Grid No. 19-8157-16-899449-00 of the Town of Wappingers and on the Floor Plans of the Building, certified by Robert Young Associates, Architect, and filed in the Office of the Clerk of the County of Dutchess, Division of Land Records on December 4, 1987 as Clerk's Minutes Nos. 6606/87.

TOGETHER with an undivided 0.4282 % interest in the common elements of the Property as defined in the Declaration (hereinafter called the "Common Elements").

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town ⁴ of Wappinger, County of Dutchess and State of New York, more particularly bounded and described as follows:

BEGINNING at the southerly line of the New Hamburgh-Hopewell Road, said point being the intersection of the southerly line of said New Hamburgh-Hopewell Road with the easterly line of lands now or formerly of Brookhollow Builders, Inc. and running along the southerly line of the New Hamburgh-Hopewell Road, the following courses and distances:

South 67 degrees 25 minutes 20 seconds east 249.60 feet to a point;

South 68 degrees 34 minutes 20 seconds east 207.30 feet to a point;

South 66 degrees 43 minutes 20 seconds east 313.20 feet to a point;

South 67 degrees 09 minutes 20 seconds east 388.49 feet to a point, said point being the northwest corner of lands now or formerly of Sucich;

THENCE continuing along the said New Hamburgh-Hopewell Road South 64 degrees 34 minutes 40 seconds east 110.23 feet to a point;

Continued On Next Page

NYSCEF DOC. NO. 33

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	Schedule A Description - continued
Title Nur	nber Page 2
	South 63 degrees 18 minutes 50 seconds east 427.54 feet to a point; said point being the intersection of the southerly line of said New Hamburgh-Hopewell Junction Road with the westerly line of MacFarland Road;
	THENCE along the westerly and northerly lines of said MacFarland Road the following courses and distances:
	South 8 degrees 33 minutes 20 seconds west 457.09 feet to a point;
	South 11 degrees 49 minutes 20 seconds west 263.59 feet to a point;
	South 43 degrees 21 minutes 08 seconds west 76.00 feet to a point;
	South 65 degrees 28 minutes 10 seconds west 103.79 feet to a point on the northerly side of MacFarland Road;
	THENCE along the northerly line of said MacFarland Road the following courses and distances:
	North 78 degrees 38 minutes 00 seconds west 163.69 feet to a point;
	North 84 degrees 18 minutes 00 seconds west 141.14 feet to a point;
	North 86 degrees 43 minutes 00 seconds west 186.59 feet to a point;
	North 82 degrees 06 minutes 00 seconds west 46.68 feet to a point;
•	North 79 degrees 28 minutes 00 seconds west 76.32 feet to a point;
	North 75 degrees 32 minutes 00 seconds west 151.90 feet to a point;
	North 67 degrees 08 minutes 00 seconds west 19.60 feet to a point;
	North 61 degrees 07 minutes 00 seconds west 68.97 feet to a point;
	North 58 degrees 59 minutes 00 seconds west 54.53 feet to a point, sald point being the intersection of the northerly line of MacFarland Road with the easterly line of lands now or formerly of Hirschmann; and
	THENCE along lands of Hirschmann the following courses and distances:

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NYSCEF DOC. NO. 33

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	Schedule A Desc	cription - continued
Title Number	۰ ۲	Page 3
North 21 degrees 07 min	utes 50 seconds west 574	4.97 feet to a point;
North 65 degrees 32 min	utes 00 seconds west 370	0.00 feet to a point;
North 84 degrees 32 min	nutes 00 seconds west 166	6.00 feet to a point;
easterly line of lands nov	nutes 20 seconds west 279 w or formerly aforesaid Bro vall, the following courses a	9.75 feet to a point on the ookhollow Builders, Inc. along and distances:
North 3 degrees 09 minu	utes 20 seconds west 75.4	10 <del>fee</del> t to a point;
North 1 degree 19 minut	es 30 seconds east 109.4	0 feet to a point;
North 4 degrees 13 minu	rtes 30 seconds east 77.3	0 feet to a point;
North 0 degrees 05 minu	utes 30 seconds east 154.	.50 feet to a point;
North 16 degrees 20 mir	nutes 30 seconds east 158	8.80 feet to a point;

North 11 degrees 55 minutes 40 seconds west 254.90 feet to a point or place of BEGINNING.

NYSCEF DOC. NO. 33

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

I mortgage, grant and convey the Property to Lender 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.

#### DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below: (A) The Property which is located at **B WHITE GATE DRIVE**, UNIT A

[Street]

WAPPINGERS FALLS	[City, Town or Village], New York 12590 [Zip Code].
This Property is in DUTCHESS	County. It has the following legal
description:	

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

(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;

(B) 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.

-6(NY) 100051.01

Page 3 of 17

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# 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.

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.

-6(NY) 10005101

Page 4 of 17

initials:

Form 3033 1/01

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);

(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.

-6(NY) 10005101

Page 5 of 17

Initials:

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, instrumentality, 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

- 6(NY) (0005).01

Page 6 of 17

Form 3033 1/01

initials:

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

-6(NY) (0005).01

Page 7 of 17

Initials:

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 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.

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 defined 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.

- 5(NY) 100053.01

Page 8 of 17

Initiais:

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.

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

-6(NY) (000510)

Page 9 of 17

Form 3033 1/01

initials:

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, 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 carned 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.



Pegs 10 of 17

Initials:

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 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.

-6(NY) (0005).01

Page 11 of 17

Initials:

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 be 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 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. 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

-6(NY) (0005101

Page 12 of 17

Initiaisi

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.

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.

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.

19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. Even if Lender has required Immediate Payment in Pull. 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.

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

-6(NY) (0005101

Page 13 of 17

Initials:

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. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. 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, 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

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).

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 all of the conditions stated in

-6(NY) (0005101

Page 14 of 17

Form 3033 1/01

Initials:

subsections (a), (b) and (c) of this Section 22 are 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 only if all of the following conditions are met:

(a) 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;

(b) Lender sends to me, in the manner described in section 15 of this Security Instrument, a notice that states:

(1) The promise or agreement that I failed to keep or the default that has occurred;

(2) The action that I must take to correct that default;

(3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;

(4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;

(5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required and

(6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

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.

-6(NY) 100051.01

Page 16 of 17

Initials:

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# 25. Borrower's Statement Regarding the Property Icheck box as applicable.

This Security Instrument covers real property improved, or to be improved, by a one or  $\mathcal{L}$  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 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:	VICTOR ESPINOLA
	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	-Borrower
(Seal) -Borrower	(Seal) -Borrower

Form 3033 1/01

Page 15 of 17

NYSCEF DOC. NO. 33

STATE	OF	FLORIDA NEW-YORK,	ñ
		• • • • • • •	

DUTCHESS-

County ss:

On the 11th day of December, 2007 before me, the undersigned, a notary public in and for said state, personally appeared VICTOR ESPINOLA

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personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

IT.		
4	JAZIMIN VAZQUEZ Notary Public - State of Florida	A ARR
Ľ	thy Commission Expires Jul 27, 200 Commission # 00 456289	iotary Public

Tax Map Information:

-6(NY) 10005101

Page 17 of 17

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NYSCEF DOC. NO. 33

#### **"UNIFORM ACKNOWLEDGEMENT"**

STATE OF Plonda

) ss.: COUNTY OF Palm Beagh

On the  $\underbrace{\bigcup}_{i=1}^{i}$  day of  $\underbrace{\bigcup}_{i=1}^{i}$  in the year  $\underbrace{\bigcup}_{i=1}^{i}$ , before me, the undersigned, personally appeared  $\underbrace{\bigcup}_{i=1}^{i}$   $\underbrace{\bigcup}_{i=1}^{i}$   $\underbrace{\bigcup}_{i=1}^{i}$ , before me, the undersigned, on the same basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledge to me that he/shc/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.

Notary Public, State of Florida JAZNIN VAZQUEZ State of Florid Commission Expires: a Jai 27, Z

NYSCEF DOC. NO. 33

# CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 10TH day of DECEMBER 2007, 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

#### WASHINGTON MUTUAL BANK, FA

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

8 WHITE GATE DRIVE, UNIT A, WAPPINGERS FALLS, NY 12590

#### [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WHITE GATE

#### (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 -BR (0008)
 Form 3140 1/01

 Page 1 of 3
 Initials:

 VMPMORTGAGEFORMS-(800)521-7291

NYSCEF DOC. NO. 33

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

-8R (0008)

Page 2 of 3

Initials:

Form 3140 1/01

NYSCEF DOC. NO. 33

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

	(Seal) -Borrower	VICTOR ESPINOLA	-Borrower
	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower		-Borrower
	(Seal) -Borrower		-Borrower
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NYSCEF DOC. NO. 33

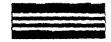
INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

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#### Dutchess County Clerk Recording Page

Record & Return To:

NATIONWIDE TITLE CLEARING 2100 ALT 19 NORTH PALM HARBOR, FL 34883 Received From: NATIONWIDE TITLE CLEARING Assignor: WASHINGTON MUTUAL BANK Assignee: JPMORGAN CHASE BANK NATL ASSOC		Date Recorded: 3/29/2016 Time Recorded: 10:03 AM Document #: 01-2018-531A
-	Assignment of Mortgage Assn	
	Examined and Charged A	a Fallowa :
Recording Charge:	\$50.50	Number of Pages: 2
		Do Not Detach This Page This is Not A Bill
		County Clerk By: cca Receipt #: 10705 Batch Record: 72
		Bractord Kendell County Clerk

dj110 Doc #: 012016531A Printed Page 1 of 2

NYSCEF DOC. NO. 33

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When Recorded Retarn To: JPMorgan Chase Bank, NA C/O Nucleawide Title Clearing, Inc. 2100 Alt. 19 North Palm Harbor, FL 34683

Loan #:

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ASSIGNMENT OF MORITORY of which is hereby schowledged, the undersigned, THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), WHOSE ADDRESS IS 1401 BRYAN STREET, DALLAS, TX 75201, AND ACTING IN 175 RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK FK/A WASHINGTON MUTUAL BANK, FA (ASSIGNOR) by dime Profestik dos Konwey, FEM. Bayes, Insufer and set over the described Mortages, as the amon may have been consolidated, extended or modified, including all montages that have been consolidated betrevia, which all interest secured hereby, all liera, and eavy rights and user the described Mortages, as the amon may have been consolidated, extended or modified, including all montages that have been consolidated betrevia, which all interest secured hereby, all liera, and eavy rights and the three the described Mortages, as the montage that all the secure the secure and the secure and the secure and thereby and the secure and thereas and the secure and the secur

This mortgage(s) has not been assigned of record.

a sumoring gots) and not been essigned of record. This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an / satignment within the secondary moring ge market. This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or an Receiver. This Assignment is indended to further memorialize the transfer that occurred by operation of law as Section 23, 2008 as authorized by Section 11(d)(2)(G)(0)(1) of the Federal Deposit Insurance Act, 12 US.C. SISII (d)(2)(G)(0)(1)

TH WITNESS WHEREOLOGIAN IN WITNESS WHEREOLOGIAN IPMORGAN CHASE BANK, NATIONAL ASSOCIATION AS ATTORNEY IN FACT FOR THE FEDERAL DEPOSIT INSURANCE CORPORATION AS BECEIVER OF WASHINGTON MUTUAL BANK FIXA WASHINGTON MUTUAL BANK, FA

Br. July & Jackson Judy & Jackson Vice Tresident 1 list Bv: Kaland Witness

STATE OF LOUISIANA PARISH OF OUACHITA Before mc of a 2007 122 (MMDDYYYY) the undersigned, personally appeared immodian CHASE BANK, NATIONAL ASSOCIATION, AS ATTORNEY IN FACT FOR THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK FIXA WASHINGTON MUTUAL BANK, FAA personally knows as me or proved is me on the balls of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and excloseledged to me that they accessed the same is their capacity(set), and that by they is spratter(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the listrumest.

And Ante Provent

ANGELA PLUTH PATHE CUACHITA PAREAL LOUISIANA LIFETIME COMMENSION NOTARY ID # 60488

Document Prepared By: Judy C. Joulie 4 3PMorgan Chase Bank, N.A., 780 Kaness Lane, Suite A, Monroe, LA, 71203, 800-401-6587

Property ID(S/B/L)		
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# SCHEDULE "E"

Principal Balance \$44,077.26 Date of Default: January 1, 2016 Interest rate (Fixed) 6.125%

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459 RECEIVED NYSCEF: 10/10/2017

STATE OF NEW YORK SUPREME COURT COUNTY OF DUTCHESS

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	
Plaintiff,	Index No.
-VS-	CERTIFICATE OF MERIT PURSUANT TO N.Y. C.P.L.R.§
VICTOR ESPINOLA A/K/A VICTOR M. ESPINOLA; THE BOARD OF MANAGERS OF WHITE GATE	3012-b
CONDOMINIUM;"JOHN DOE #1-5" and "JANE DOE #1-5" 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,	Mortgaged Premise Address: 8 A WHITE GATE DRIVE WAPPINGERS FALLS, NY 12590 A/K/A 8 WHITE GATE DRIVE, APT. A WAPPINGERS FALLS, NY 12590
Defendants.	

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, L.L.P., attorneys for plaintiff in this action.

2. This residential foreclosure action involves a home loan, as such term is defined in Real Property Actions and Proceedings Law §1304 to the extent alleged in paragraph NINTH of the Complaint.

3. I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.

4. I have consulted with MIMOZA PETRESKA, a representative of the Plaintiff.

5. Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that plaintiff is the creditor entitled to enforce rights under these documents.

6. Attached herein and as part of the Complaint are copies of the following documents: the mortgage, security agreement and note or bond underlying the mortgage executed by the defendant; all instruments of assignment (if any); and any other instrument of indebtedness, including any modification, extension, and consolidation.

7. Attached herein and as part of the Complaint, if applicable, are supplemental affidavits attesting that certain documents as described in paragraph 5 supra are lost, whether by destruction, theft, or otherwise.

8. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

Dated:

N22, 2016

MADELINE C. MULLANE, ESQ. FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 Telephone No. 516/394-6921 QCH1924

NYSCEF DOC. NO. 33

ALL-STATE LEGAL 07101-BF-07102-BL +07103-GY + 07104-WH 800.222.0510 www.aslegal.com

Index No. SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

#### JPMORGAN CHASE BANK, NATIONAL ASSOCIATION Plaintiff,

-vs-

VICTOR ESPINOLA, et. al.

Defendants.

# SUMMONS & COMPLAINT

FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 516/394-6921

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Service of a copy of the within Dated:

is hereby admitted.

one of the judges of the within named Court,

Attorneys(s) for

M.

PLEASE TAKE NOTICE

 $\Box$  that the within a (certified) true copy of a

entered in the office of the clerk of the within named Court on

 $\Box$  that an Order of which the within is a true copy will be presented for settlement to the

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Dated:

FEIN, SUCH & CRANE, LLP Attorneys for Plaintiff 1400 OLD COUNTRY ROAD STE C103 WESTBURY, NY 11590 516/394-6921

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NYSCEF DOC. NO. 33

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Index No. 51459/2016 SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF DUTCHESS

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION Plaintiff,

-VS-

VICTOR ESPINOLA and AKA VICTOR M. ESPINOLA, et al., Defendants.

# NOTICE OF MOTION FOR ORDER OF REFERENCE

1400 O	N, SUCH & CRANE, Attorneys for Plaintiff DLD COUNTRY RD S	f TE C103
V	WESTBURY, NY 115	90
	516/394-6921	
Pursuant to 22 NYCRR 130-1.1, the undersign certifies that upon information and belief and rare not frivolous.	ed, an attorney admitte easonable inquiry, the	d to practice in the courts of New York State, contentions contained in the annexed document
Dated: September 2 , 2017		
	<b>N</b> '	
Signature:		
Print Signer	r's Name: MICHAEL (	GINDI, ESQ.
Service of a copy of the within Dated:		is hereby admitted.
		Attorneys(s) for
PLEASE TAKE NOTICE		Attorneys(s) for
PLEASE TAKE NOTICE		Attorneys(s) for
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Attorneys for Plaintiff 1400 OLD COUNTRY RD STE C103 WESTBURY, NY 11590 516/394-6921