

NYSCEF DOC. NO. 23

REQUEST FOR JUDICIAL INTERVENTION

UCS-840 (7/2012)

SUPREME COURT, COUNTY OF DUTCHESS

Index No: 51459/2016 Date Index Issued: 06/23/16

CAPTION:

Enter the complete case caption. Do not use et al or et ano. If more space is required, attach a caption rider sheet.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff(s)/Petitioner(s)

-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, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein,

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING:

Check ONE box only and specify where indicated

MATRIMONIAL

- ☐ 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.

TORTS

- ☐ Asbestos
☐ Breast Implant
☐ Environmental: _____
☐ Medical, Dental, or Podiatric Malpractice
☐ Motor Vehicle
☐ Products Liability: _____
☐ Other Negligence: _____
☐ Other Professional Malpractice: _____
☐ Other Tort: _____

COMMERCIAL

- ☐ Business Entity (including corporations, partnerships, LLC, etc.)
☐ Contract
☐ Insurance (where insurer is a party, except arbitration)
☐ UCC (Including sales, negotiable instruments)
☐ Other Commercial: _____

NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(d)], complete and attach the COMMERCIAL DIV RJI Addendum

REAL PROPERTY: How many properties does the application include?: 1

- ☐ Condemnation
☒ Mortgage Foreclosure (specify): ☒ Residential ☐ Commercial

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

NOTE: For Mortgage Foreclosure actions involving a one to four family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the FORECLOSURE RJI Addendum

- ☐ Tax Certiorari- Section: _____ Block: _____ Lot: _____
☐ Tax Foreclosure
☐ Other Real Property: _____

OTHER MATTERS

- ☐ Certificate of Incorporation/Dissolution [See NOTE under Commercial]
☐ Emergency Medical Treatment
☐ Habeas Corpus
☐ Local Court Appeal
☐ Mechanic's Lien
☐ Name Change
☐ Pistol Permit Revocation Hearing
☐ Sale or Finance of Religious/Not-for-Profit Property
☐ Other: _____

SPECIAL PROCEEDINGS

- ☐ CPLR Article 75 (Arbitration) [see NOTE under Commercial]
☐ CPLR Article 78 (Body or Officer)
☐ Election Law
☐ MHL Article 9.60 (Kendra's Law)
☐ MHL Article 10 (Sex Offender Confinement-Initial)
☐ MHL Article 10 (Sex Offender Confinement-Review)
☐ MHL Article 81 (Guardianship)
☐ Other Mental Hygiene: _____
☐ Other Special Proceeding: _____

STATUS OF ACTION OR PROCEEDING:

Answer YES or NO for EVERY question AND enter additional information where indicated

YES

NO

Has a summons & complaint or summons w/notice been filed?

■

□

If yes, date filed: 06/23/16

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

STATE OF NEW YORK
SUPREME COURT COUNTY OF DUTCHESS

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Index No.

Plaintiff,

-vs-

**CERTIFICATE OF MERIT
PURSUANT TO N.Y. C.P.L.R. §
3012-b**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,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:

June 22, 2014

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

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

File #: QSLSN036

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,

Plaintiff,

AFFIDAVIT IN SUPPORT AND
AMOUNT DUE

-VS-

Index No. 51459/2016

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 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

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.

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

Dated: JUN 28 2017

Specialized Loan Servicing LLC

Name:


Cynthia Wallace

Title:

Second Assistant Vice President

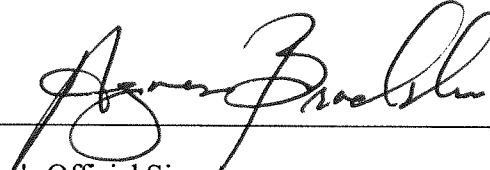
UNIFORM, ALL PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

(Outside of New York State)

State of ColoradoCounty of Douglas

On the 28 day of June in the year of 2017 before me, the undersigned, personally appeared
Cynthia Wallace, 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
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

12/3/20

Commission Expiration

EXHIBIT A

5NNY
W09

NOTE

DECEMBER 10, 2007
[Date]WESTBURY
[City]NEW YORK
[State]8 WHITE GATE DRIVE, UNIT A, WAPPINGERS FALLS, NY 12590
[Property Address]

1. BORROWER'S PROMISE TO PAY

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

VMP - 5N(NY) (0005)

Form 3233 1/01

VMP MORTGAGE FORMS - (800)521-7291

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.

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.

(Seal)
-Borrower

(Seal)
VICTOR ESPINOLA
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

Pay to the order of

Without Recourse
WASHINGTON MUTUAL BANK, FA

By C. Riley
CYNTHIA RILEY
VICE PRESIDENT

EXHIBIT B

DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO :

WASHINGTON MUTUAL BANK
2210 ENTERPRISE DR
DOC OPS M/S FSCE 440
FLORENCE SC 29501

RECORDED: 01/24/2008

AT: 15:38:33

DOCUMENT #: 01 2008 970

RECEIVED FROM: UNLIMITED ABSTRACT LLC

MORTGAGOR: ESPINOLA VICTOR
MORTGAGEE: WASHINGTON MUTUAL BANK FA

RECORDED IN: MORTGAGE
INSTRUMENT TYPE:

TAX
DISTRICT: WAPPINGER

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE:	102.00	NUMBER OF PAGES: 25
MORTGAGE AMOUNT:	50,000.00	
MORTGAGE TYPE:	1-2 FAMILY RESIDENCE	
COUNTY TAX:	250.00	*** DO NOT DETACH THIS
MTA TAX:	120.00	*** PAGE
SPECIAL ADDL TAX:		*** THIS IS NOT A BILL
1-6 FAMILY TAX:	125.00	
MORTGAGE TAX LOCAL:	125.00	
TOTAL TAX:	620.00	

SERIAL NUMBER:

AFFIDAVIT:

N

COUNTY CLERK BY: MOK /
RECEIPT NO:
BATCH RECORD:

BRADFORD KENDALL
County Clerk



Return To:

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

Prepared By:

KAREN STOPPERICH

title# [REDACTED]
Sect: 6157
Block: 16
Lot 899449

ZNY1
W09

(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

VMP - 6(NY) (0005) 01 Form 3033 1/01

Page 1 of 17

Initials: [REDACTED]

VMP Mortgage Solutions, Inc. (800) 521-7291

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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> 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.

Schedule A Description

Title Number [REDACTED]

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. 19-6157-16-899449-00 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 Hamburg-Hopewell Road, said point being the intersection of the southerly line of said New Hamburg-Hopewell Road with the easterly line of lands now or formerly of Brookhollow Builders, Inc. and running along the southerly line of the New Hamburg-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 Hamburg-Hopewell Road South 64 degrees 34 minutes 40 seconds east 110.23 feet to a point;

Continued On Next Page

Schedule A Description - continued

Title Number [REDACTED]

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 Hamburg-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:

Continued On Next Page

Schedule A Description - continued

Title Number [REDACTED]

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.

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 8 WHITE GATE DRIVE, UNIT A

[Street]

WAPPINGERS FALLS
This Property is in DUTCHESS
description:

[City, Town or Village], New York 12590 [Zip Code].
County. It has the following legal

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.

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.

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.

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

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

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.

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

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 earned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

(a) Borrower's Obligations.

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

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

(b) Lender's Rights.

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

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

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

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

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

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

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

provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

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

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 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: 

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 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

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.

STATE OF ~~NEW YORK~~ ^{FLORIDA} ~~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

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.



Notary Public

Tax Map Information:

"UNIFORM ACKNOWLEDGEMENT"STATE OF Florida)

SS.:

COUNTY OF Palm Beach

On the 11th day of December in the year 2007, before me, the undersigned, personally appeared Victor Espinola 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 FloridaCommission Expires: 7/27/09

CONDOMINIUM RIDER

BRUS
W09

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

VMP - BR (0008)

Form 3140 1/01

Page 1 of 3

Initials: 

VMPMORTGAGEFORMS-(800)821-7291

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 instalments 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.

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.

-Borrower (Seal)  (Seal)
-Borrower

VICTOR ESPINOLA

-Borrower (Seal) _____ (Seal)
-Borrower -Borrower

-Borrower (Seal) _____ (Seal)
-Borrower -Borrower

-Borrower (Seal) _____ (Seal)
-Borrower -Borrower

EXHIBIT C



Dutchess County Clerk Recording Page

Record & Return To:

NATIONWIDE TITLE CLEARING
2100 ALT 19 NORTH
PALM HARBOR, FL 34683

Date Recorded: 4/5/2017
Time Recorded: 9:59 AM
Document #: 01-2017-729A

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



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

Loan Number [REDACTED]
Pipeline ID [REDACTED]

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 Mortgage, 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 LUCENT BLVD, SUITE 300, HIGHLANDS RANCH, CO 80129, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

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 270, in the office of the Registry of DUTCHESS County, NY.

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 assignment within the secondary mortgage market.

Dated on 03/09/2017 (MM/DD/YYYY).

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: [Signature]
CANDISS BROWN

Vice President

By: [Signature]
ALYSSA MARGHALL

Witness

STATE OF LOUISIANA, PARISH OF ORACHITA

Before me, on 03/09/2017 (MM/DD/YYYY), the undersigned, personally appeared CANDISS BROWN as Vice President for

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, 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 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.

[Signature]
YOLANDA A. DIAZ
Notary Public - State Of LOUISIANA
Commission expires: Upon My Death



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

Document Prepared By: CANDISS BROWN, JPMorgan Chase Bank, N.A., 780 Kansas Lane,
Suite A, Monroe, LA, 71203, 800-401-6587
Property ID(S/B/L)

JPMC2398204308 FHL MC VPC - SLS MSR

\$56.00 TO11703-08.55:25 JC-21 FRMNY1

Loan No: [REDACTED]

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

[REDACTED]

[REDACTED]

EXHIBIT D

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: [REDACTED] (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.

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.

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

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



03/22/2016

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

Acceleration Warning (Notice of Intent to Foreclose)

Account: [REDACTED] (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.

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.

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

EXHIBIT E

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

USPS CERTIFIED MAIL™



9214 8901 0754 4602 1439 16

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

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



01/08/2016

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

You Could Lose Your Home

Account: [REDACTED] (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

- 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

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd. New York, NY 10039	212-281-4887 ext. 206 or 231
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399
	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	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	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 Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue, Suite 7800 Central Islip, NY 11722	631-647-3765 ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 ext. 383
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N Hauppauge, NY 11749	1-888-354-6332 ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305 Hauppauge, NY 11788	888-776-6738
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 or 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

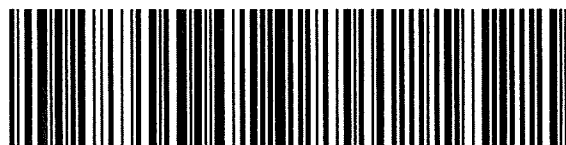
HOUSING COUNSELING AGENCIES – NEW YORK

	-873-6888
	-765-2425
	77-412-2227
	-747-8250
	-873-6888
	-765-2425
	-747-8250
	-946-6992
	88-724-2227
	-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

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

USPS CERTIFIED MAIL™



9214 8901 0754 4602 1439 23

[REDACTED]
VICTOR ESPINOLA
PO BOX 540241
GREENACRES FL 33454 0241

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



01/08/2016

VICTOR ESPINOLA
PO BOX 540241
GREENACRES, FL 33454-0241

You Could Lose Your Home

Account: [REDACTED] (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

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd. New York, NY 10039	212-281-4887 ext. 206 or 231
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399
	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	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	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 Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue, Suite 7800 Central Islip, NY 11722	631-647-3765 ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 ext. 383
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N Hauppauge, NY 11749	1-888-354-6332 ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305 Hauppauge, NY 11788	888-776-6738
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 or 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

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



01/08/2016

[REDACTED]
VICTOR ESPINOLA
PO BOX 540241
GREENACRES, FL 33454-0241

You Could Lose Your Home

Account: [REDACTED] (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

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd. New York, NY 10039	212-281-4887 ext. 206 or 231
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399
	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	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	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 Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue, Suite 7800 Central Islip, NY 11722	631-647-3765 ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 ext. 383
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N Hauppauge, NY 11749	1-888-354-6332 ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305 Hauppauge, NY 11788	888-776-6738
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 or 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

HOUSING COUNSELING AGENCIES – NEW YORK

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

As of 06/01/2015

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



01/08/2016

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

You Could Lose Your Home

Account: [REDACTED] (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

- 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

RECEIVED NYSCEF: 10/10/2017

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd. New York, NY 10039	212-281-4887 ext. 206 or 231
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399
	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	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	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 Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue, Suite 7800 Central Islip, NY 11722	631-647-3765 ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 ext. 383
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N Hauppauge, NY 11749	1-888-354-6332 ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305 Hauppauge, NY 11788	888-776-6738
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 or 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

HOUSING COUNSELING AGENCIES – NEW YORK

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

As of 06/01/2015

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

NYSCEF DOC. NO. 33

INDEX NO. 2016-51459

RECEIVED NYSCEF: 10/10/2017

**Dutchess County Clerk Recording Page**

Record & Return To:

NATIONWIDE TITLE CLEARING
2100 ALT 19 NORTH
PALM HARBOR, FL 34683

Date Recorded: 4/5/2017
Time Recorded: 9:59 AM
Document #: 01-2017-729A

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

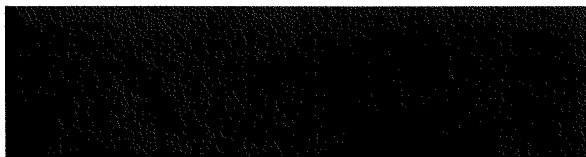
Examined and Charged As Follows :

Recording Charge: \$55.50

Number of Pages: 3

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

County Clerk By: cha
Receipt #: 11012
Batch Record: 68



Bradford Kendall
County Clerk



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

Loan Number [REDACTED]
Pipeline ID [REDACTED]

10/10/2017
5:55:50 PM
569

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 Mortgage, 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 LUCENT BLVD, SUITE 300, HIGHLANDS RANCH, CO 80129, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

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 270, in the office of the Registry of DUTCHESS County, NY.

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 assignment within the secondary mortgage market.

Dated on 03/09/2017 (MM/DD/YYYY).

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: Candice Brown
CANDICE BROWN Vice President

By: Alyssa Marshall
ALYSSA MARSHALL Witness

STATE OF LOUISIANA, PARISH OF OUACHITA
Before me, on 03/09/2017 (MM/DD/YYYY), the undersigned, personally appeared Candice Brown as Vice President for JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, 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 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.

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



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

Document Prepared By: CANDICE BROWN, JPMorgan Chase Bank, N.A., 780 Kansas Lane,
Suite A, Monroe, LA, 71203, 800-401-6587
Property ID(S/B/L)

JPMC2 398204308 FHLMC VPC - SLS MSR

\$56.00 T011703-08:55:25 IC-21 FRMNY1

[REDACTED]

[REDACTED]

Loan No:

[REDACTED]

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

[REDACTED]

[REDACTED]

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017



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

A handwritten signature in black ink, appearing to read "Erik P. Kimball".

Erik P. Kimball, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

www.flsb.uscourts.gov

IN RE:
Victor Espinola

Case No. 16-22869-EPK
Chapter 13

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

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. 6606187.

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 Hamburg-Hopewell Road, said point being the intersection of the southerly line of said New Hamburg-Hopewell Road with the easterly line of lands now or formerly of Brookhollow Builders, Inc. and running along the southerly line of the New Hamburg-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 Hamburg-Hopewell Road South 64 degrees 34 minutes 40 seconds east 110.23 feet to a point;

Title Number 90984-WUDU 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 Hamburg-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:

Title Number 90984-WUDU 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.

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

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X

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 MANAGERS 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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index No.: 2016/51459

-----X

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

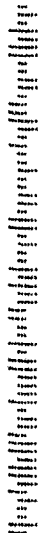


10 EAST 39TH STREET, SUITE 1201
NEW YORK, NY 10016

NEW YORK
NY 100
11 AUG 16
PM 13 L

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

11590-51459



88025 04
\$0.470
US POSTAGE
FIRST-CLASS
062S0009421091
10016

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

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: [REDACTED] (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.

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.

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

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



03/22/2016

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

Acceleration Warning (Notice of Intent to Foreclose)

Account: [REDACTED] (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.

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.

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

EXHIBIT E

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

USPS CERTIFIED MAIL™



9214 8901 0754 4602 1439 16

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

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



01/08/2016

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

You Could Lose Your Home

Account: [REDACTED] (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

- 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

RECEIVED NYSCEF: 10/10/2017

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd. New York, NY 10039	212-281-4887 ext. 206 or 231
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399
	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	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	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 Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue, Suite 7800 Central Islip, NY 11722	631-647-3765 ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 ext. 383
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N Hauppauge, NY 11749	1-888-354-6332 ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305 Hauppauge, NY 11788	888-776-6738
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 or 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

HOUSING COUNSELING AGENCIES – NEW YORK

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

As of 06/01/2015

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

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

USPS CERTIFIED MAIL™



9214 8901 0754 4602 1439 23

[REDACTED]
VICTOR ESPINOLA
PO BOX 540241
GREENACRES FL 33454 0241

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



01/08/2016

VICTOR ESPINOLA
PO BOX 540241
GREENACRES, FL 33454-0241

You Could Lose Your Home

Account: [REDACTED] (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

- 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

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd. New York, NY 10039	212-281-4887 ext. 206 or 231
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399
	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	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	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 Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue, Suite 7800 Central Islip, NY 11722	631-647-3765 ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 ext. 383
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N Hauppauge, NY 11749	1-888-354-6332 ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305 Hauppauge, NY 11788	888-776-6738
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 or 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

HOUSING COUNSELING AGENCIES – NEW YORK

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

As of 06/01/2015

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



01/08/2016

[REDACTED]
VICTOR ESPINOLA
PO BOX 540241
GREENACRES, FL 33454-0241

You Could Lose Your Home

Account: [REDACTED] (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

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd. New York, NY 10039	212-281-4887 ext. 206 or 231
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399
	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	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	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 Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue, Suite 7800 Central Islip, NY 11722	631-647-3765 ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 ext. 383
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N Hauppauge, NY 11749	1-888-354-6332 ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305 Hauppauge, NY 11788	888-776-6738
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 or 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

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

- 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

RECEIVED NYSCEF: 10/10/2017

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd. New York, NY 10039	212-281-4887 ext. 206 or 231
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399
	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	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227
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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

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

HOUSING COUNSELING AGENCIES – NEW YORK

Steuben	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487
	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 Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue, Suite 7800 Central Islip, NY 11722	631-647-3765 ext. 1204 or 1205
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 ext. 383
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn, NY 11740	631-754-0373
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236
	Debt Counseling Corp.	3033 Express Dr. N Hauppauge, NY 11749	1-888-354-6332 ext. 316
	Safeguard Credit Counseling, Inc.	67 Salonga Rd. Northport, NY 11768	1-800-673-6933
	Greenpath	1300 Veterans Memorial Hwy, Suite 305 Hauppauge, NY 11788	888-776-6738
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 or 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

HOUSING COUNSELING AGENCIES – NEW YORK

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

As of 06/01/2015

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

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



03/22/2016

[REDACTED]
VICTOR ESPINOLA
PO BOX 540241
GREENACRES, FL 33454-0241

Acceleration Warning (Notice of Intent to Foreclose)

Account: [REDACTED] (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.

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.

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

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: [REDACTED] (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.

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.

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

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

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

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Plaintiff,

-vs-

AFFIDAVIT OF NON MILITARY
SERVICE

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, 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

5 day of October, 2017


Notary Public

MARIA KRISTINE DOUKAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DO6327329
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,

-VS-

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

Defendants.

AFFIDAVIT OF NON MILITARY
SERVICE

Index No. 51459/2016

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, 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
5 day of OCTOBER, 20 17


Notary Public

MARIA KRISTINE DOUKAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DO6327329
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,

-vs-

AFFIDAVIT OF NON MILITARY
SERVICE

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
5 day of OCTOBER, 2017


Notary Public

MARIA KRISTINE DOUKAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DO6327329
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,

-vs-

AFFIDAVIT OF NON MILITARY
SERVICE

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.

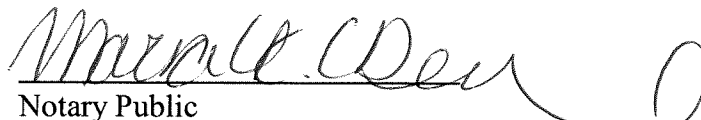
The following was determined: The Defendant () WAS (X) WAS NOT in the active military service on the above referenced date.

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

Sworn to before me this
5 day of October, 20 17


Notary Public

MARIA KRISTINE DOUKAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DO6327329
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,

-vs-

AFFIDAVIT OF NON MILITARY
SERVICE

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.:

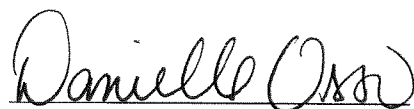
I, Danielle Osso, being duly sworn, deposes and says:

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, 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 this
5 day of OCTOBER, 2017


Notary Public

MARIA KRISTINE DOUKAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DO6327329
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,

-vs-

AFFIDAVIT OF NON MILITARY
SERVICE

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, 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
QSLSN036

Sworn to before me this
5 day of October, 2017


Notary Public

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

Department of Defense Manpower Data Center

**Status Report
Pursuant to Servicemembers Civil Relief Act**

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

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

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

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

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.

Department of Defense Manpower Data Center

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

SCRA 4.0

**Status Report
Pursuant to Servicemembers Civil Relief Act**

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

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

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

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

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.

Department of Defense Manpower Data Center

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

SCRA 4.0

**Status Report**
Pursuant to Servicemembers Civil Relief Act

SSN: [REDACTED]

Birth Date:

Last Name: ESPINOLA

First Name: VICTOR

Middle Name:

Status As Of: Oct-05-2017

Certificate ID: [REDACTED]

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

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

NYSCEF DOC. NO. 33

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.



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: [REDACTED]

Birth Date: [REDACTED]

Last Name: ESPINOLA

First Name: VICTOR

Middle Name:

Status As Of: Oct-05-2017

Certificate ID: [REDACTED]

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

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

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

NYSCEF DOC. NO. 33

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.

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

FILED: DUTCHESS COUNTY CLERK 07/08/2016 09:01 AM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 18

RECEIVED NYSCEF: 07/08/2016

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: QCH 1924

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index Number: 2016-51459

Date Filed: June 23, 2016

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Victor Espinola a/k/a Victor M. Espinola, et al.

Defendant(s)/Respondent(s)

STATE OF FLORIDA, SS.: Wayne Pollack

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of Florida

That on the following date: 7/1/2016, at the following time: 6:35 AMat 8633 Club Estates Way, Lake Worth, FL 33467

deponent served the within

Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action, Section 1303 Notice printed on a colored paper that is other than the color of the Summons and Complaint and RPAPL Section 1320 Notice

☒ Papers so served were properly endorsed with the Index Number and date of filing.☐ Served at principal dwelling place.Upon: Victor Espinola a/k/a Victor M. Espinola☒ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.☐ Responsible Person By delivering to and leaving with _____ a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's Relationship
[] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on _____☐ Corporation LLC / LLP By delivering to and leaving with _____ said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:
1) _____ at _____ 3) _____ at _____ 5) _____ at _____
2) _____ at _____ 4) _____ at _____ 6) _____ at _____☒ Description of Recipient Sex: Male Color of skin: TAN Color of hair: Black Age: 50+ Height: 5'9
Weight: 200 Other Features: Hispanic☐ Witness Fees advanced payment was made.☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.☐ OtherSworn to before me on July 6, 2016

NOTARY PUBLIC

PROCESS SERVER - PRINT NAME BELOW SIGNATURE

Wayne Pollack
PROCESS SERVER LICENSE # 8576

Work Order # _____

PZ

PAPER CHASE NY, LLC, 349 W. COMMERCIAL ST., SUITE 1150, EAST ROCHESTER, NY 14445

FRANCES E. DIXON
NY COMMISSION # FF 100365
EXPIRES: July 8, 2018
Bonded thru Budget Notary Services

FILED: DUTCHESS COUNTY CLERK 07/08/2016 09:01 AM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33, CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

RECEIVED NYSCEF: 07/08/2016

Client's File No.: QCH 1924

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index No.: 2016-51459

JPMorgan Chase Bank, National Association

**AFFIDAVIT OF
COMPLIANCE WITH
REQUIREMENT OF
ADDITIONAL NOTICE OF
ACTION PURSUANT TO
CPLR §3215 (G) (3) OR (G)
(4)**

VS.

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

Defendants

STATE OF NEW YORK)
COUNTY OF MONROE) SS.

Paula Zahariadis, being duly sworn, deposes and says:

That deponent is not a party to this action, is over 18 years of age and 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. Espinola, the defendant
herein, properly enclosed in an envelope addressed to said defendant at defendant'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 depository under the exclusive
care and custody of the United States Postal Service at East Rochester, NY 14445.

Sworn to before me this

7th day of

July, 2016.

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 ROCHESTER, NY 14445

Paula Zahariadis

PZ

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 5

RECEIVED NYSCEF: 07/06/2016
FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: QCH 1924

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index Number: 2016-51459

Date Filed: June 23, 2016

JPMorgan Chase Bank, National Association

Plaintiff

vs

Victor Espinola a/k/a Victor M. Espinola, et al.

Defendant

STATE OF NEW YORK, COUNTY OF DUTCHESS, SS.:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: July 5, 2016, at the following time: 4:11 PM, at 11 Raymond Avenue, Poughkeepsie, NY 12601 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

☒ Papers so served were properly endorsed with the Index Number and date of filing.

Upon: The Board of Managers of White Gate Condominium c/o Associa NY

☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.

☐ Responsible Person By delivering to and leaving with _____ Relationship _____
a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's
[] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode

☐ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on _____

☒ Corporation By delivering to and leaving with Peggy Burguiere said individual to be Director of Associa Management
LLC / LLP who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment
[] last known address within the State. [] usual place of abode

☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:

1) _____ at _____ 4) _____ at _____ 7) _____ at _____
2) _____ at _____ 5) _____ at _____ 8) _____ at _____
3) _____ at _____ 6) _____ at _____ 9) _____ at _____

Description of Recipient Sex: Female Color of skin: White Color of hair: Black Age: 46 - 60 Height: 4'10 - 5'4
Weight: 115 - 145 Other Features: Glasses

☐ Witness Fees advanced payment was made.

☐ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.

☐ Other

Sworn to before me on July 6, 2016

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

Ricky Espinal
PROCESS SERVER LICENSE # _____

Work Order # _____

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 7

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

RECEIVED NYSCEF: 07/06/2016

AFFIDAVIT OF SERVICE

Client's File No.: QCH 1924

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESSIndex Number: 2016-51459
Date Filed: June 23, 2016

JPMorgan Chase Bank, National Association

vs

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

Defendant

STATE OF NEW YORK, COUNTY OF DUTCHESS, SS.:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the 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, NY 12590 deponent served the within

Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

☒ Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Doe 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.

☒ 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
[X] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode

☒ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on July 5, 2016

☐ Corporation LLC / LLP By delivering to and leaving with said individual to be
who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment
[] last known address within the State. [] usual place of abode

☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:

Description of Recipient Sex: Female Color of skin: White Color of hair: Brown/Gray Age: 58 - 72 Height: 4'11 - 5'5
Weight: 120 - 150 Other Features: _____

☐ Witness Fees advanced payment was made

☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.

☐ Other

Sworn to before me on July 5, 2016

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

Ricky Espinal
Ricky Espinal

PROCESS SERVER LICENSE # _____

Work Order # _____

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 13

RECEIVED NYSCEF: 07/06/2016

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF MAILING

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index No.: 2016-51459

JPMorgan Chase Bank, National Association

VS.

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

AFFIDAVIT OF MAILING
OF RPAPL 1303 NOTICE
TO TENANTFile No.:
QCH 1924

Defendants (s)

Address of Mortgaged Premises:
8 A White Gate Drive a/k/a 8 White
Gate Drive, Apt. A, Wappingers Falls,
NY 12590STATE OF NEW YORK
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 July, 2016 our deponent mailed the 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 true copy of said Notice was mailed in a postpaid, properly addressed envelope by certified mail - return receipt requested, as well 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, addressed to "occupant".

☒ The certified mailing was made to defendant/tenant known as: Doe a/k/a Michael Close

Certified Mail No. 70160750000015909099

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

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>.

2 of 2

[illegible]

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

PEIN; SBCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

RECEIVED NYSCEF: 07/06/2016

AFFIDAVIT OF SERVICE

Client's File No.: QCH 1924

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index Number: 2016-51459

Date Filed: June 23, 2016

JPMorgan Chase Bank, National Association

vs

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

Defendant

STATE OF NEW YORK, COUNTY OF DUTCHESS, SS.:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the 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, NY 12590 deponent served the within

Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

☒ Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Doe a/k/a Kimberly Townsend.

- ☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
- ☒ 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 ☒ dwelling place ☐ place of business/employment ☐ last known address within the State. ☐ usual place of abode
- ☒ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on July 5, 2016
- ☐ Corporation LLC / LLP By delivering to and leaving with said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
- ☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's ☐ dwelling place ☐ place of business/employment ☐ last known address within the State. ☐ usual place of abode
- ☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:

Description of Recipient Sex: Female Color of skin: White Color of hair: Brown/Gray Age: 58 - 72 Height: 4'11 - 5'5
Weight: 120 - 150 Other Features: _____

- ☐ Witness Fees advanced payment was made.
- ☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.
- ☐ Other

Sworn to before me on July 5, 2016

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

Ricky Espinal

PROCESS SERVER LICENSE # _____

Work Order # _____

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 14

RECEIVED NYSCEF: 07/06/2016

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF MAILING

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index No.: 2016-51459

JPMorgan Chase Bank, National Association

VS.

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

AFFIDAVIT OF MAILING
OF RPAPL 1303 NOTICE
TO TENANTFile No.:
QCH 1924

Defendants (s)

Address of Mortgaged Premises:
8 A White Gate Drive a/k/a 8 White
Gate Drive, Apt. A, Wappingers Falls,
NY 12590STATE OF NEW YORK
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 July, 2016 our deponent mailed the 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 true copy of said Notice was mailed in a postpaid, properly addressed envelope by certified mail - return receipt requested, as well 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, addressed to "occupant".

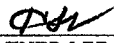
☒ The certified mailing was made to defendant/tenant known as: Doe a/k/a Kimberly Townsend

Certified Mail No. 70160750000015909105

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

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>.

2 of 2

7016 0750 0000 1590 9105

U.S. Postal Service [™]	
CERTIFIED MAIL [®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee	
<input type="checkbox"/> Return Receipt (hardcopy)	
<input type="checkbox"/> Return Receipt (electronic)	
<input type="checkbox"/> Certified Mail Restricted Delivery	
<input type="checkbox"/> Signature Required (hardcopy)	
<input type="checkbox"/> Signature Required (electronic)	
Total Postage and Fees	
Post to	
Send to/for No. or PO Box	
City, State, ZIP+4 [®]	
PS Form 3800, April 2013 Edition	

Do not affix Kimberly Townsend
8 A White Gate Drive
attn: 8 White Gate Drive, Apt. A,
Wappingers Falls, NY 12590

7016 0750 0000 1590 9105

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 9
FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590
RECEIVED NYSCEF: 07/06/2016

AFFIDAVIT OF SERVICE

Client's File No.: QCH 1924

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESSIndex Number: 2016-51459
Date Filed: June 23, 2016

JPMorgan Chase Bank, National Association

vs

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

Defendant

STATE OF NEW YORK, COUNTY OF DUTCHESS, SS.:

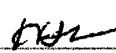
The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: June 30, 2016, at the following time: 8:10 PM, at 8 A White Gate Drive a/k/a 8 White Gate Drive, Apt. A, Wappingers Falls, NY 12590 deponent served the within

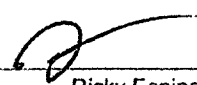
Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

☒ Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Doe a/k/a Jennifer Moore

☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.☒ Responsible Person By delivering to and leaving with Lois Muller, Co-Occupant Relationshipa true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's
[X] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☒ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on July 5, 2016☐ Corporation LLC / LLP By delivering to and leaving with said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:Description of Recipient Sex: Female Color of skin: White Color of hair: Brown/Gray Age: 58 - 72 Height: 4'11 - 5'5
Weight: 120 - 150 Other Features:☐ Witness Fees advanced payment was made.☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.☐ OtherSworn to before me on July 5, 2016


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


Ricky Espinal

PROCESS SERVER LICENSE #

Work Order # 1000000

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 15

RECEIVED NYSCEF: 07/06/2016

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF MAILING

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index No.: 2016-51459

JPMorgan Chase Bank, National Association

VS.

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

AFFIDAVIT OF MAILING
OF RPAPL 1303 NOTICE
TO TENANTFile No.:
QCH 1924

Defendants (s)

STATE OF NEW YORK
COUNTY OF DUTCHESS) SS.Address of Mortgaged Premises:
8 A White Gate Drive a/k/a 8 White
Gate Drive, Apt. A, Wappingers Falls,
NY 12590

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
July, 2016 our deponent mailed the 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 true copy of said Notice was
mailed in a postpaid, properly addressed envelope by certified mail - return receipt requested, as well
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, addressed to "occupant".

☒ The certified mailing was made to defendant/tenant known as: Doe a/k/a Jennifer Moore

Certified Mail No. 70160750000015909112

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

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>.

7016 0750 0000 1590 9112

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee \$ _____	Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ _____ <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____
Postage \$ _____	Total Postage and Fees \$ _____
Sent To _____	Street and Apt. No., or PO Box _____
City, State, ZIP+4 [®] _____	_____
PS Form 3800, April 2015 PSN 7530-02-000-9000-9000	

DOE
 8 A White Gate Drive
 Apt 8 White Gate Drive, Apt. A,
 Wappingers Falls, NY 12590

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 6

RECEIVED NYSCEF: 07/06/2016

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: QCH 1924

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESSIndex Number: 2016-51459
Date Filed: June 23, 2016

JPMorgan Chase Bank, National Association

vs

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

Defendant

STATE OF NEW YORK, COUNTY OF DUTCHESS, SS.:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the 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, NY 12590 deponent served the within

Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

☒ Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Doe a/k/a Lois Muller.

☒ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.

☐ Responsible Person By delivering to and leaving with _____ Relationship _____
a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's
[] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode

☐ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on _____

☐ Corporation LLC / LLP By delivering to and leaving with _____ said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode

☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:


Description of Recipient Sex: Female Color of skin: White Color of hair: Brown/Gray Age: 58 - 72 Height: 4'11 - 5'5
Weight: 120 - 150 Other Features: _____

☐ Witness Fees advanced payment was made.

☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.

☐ Other

Sworn to before me on July 5, 2016


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


Ricky Espinal

PROCESS SERVER LICENSE # _____

Work Order # 

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 07/06/2016

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF MAILING

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index No.: 2016-51459

JPMorgan Chase Bank, National Association

VS.

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

AFFIDAVIT OF MAILING
OF RPAPL 1303 NOTICE
TO TENANTFile No.:
QCH 1924

Defendants (s)

STATE OF NEW YORK
COUNTY OF DUTCHESS) SS.Address of Mortgaged Premises:
8 A White Gate Drive a/k/a 8 White
Gate Drive, Apt. A, Wappingers Falls,
NY 12590

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
July, 2016 our deponent mailed the 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 true copy of said Notice was
mailed in a postpaid, properly addressed envelope by certified mail - return receipt requested, as well
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, addressed to "occupant".

☒ The certified mailing was made to defendant/tenant known as: Doe a/k/a Lois Muller

Certified Mail No. 70160750000015909129

Sworn to before me this

5th day of July, 2016

Rachel Jurkowski


HEATHER LEE LAWSONNOTARY 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>.

2 of 2

[illegible]

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 10

RECEIVED NYSCEF: 07/06/2016

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: QCH 1924

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index Number: 2016-51459

Date Filed: June 23, 2016

JPMorgan Chase Bank, National Association

vs

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

Defendant

STATE OF NEW YORK, COUNTY OF DUTCHESS, SS.:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the 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, NY 12590 deponent served the within

Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

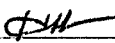
☒ Papers so served were properly endorsed with the Index Number and date of filing.


Upon: Doe a/k/a George Muller

☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.☒ Responsible Person By delivering to and leaving with Lois Muller, Co-Occupant Relationshipa true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's
[X] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☒ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on July 5, 2016☐ Corporation LLC / LLP By delivering to and leaving with said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:

Description of Recipient Sex: Female Color of skin: White Color of hair: Brown/Gray Age: 58 - 72 Height: 4'11 - 5'5
Weight: 120 - 150 Other Features: _____

☐ Witness Fees advanced payment was made.☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.☐ OtherSworn to before me on July 5, 2016


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


Ricky Espinal

PROCESS SERVER LICENSE # _____

Work Order # _____

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 16

RECEIVED NYSCEF: 07/06/2016

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF MAILING

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index No.: 2016-51459

JPMorgan Chase Bank, National Association

VS.

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

AFFIDAVIT OF MAILING
OF RPAPL 1303 NOTICE
TO TENANTFile No.:
QCH 1924

Defendants (s)

STATE OF NEW YORK
COUNTY OF DUTCHESS) SS.Address of Mortgaged Premises:
8 A White Gate Drive a/k/a 8 White
Gate Drive, Apt. A, Wappingers Falls,
NY 12590

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
July, 2016 our deponent mailed the 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 true copy of said Notice was
mailed in a postpaid, properly addressed envelope by certified mail - return receipt requested, as well
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, addressed to "occupant".

☒ The certified mailing was made to defendant/tenant known as: Doe a/k/a George Muller

Certified Mail No. 70160750000015909136

Sworn to before me this

5th day of July, 2016

Rachel Jurkowski


HEATHER LEE LAWSONNOTARY 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>.

7016 0750 0000 1590 9136

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
 Total Postage and Fees \$
 Sent To: \$

City, State, ZIP+4[®] **Alka George Muller**
Alka & White Gate Drive
Wappingers Falls, NY 12590

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

FILED: DUTCHESS COUNTY CLERK 07/06/2016 08:14 PM

INDEX NO. 2016-51459

NYSCEF DOC. NO. 11

FEIN, SUCH & CRANE, LLP - SOUTHERN PARTNER - 1400 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

RECEIVED NYSCEF: 07/06/2016

AFFIDAVIT OF MAILING

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

Index No.: 2016-51459

JPMorgan Chase Bank, National Association

VS.

Plaintiff

Victor Espinola a/k/a Victor M. Espinola, et al.

AFFIDAVIT OF MAILING
OF RPAPL 1303 NOTICE
TO TENANTFile No.:
QCH 1924

Defendants (s)

STATE OF NEW YORK
COUNTY OF DUTCHESS) SS.Address of Mortgaged Premises:
8 A White Gate Drive a/k/a 8 White
Gate Drive, Apt. A, Wappingers Falls,
NY 12590

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
July, 2016 our deponent mailed the Notice required by RPAPL
1303, of which Notice printed on colored paper.

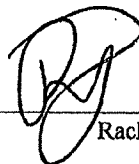
That the premises has less than five units and the identity of the tenants are known and the mailing was
made under the exclusive care of the United States Postal Service. A true copy of said Notice was
mailed in a postpaid, properly addressed envelope by certified mail - return receipt requested, as well
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, addressed to "occupant".

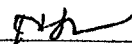
☐ The certified mailing was made to defendant/tenant known as: _____

Certified Mail No. _____

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

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>.

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

INDEX NO. 2016-51459

NYSCEF DOC. NO. 33

RECEIVED NYSCEF: 10/10/2017

**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 9, 2016



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

Title No. [REDACTED]

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

South 87 degrees 25 minutes 20 seconds east 249.80 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 Suchok;

THENCE continuing along the said New Hamburg-Hopewell Road South 64 degrees 34 minutes 40 seconds east 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. [REDACTED]

**SCHEDULE A - CONTINUED
DESCRIPTION OF MORTGAGED PREMISES**

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 Hamburg-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 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 48.88 feet to a point;

North 79 degrees 28 minutes 00 seconds west 78.32 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 88.97 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.: [REDACTED]

**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 188.00 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 08 minutes 20 seconds west 75.40 feet to a point;

North 1 degree 18 minutes 30 seconds east 108.40 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.

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

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 copy of a
entered in the office of the clerk of the within named Court on 20
- ☐ that an Order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court,
at
on 20 , at M.

Dated:

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

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

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing 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 www.dfs.ny.gov.

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 9, 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

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.

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

Tenth: That the defendant(s), 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


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

SCHEDULE "A" - DEFENDANTSDEFENDANTSCAPACITY

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.

SCHEDULE "B"

-NONE-

SCHEDULE "C"

5NNY
W09

NOTE

DECEMBER 10, 2007
(Date)WESTBURY
(City)NEW YORK
(State)8 WHITE GATE DRIVE, UNIT A, WAPPINGERS FALLS, NY 12590
(Property Address)

1. BORROWER'S PROMISE TO PAY

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 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 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

5NNY (0008)

Form 3233 1/01

VMP MORTGAGE FORMS - (800)821-7281

Page 1 of 3

Initials:

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.

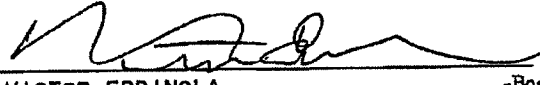
10. UNIFORM SECURED NOTE

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.

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.

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

(Sign Original Only)

Pay to the order of

Without Recourse
WASHINGTON MUTUAL BANK, FA

By 
CYNTHIA RILEY
VICE PRESIDENT

SCHEDULE "D"

DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

WASHINGTON MUTUAL BANK
2210 ENTERPRISE DR
DOC OPS M/S FSCE 440
FLORENCE SC 29501

RECORDED: 01/24/2008

AT: 15:38:33

DOCUMENT #: 01 2008 970

RECEIVED FROM: UNLIMITED ABSTRACT LLC

MORTGAGOR: ESPINOLA VICTOR
MORTGAGEE: WASHINGTON MUTUAL BANK FA

RECORDED IN: MORTGAGE
INSTRUMENT TYPE:

TAX
DISTRICT: WAPPINGER

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 102.00 NUMBER OF PAGES: 25

MORTGAGE AMOUNT: 50,000.00

MORTGAGE TYPE: 1-2 FAMILY RESIDENCE

COUNTY TAX: 250.00

MTA TAX: 120.00

SPECIAL ADDL TAX:

1-6 FAMILY TAX: 125.00

MORTGAGE TAX LOCAL: 125.00

TOTAL TAX: 620.00

*** DO NOT DETACH THIS
*** PAGE
*** THIS IS NOT A BILL

SERIAL NUMBER: CY012183

AFFIDAVIT: N

COUNTY CLERK BY: MOK /

RECEIPT NO: R05217

BATCH RECORD: C00060

BRADFORD KENDALL
County Clerk



Return To:

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

Prepared By:

KAREN STOPPERICH

title

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

VMP - B(NY) 0005101 Form 3033 1/01

Page 1 of 17

Initials: 

VMP Mortgage Solutions, Inc. (800) 521-7291

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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> 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.

Schedule A Description

Title Number [REDACTED]

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. 19-6157-16-899449-00 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 Hamburg-Hopewell Road, said point being the intersection of the southerly line of said New Hamburg-Hopewell Road with the easterly line of lands now or formerly of Brookhollow Builders, Inc. and running along the southerly line of the New Hamburg-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 Hamburg-Hopewell Road South 64 degrees 34 minutes 40 seconds east 110.23 feet to a point;

Continued On Next Page

Schedule A Description - continued

Title Number [REDACTED]

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 Hamburg-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:

Continued On Next Page

Schedule A Description - continued

Title Number [REDACTED]

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.

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 8 WHITE GATE DRIVE, UNIT A

WAPPINGERS FALLS
This Property is in DUTCHESS
description:

[City, Town or Village], New York 12590 [Street]
County. It has the following legal [Zip Code].

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.

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.

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.

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

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

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.

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

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 earned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

(a) Borrower's Obligations.

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

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

(b) Lender's Rights.

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

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

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

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

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

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

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

provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

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

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

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

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable

Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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.



ZNY2

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

- ☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only. ✓
- ☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.
- ☐ This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 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_____

(Seal)
-Borrower_____

(Seal)
-Borrower_____

(Seal)
-Borrower_____

(Seal)
-Borrower

STATE OF ~~NEW YORK~~ ^{FLORIDA}

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

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.



Notary Public

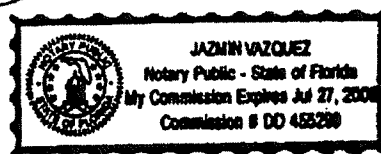
Tax Map Information:

"UNIFORM ACKNOWLEDGEMENT"STATE OF Florida)

) SS.:

COUNTY OF Palm Beach

On the 11th day of December in the year 2007, before me, the undersigned, personally appeared VICTOR ESPINDOLA 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 FloridaCommission Expires: 7/27/09

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

VMF-88 (0008)

Form 3140 1/01

Page 1 of 3

Initials: 

VMFMORTGAGEFORMS-(800)821-7291

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.

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.

-Borrower (Seal)


-Borrower (Seal)

VICTOR ESPINOLA

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

**Dutchess County Clerk Recording Page**

Record & Return To:

NATIONWIDE TITLE CLEARING
2100 ALT 19 NORTH
PALM HARBOR, FL 34883

Date Recorded: 3/28/2018
Time Recorded: 10:03 AM
Document #: 01-2018-531A

Received From: NATIONWIDE TITLE CLEARING

Assignor: WASHINGTON MUTUAL BANK
Assignee: JPMORGAN CHASE BANK NATL ASSOC

Recorded In: ASSIGNMENT OF MORTGAGE
Instrument Type: ASSN
Original Mortgagor: ESPINOLA VICTOR

Examined and Charged As Follows :

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




Bradford Kendall
County Clerk



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

Loan #: [REDACTED]

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), WHOSE ADDRESS IS 1601 BRYAN STREET, DALLAS, TX 75201, AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK FKA/WASHINGTON MUTUAL BANK, FA, (ASSIGNOR) by these presents does convey, grant, assign, transfer and set over the described Mortgage, to 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 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 0000, MONROE, LA 71203 (660) 755-3747, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Mortgage 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 Book s/a, Page n/a and Instrument # 01 2008 970 in the office of the Registry of DUTCHESS County, NY.

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

This mortgage(s) has not been assigned of record.

This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

This Assignment is intended to further memorialize the transfer that occurred by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(iii) of the Federal Deposit Insurance Act, 12 U.S.C. § 1821 (d)(2)(G)(iii).

IN WITNESS WHEREOF, this Assignment is executed on 03/07/2016 (MM/DD/YYYY).
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ATTORNEY IN FACT FOR THE
FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL
BANK FKA/WASHINGTON MUTUAL BANK, FA

By: Judy G. Jackson
Judy G. Jackson
Vice President

By: [Signature] Witness

STATE OF LOUISIANA, PARISH OF OUACHITA
Before me, on 03/07/2016 (MM/DD/YYYY), the undersigned, personally appeared
Judy G. Jackson as Vice President
for
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ATTORNEY IN FACT FOR THE
FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL
BANK FKA/WASHINGTON MUTUAL BANK, FA, 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 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.

[Signature]
Angela Puth Payne
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

ANGELA PUTH PAYNE
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 00428

Document Prepared By: Judy G. Jackson JPMorgan Chase Bank, N.A., 700 Kansas Lane,
Suite A, Monroe, LA, 71203, 800-401-6587
Property ID(S/B/L): [REDACTED]

IPCAS [REDACTED] \$50.50 [REDACTED] (C-11) [REDACTED]

SCHEDULE "E"

Principal Balance \$44,077.26
Date of Default: January 1, 2016
Interest rate (Fixed) 6.125%

STATE OF NEW YORK
SUPREME COURT COUNTY OF DUTCHESS

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Index No.

Plaintiff,

-vs-

**CERTIFICATE OF MERIT
PURSUANT TO N.Y. C.P.L.R. §
3012-b**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,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:

June 22, 2014

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

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.

.....
Attorneys(s) for

PLEASE TAKE NOTICE

- ☐ that the within a (certified) true copy of a
entered in the office of the clerk of the within named Court on 20
- ☐ that an Order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court,
at
on 20 , at M.

Dated:

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

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

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

FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY RD 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.

Dated: September 28, 2017

Signature: 
Print Signer's Name: MICHAEL GINDI, ESQ.

Service of a copy of the within _____ is hereby admitted.
Dated: _____

Attorneys(s) for

PLEASE TAKE NOTICE

- ☐ that the within a (certified) true copy of a _____ 20
entered in the office of the clerk of the within named Court on
☐ that an Order of which the within is a true copy will be presented for settlement to the
Hon. _____ one of the judges of the within named Court,
at _____
on _____ 20 , at M.

Dated: _____

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