

Exhibit 2

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----x Index #: 25477/2009

US Bank National Association, as Trustee for Mortgage Pass-Through Certificates, Series 2006-F

Plaintiff,

-against-

Michael Krichevsky, Capital Resources Corporation, National City Bank, New York City Environmental Control Board, New York City Parking violations Bureau, New York City Transit Adjudication Bureau, John Doe (Said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest or lien upon the mortgaged premises.)

and "JOHN DOE #1" through "JOHN DOE #10", the last ten names being fictitious and unknown to the plaintiff, the person or parties intended being the persons or parties, if any, having or claiming an interest in or lien upon the Mortgage premises described in the Complaint,

Defendants.

-----x
REDACTION COVER PAGE

CHECK ALL THAT APPLY:

- The document filed contains no confidential personal information, as defined in 22 NYCRR 202.5(e)
- The document filed is REDACTED in accordance with 22 NYCRR 202.5(e).
- The document filed is UN-REDACTED in accordance with 22 NYCRR 202.5(e).
- (a) The document filed contains SSN (as authorized by the order specified below)
- (b) The document filed contains confidential personal information as defined under 22 NYCRR 202.5 (e) (as authorized by the order specified below).
- This document was previous filed REDACTED.
Date: _____
- This document was previously filed UN-REDACTED.
Date: _____
- The document filed seeks a remedy under 22 NYCRR 202.5(e)(2).
- The document filed seeks remedy under 22NYCRR 202.5(e)(3).
- Additional information: _____
- There is a previously filed order of the Court regarding this document: No
- Date of order: _____
- Date order filed: _____
- Other identifying information for such order: _____

The order of the Court is being filed with the redacted/un-redacted document: No

Date of order: _____

Other identifying information for such order: _____

Signature of filer: 

Print Name: Lolita Stanley

Counsel appearing for: US Bank National Association, as Trustee for Mortgage Pass-Through Certificates, Series 2006-F

Filer is unrepresented/Pro se: No

Date: October 1, 2015

At Part ____ of the Supreme Court of the State of New York, held in and for the County of Kings at the Courthouse thereof, at Kings County Supreme Court, 360 Adams Street, Brooklyn, NY 11201 on the ____ day of _____, 2015.

PRESENT:

HONORABLE _____, J.S.C.

US Bank National Association, as Trustee for Mortgage Pass-Through Certificates, Series 2006-F

Index No.: 25477/2009

Plaintiff,

ORDER

-against-

Michael Krichevsky, Capital Resources Corporation, National City Bank, New York City Environmental Control Board, New York City Parking Violations Bureau, New York City Transit Adjudication Bureau,

John Doe (Said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest or lien upon the mortgaged premises.)

Defendants.

X

Plaintiff, US Bank National Association, as Trustee for Mortgage Pass-Through Certificates, Series 2006-F having moved this court for an order discontinuing this action and canceling the notice of pendency of record and the said motion having regularly come on to be heard on _____ and no appearance having been required or made by the attorneys for the parties herein and upon submission and due deliberation having been had thereon.

NOW, upon reading and filing the Summons, Complaint and Notice of Pendency duly filed on October 8, 2009, the affirmation of Kristin Bolduc dated September 30, 2015 and all the prior papers and proceedings had herein from which it appears that this is an action to foreclose a mortgage on property located at 4221 Atlantic Avenue Brooklyn, NY 11224.

NOW, on motion of Frenkel, Lambert, Weiss, Weisman & Gordon, LLP, attorneys for the plaintiff, it is hereby

ORDERED, that the above entitled action is hereby discontinued pursuant to CPLR 3217(b), without prejudice to recommencement pursuant to CPLR 205(a) or otherwise, and the Notice of Pendency is canceled without costs to either party as against the other; and it is further

ORDERED, that the Clerk of the County of Kings is hereby directed, upon payment of the proper fees, if any, to cancel and discharge of record the Notice of Pendency filed in this action on October 8, 2009 against the premises known as 4221 Atlantic Avenue Brooklyn, NY 11224 identified on the tax map of Kings County as Block 7026, Lot 53, and said Clerk is hereby directed to enter upon the margin of record of same a notice of cancellation referring to this Order.

ENTER:

J.S.C.

Index # 25477/2009

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

US Bank National Association, as Trustee for Mortgage Pass-Through Certificates, Series 2006-F

Plaintiff,

-against-

Michael Krichevsky, Capital Resources Corporation, National City Bank, New York City Environmental Control Board, New York City Parking Violations Bureau, New York City Transit Adjudication Bureau,

John Doe (Said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest or lien upon the mortgaged premises.)

Defendants.

ORDER CANCELING NOTICE OF PENDENCY AND DISCONTINUING ACTION

Frenkel, Lambert, Weiss, Weisman & Gordon, LLP
Attorneys for Plaintiff
Main Office
53 Gibson Street
Bay Shore, New York 11706
(631) 969-3100
Fax (631) 982-4512
Our File No.: 01-051186-F00

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X **Index #: 25477/2009**

US Bank National Association, as Trustee for Mortgage
Pass-Through Certificates, Series 2006-F

Plaintiff,

AFFIDAVIT OF SERVICE
BY MAIL

-against-

Michael Krichevsky, Capital Resources Corporation,
National City Bank, New York City Environmental Control
Board, New York City Parking Violations Bureau, New
York City Transit Adjudication Bureau,

John Doe (Said name being fictitious, it being the intention
of Plaintiff to designate any and all occupants of premises
being foreclosed herein, and any parties, corporations or
entities, if any, having or claiming an interest or lien upon
the mortgaged premises.)

Defendants.

-----X

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

I, Lola Harvey, being duly sworn, deposes and says: deponent is not a party to the action,
is over 18 years of age and resides in Suffolk County, New York.

On October 1, 2015, deponent served the within Notice of Motion to Discontinue action
and cancel Notice of Pendency with Affirmation, supporting exhibits and proposed order on:

Michael Krichevsky
Pro Se Defendant
4221 Atlantic Avenue
Brooklyn, NY 11224

Capital Resources Corp
992 Clifton Avenue
Clifton, NJ 07013

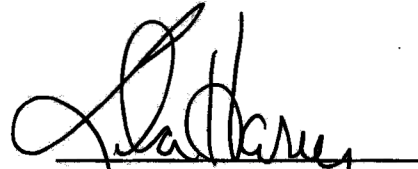
Fein, Such & Crane, LLP
Attn: Mark K. Broyles, Esq.
Attorney for National City Bank
28 East Main Street, Suite 1800
Rochester, NY 14614

New York City Environmental Control Board
100 Church Street
4th Floor
New York, NY 10007

New York City Parking Violations Bureau
100 Church Street, 4th Floor
New York, NY 10007

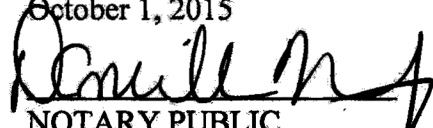
New York City Transit Adjudication Bureau
130 Livingston Street
Brooklyn, NY 11201

The above parties were served by depositing a true copy of same enclosed in a post-paid properly addressed wrapper, in a post office-official depository under the exclusive care and custody of the United States Postal Service within the State of New York.



Lola Harvey

Sworn to before me on this
October 1, 2015


NOTARY PUBLIC



MS

Gson

85

BB-8
1-6-16

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-X Index #: 25477/2009

US Bank National Association, as Trustee for Mortgage
Pass-Through Certificates, Series 2006-F

DA/P

Plaintiff,

NOTICE OF MOTION

-against-

Michael Krichevsky, Capital Resources Corporation, National
City Bank, New York City Environmental Control Board,
New York City Parking Violations Bureau, New York City
Transit Adjudication Bureau,

Handwritten notes and stamps:
- Circle with "MS" and "10/21"
- Signature: "John Doe"
- Stamp: "KINGS COUNTY CLERK FEE PD \$ 45.00"
- Stamp: "SUPREME COURT KINGS TRIAL TERM OFFICE MOTION SUPPORT OFFICE 2015 OCT -8 AM 11:17"

John Doe (Said name being fictitious, it being the intention of
Plaintiff to designate any and all occupants of premises being
foreclosed herein, and any parties, corporations or entities, if
any, having or claiming an interest or lien upon the mortgaged
premises.)

Defendants.

-X

MOTION:

FORECLOSURE

..., Lambert, Weiss,
& Gordon, LLP
Attorneys for Plaintiff

DATE, TIME:

November 4th, 2015 at 9:30 am

PLACE OF HEARING:

Kings County Supreme Court,
360 Adams Street,
Brooklyn, NY 11201

SUPPORTING PAPERS:

Affirmation of Kristin Bolduc, Esq.
and all pleadings and exhibits herein.

RELIEF REQUESTED:

For an Order canceling the Notice of
Pendency and discontinuing this
Foreclosure Proceeding.

KINGS COUNTY
SUPREME COURT
MOTION SUPPORT
APPROVED
DATE 10/8/15 TFN

[Faint, illegible text or stamp]

[Faint, illegible text or stamp]

TYPE OF ACTION:

FORECLOSURE

Dated: Williamsville, New York
September 30, 2015.

Yours, etc.,



Frenkel, Lambert, Weiss, Weisman & Gordon, LLP

By: Kristin Bolduc

Attorneys for Plaintiff

Main Office - 53 Gibson Street

Bay Shore, New York 11706

(631) 969-3100

Our File No.: 01-051186-F00

TO:

Michael Krichevsky

Pro Se Defendant

4221 Atlantic Avenue

Brooklyn, NY 11224

Capital Resources Corp

992 Clifton Avenue

Clifton, NJ 07013

Fein, Such & Crane, LLP

Attn: Mark K. Broyles, Esq.

Attorney for National City Bank

28 East Main Street, Suite 1800

Rochester, NY 14614

New York City Environmental Control Board

100 Church Street

4th Floor

New York, NY 10007

New York City Parking Violations Bureau

100 Church Street, 4th Floor

New York, NY 10007

New York City Transit Adjudication Bureau

130 Livingston Street

Brooklyn, NY 11201

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS-----X
US Bank National Association, as Trustee for Mortgage
Pass-Through Certificates, Series 2006-F

Index #: 25477/2009

Plaintiff,

AFFIRMATION

-against-

Michael Krichevsky, Capital Resources Corporation,
National City Bank, New York City Environmental Control
Board, New York City Parking Violations Bureau, New
York City Transit Adjudication Bureau,John Doe (Said name being fictitious, it being the intention
of Plaintiff to designate any and all occupants of premises
being foreclosed herein, and any parties, corporations or
entities, if any, having or claiming an interest or lien upon
the mortgaged premises.)Defendants.
-----X

Kristin Bolduc, an attorney duly admitted to practice law in the Courts of the State of New York, pursuant to CPLR §2106 and under the penalties of perjury, hereby affirms as follows:

1. I am an attorney with the firm Frenkel, Lambert, Weiss, Weisman & Gordon, LLP, attorneys for the plaintiff, and as such I am fully familiar with the facts of this case and the proceedings had herein. This affirmation is submitted in support of plaintiff's application for an order canceling the notice of pendency of record and discontinuing this foreclosure proceeding.

2. This is an action to foreclose a mortgage on property located at 4221 Atlantic Avenue Brooklyn, NY 11224. The Summons, Complaint and Notice of Pendency were duly filed in the Office of the Clerk of the County of Kings on October 8, 2009. Copies of the Summons, Complaint and Notice of Pendency are annexed hereto as Exhibit "A".

3. The time for all defendants served to answer the complaint has now expired. All of the defendants that are entitled to notice of this application have been served with notice of this application. Copies of all Answers and/or Notice(s) of Appearance served upon our office in this

action are annexed hereto as **Exhibit "B"**.

4. Plaintiff now seeks to cancel the notice of pendency and discontinue this action pursuant to CPLR 3217(b), without prejudice to recommencement pursuant to CPLR 205(a) or otherwise, because the Plaintiff has voluntarily elected not to proceed with the foreclosure action at this time and seeks to discontinue same.

5. There are no other pending motions currently before the Court.

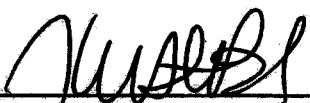
6. That no referee has been appointed to calculate the amount due the plaintiff.

7. Absent a showing of special circumstances, including prejudice to a substantial right of the defendant or other improper consequences, a motion for a voluntary discontinuance should be granted without prejudice. *See New York Mtge Trust, Inc. v. Dasdemir*, 116A.D.3d 679 (2d Dept. 2014). *See also American Tr. Ins. Co. v. Roberson*, 114 AD3d 821 (2d Dept. 2014)

8. That no prior application has been made for the relief requested herein.

WHEREFORE, it is respectfully requested that plaintiff's motion be granted in its entirety.

Dated: Williamsville, New York
September 30, 2015



Kristin Bolduc, Esq.

CERTIFICATION BY ATTORNEY

Kristin Bolduc, an attorney duly admitted to practice law before the Courts of the State of New York, an attorney with the firm of Frenkel, Lambert, Weiss, Weisman & Gordon, LLP, attorneys for the Plaintiff herein, pursuant to Uniform Rule Section 130-1.1-a and CPLR 2106, states as follows:

1. I hereby affirm, under the penalty of perjury and as an officer of the Court, that, to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the within paper or the contentions therein are not frivolous as defined in subsection (c) of section 130-1.1, including that the substance of the factual statements therein are not false.

Dated: Williamsville, New York
September 30, 2015



Kristin Bolduc
Frenkel, Lambert, Weiss, Weisman & Gordon, LLP

STATE OF NEW YORK
SUPREME COURT: COUNTY OF KINGS

US BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-F
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

SUMMONS

vs.

ORIGINAL FILED WITH THE
CLERK ON 10/18/09

MICHAEL KRICHEVSKY, CAPITAL RESOURCES
CORPORATION, NATIONAL CITY BANK, NEW
YORK CITY ENVIRONMENTAL CONTROL BOARD,
NEW YORK CITY PARKING VIOLATIONS
BUREAU, NEW YORK CITY TRANSIT
ADJUDICATION BUREAU,

INDEX NO.: 25477/09

MORTGAGED PREMISES:
4221 ATLANTIC AVENUE
BROOKLYN, NY 11224

JOHN DOE (Said name being fictitious,
it being the intention of Plaintiff to
designate any and all occupants of
premises being foreclosed herein, and
any parties, corporations or entities,
if any, having or claiming an interest
or lien upon the mortgaged premises.)

SBL #:
BLOCK 7026, LOT 53

Defendant(s).

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner 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 hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

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


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

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

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

Kings County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

DATED: October 7, 2009

By: 
Michael J. Wrona, Esq.
Steven J. Baum, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway Suite G
Amherst, NY 14228
Tel.: 716-204-2400

The law firm of Steven J. Baum, P.C. and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

STATE OF NEW YORK
SUPREME COURT: COUNTY OF KINGS

-----X
US BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-F
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

COMPLAINT

MICHAEL KRICHEVSKY, CAPITAL RESOURCES
CORPORATION, NATIONAL CITY BANK, NEW
YORK CITY ENVIRONMENTAL CONTROL BOARD,
NEW YORK CITY PARKING VIOLATIONS
BUREAU, NEW YORK CITY TRANSIT
ADJUDICATION BUREAU,

INDEX NO.: 25477/09
MORTGAGED PREMISES:
4221 ATLANTIC AVENUE
BROOKLYN, NY 11224

JOHN DOE (Said name being fictitious,
it being the intention of Plaintiff to
designate any and all occupants of
premises being foreclosed herein, and
any parties, corporations or entities,
if any, having or claiming an interest
or lien upon the mortgaged premises.)

SBL #:
BLOCK 7026, LOT 53

Defendant(s).
-----X

The Plaintiff by its attorneys, Steven J. Baum, P.C., for its complaint against the Defendant(s) alleges upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION:

FIRST: Plaintiff is a national banking association duly organized and existing under and by virtue of the laws of the United States of America and having its principal place of business in Cincinnati, OH, and the owner and holder of a note and mortgage being foreclosed.

SECOND: On or about the 14th day of December, 2005, MICHAEL KRICHEVSKY duly executed and delivered an adjustable rate note whereby MICHAEL KRICHEVSKY promised to pay the sum of \$747,600.00 with interest on the unpaid balance of the debt.

THIRD: That as security for the payment of said note MICHAEL KRICHEVSKY duly executed and delivered a mortgage in the amount of \$747,600.00 which mortgage was recorded as follows and mortgage tax paid thereon:

Recording Date: December 21, 2005
Instrument Number: 2005000701375
County (or City Register of): Kings

The mortgage was subsequently assigned to US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-F by assignment dated the 25th day of August, 2009 and sent for recording in the Office of the Clerk of Kings County.

FOURTH: The mortgaged premises are commonly known as 4221 ATLANTIC AVENUE, BROOKLYN, NY 11224 and more fully described in "Schedule A" attached to this complaint. The tax map designation is known as all or part of SBL: Block 7026, Lot 53.

FIFTH: That the Defendant(s) MICHAEL KRICHEVSKY so named, has/have failed to comply with the conditions of the mortgage and note by failing to pay principal and interest and/or taxes, assessments, water rates, insurance premiums, escrow and/or other charges that came due and payable on the 1st day of May, 2009 as more fully set forth below. Accordingly, Plaintiff elects to call due the entire amount secured by the mortgage.

SIXTH: There is now due and owing on said mortgage the following amounts:

Principal balance: \$746,256.13
Interest Rate: 6.5%
Date interest accrues from: April 1, 2009
Escrow balance: \$160.68
Late charges: \$323.36
Inspection fees: \$15.00

Together with monies advanced for taxes, insurance, maintenance of premises and the costs, allowances and reasonable attorney's fees if permitted by the mortgage. The interest rate stated above may change in accordance with the adjustable rate feature of the note or loan agreement.

SEVENTH: In order to protect its security interest the Plaintiff or its agent has paid or may be compelled to pay during the pendency of this action, taxes, assessments, water rates, insurance premiums and other charges affecting the mortgaged premises. Plaintiff requests that any sums it or its agent has paid, together with interest, be included in the sum otherwise due as provided for and secured by the mortgage.

EIGHTH: Upon information and belief all the defendants herein have or claim to have some interest in or lien upon said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage, or has been paid or equitably subordinated to Plaintiff's mortgage, or has been duly subordinated thereto. The reason for naming said defendants is set forth in "Schedule B" that is attached to this complaint.

NINTH: The reason for naming any governmental agency or instrumentalities of the Federal, State or local government (however designated), is set forth in "Schedule C" that is attached to this complaint.

TENTH: Upon information and belief the defendant(s) "John Doe" are occupants of the premises being foreclosed, or may be any persons, corporations or entities who claim, or may claim, a lien or other interest against the premises.

ELEVENTH: If applicable, the mortgage originated in compliance with Banking Law Sections 595-a and 6-1 or 6-m and the Plaintiff has complied with all of the provisions of Section 595-a of the Banking law and any rules and regulations promulgated thereunder, Section 6-1 and 6-m of the Banking Law, and Section 1304 of the Real Property Actions and Proceedings Law.

TWELFTH: Plaintiff requests that in the event this action proceeds to judgment of foreclosure and sale, said premises be sold subject to: any state of facts an inspection of the premises would disclose or an accurate survey of the premises would show; covenants, restrictions, easements and public utility agreements of record, if any; building and zoning ordinances and possible violations of the same; any rights of tenants or persons in possession of the premises; any equity of redemption of the United States of America to redeem the premises within 120 days; prior mortgages and liens, if any. If the mortgage secures more than one parcel, Plaintiff requests the judgment of foreclosure provide for the sale of the parcels in a particular order to the extent necessary to satisfy the indebtedness.

THIRTEENTH: There are no other actions or pending proceedings at law to collect or enforce the note and mortgage.

AS AND FOR A SECOND CAUSE OF ACTION,
PLAINTIFF HEREBIN ALLEGES:

FOURTEENTH: Plaintiff repeats and re-alleges the allegations contained in Paragraphs "FIRST" through "THIRTEENTH", as though fully set forth herein.

FIFTEENTH: Upon information and belief, all the defendants herein have or claim to have some interest in or lien upon said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage, or has been paid or equitably subrogated to Plaintiff's mortgage, or has been duly subordinated thereto. The reason for naming said defendants is set forth in Schedule "B and/or C" that is attached to this complaint.

SIXTEENTH: It appears from the public records that Defendant CAPITAL RESOURCES CORPORATION holds a lien which is adverse to the Plaintiffs interest and which remains open of record as follows:

Recording date: May 28, 1986
Book/Page: 1818/323
(County of)(City Register of): Kings

Said mortgage was assigned by an Assignment of Mortgage recorded the 28th day of May, 1986 in Book 1818 at Page 332.

SEVENTEENTH: The interest of Plaintiff in the property is set forth in paragraph "FIRST", above.

EIGHTEENTH: Upon information and belief, all of the defendants are known, and none of them are infants, mentally retarded, mentally ill or alcohol abusers.

NINETEENTH: Upon information and belief, there are no persons not in being or ascertained at the commencement of this action who by any contingency contained in a devise or otherwise, could afterward become entitled to a beneficial estate or interest in the property involved in this action, and any judgment rendered herein will not and may not affect any such person not in being or not ascertained at the time of the commencement of this action.

TWENTIETH: The lien(s) of Defendant CAPITAL RESOURCES CORPORATION appears to be prior and adverse to the mortgage being foreclosed and is subject to be declared invalid and extinguished pursuant to Article 15 of the Real Property Actions and Proceedings Law.

TWENTY-FIRST: Plaintiff hereby requests that the Judgment of Foreclosure state the following:

Schedule C - Defendants

**NEW YORK CITY PARKING
VIOLATIONS BUREAU**

**Holder of possible judgments against Michael
Krichevsky.**

**NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD**

**Holder of possible judgments against Michael
Krichevsky.**

**NEW YORK CITY TRANSIT
ADJUDICATION BUREAU**

**Holder of possible judgments against Michael
Krichevsky, judgments cannot be certified since
docket books are missing.**

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

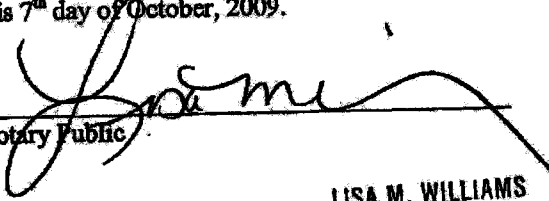
Michael J. Wrona, Esq., being duly sworn, deposes and says:

That your deponent is the attorney for the plaintiff, having an office at 220 Northpointe Parkway, Amherst, New York, and that he has read the foregoing Summons and Complaint and knows the contents thereof; that the same is true to his knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters your deponent believes it to be true. Deponent further states that the grounds of his belief as to all matters in the Complaint not stated to be upon his knowledge are based upon copies of documents and communications provided by my client.

That the reason this verification is made by your deponent instead of the Plaintiff is because the Plaintiff does not reside or have an office for the conduct of business within the County of Erie, which is the County where your deponent has his office.

By: 
Michael J. Wrona, Esq.

Subscribed and sworn to before me
this 7th day of October, 2009.


Notary Public

LISA M. WILLIAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NIAGARA COUNTY
MY COMMISSION EXPIRES 8/26/2010

STATE OF NEW YORK
SUPREME COURT: COUNTY OF KINGS

US BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-F
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

MICHAEL KRICHEVSKY, CAPITAL RESOURCES
CORPORATION, NATIONAL CITY BANK, NEW
YORK CITY ENVIRONMENTAL CONTROL BOARD,
NEW YORK CITY PARKING VIOLATIONS
BUREAU, NEW YORK CITY TRANSIT
ADJUDICATION BUREAU,

JOHN DOE (Said name being fictitious,
it being the intention of Plaintiff to
designate any and all occupants of
premises being foreclosed herein, and
any parties, corporations or entities,
if any, having or claiming an interest
or lien upon the mortgaged premises.)

Defendant(s).
_____X

**NOTICE OF PENDENCY OF
ACTION**

ORIGINAL FILED WITH THE
CLERK ON 10/8/09

INDEX NO.: 25477/09

MORTGAGED PREMISES:
4221 ATLANTIC AVENUE
BROOKLYN, NY 11224


SBL #:
BLOCK 7026, LOT 53

NOTICE IS HEREBY GIVEN, that an action has been commenced and is now pending in the Supreme Court of Kings County upon the Complaint of the above named Plaintiff against the above named Defendant(s) for the foreclosure of a mortgage bearing date the 14th day of December, 2005 executed by MICHAEL KRICHEVSKY to secure the sum of \$747,600.00, and recorded at Instrument No. 2005000701375 in the Office of the Clerk of the County of Kings, on the 21st day of December, 2005; which mortgage was duly assigned by assignment dated the 25th day of August, 2009, and sent for recording in the Office of the Clerk of Kings County;

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

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

DATED: October 7, 2009
SBL No.: Block 7026, Lot 53

By: 
Michael J. Wrona, Esq.
Steven J. Baum, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway Suite G
Amherst, NY 14228
Tel.: 716-204-2400

The law firm of Steven J. Baum, P.C. and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

PRIME TITLE SEARCH, LLC

Title No. PT-70347-09 [REDACTED]

**SCHEDULE A
DESCRIPTION**

Block 7026 and Lot 53

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated on map entitled "Map of Section A Norton Point" made by Font and Beach surveyors, 1894 and filed in the Office of Register Kings County, April 20, 1894, #351-352-353 in Block #7 of said map and described with reference to the private road, laid down on said map as follows:

BEGINNING at a point on the Northerly line of Atlantic Avenue on said map, 160 feet Westerly from the intersection of said Northerly line with the Westerly side of Beach 42nd Street;

RUNNING THENCE Westerly along the Northerly line of Atlantic Avenue as it curves to the Westerly line of lot 351 on said map;

THENCE Northerly along the Westerly line of lot 351 (which line is on a radius of the concentric curves of Atlantic and Surf Avenues); 100 feet to the middle line of block between Atlantic and Surf Avenues;

THENCE Easterly along the middle line of the block as it curves, 60 feet to the Westerly line of lot 354 on said map;

THENCE Southerly at right angles to Atlantic Avenue and along the Westerly line of said lot #354, 100 feet to the point or place of BEGINNING.

Premises known as 4221 Atlantic Avenue, Brooklyn, New York

SCHEDULE A

ORDERED, ADJUDGED AND DECREED, that the lien(s) which appear(s) to be prior and adverse to the mortgage being foreclosed, namely the lien of Defendant(s) CAPITAL RESOURCES CORPORATION, is/are hereby declared invalid and extinguished pursuant to RPAPL Article 15; and it is further

ORDERED, ADJUDGED AND DECREED, that Defendant CAPITAL RESOURCES CORPORATION and all persons or entities claiming by, through or under them, be and are hereby forever barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; and it is further

ORDERED, ADJUDGED AND DECREED, that the record be reformed to reflect that the lien of Defendant CAPITAL RESOURCES CORPORATION is invalid and extinguished; and it is further

AS AND FOR A THIRD CAUSE OF ACTION,
PLAINTIFF HEREBIN ALLEGES:

TWENTY-SECOND: Plaintiff repeats and re-alleges the allegations contained in Paragraphs "FIRST" through "TWENTY-FIRST", as though fully set forth herein.

TWENTY-THIRD : That the recorded mortgage, that is the subject of this action, accurately references the address of the property encumbered by the mortgage as: 4221 Atlantic Avenue, Brooklyn, New York.

TWENTY-FOURTH: That the legal description contained in deed dated December 14, 2005 and recorded on December 21, 2005 in City Register File No. (CRFN) 2005000701374 (attached hereto as Schedule A-1), accurately describes said property.

TWENTY-FIFTH: That the mortgage recorded December 21, 2005 in City Register File No. (CRFN) 2005000701375 did not have a legal description affixed thereto and the description contained in deed recorded on December 21, 2005 in City Register File No. (CRFN) 2005000701374 should be substituted to reflect the intent of the parties.

TWENTY-SIXTH: Plaintiff hereby requests reformation of the said mortgage recorded December 21, 2005 in City Register File No. (CRFN) 2005000701375 by Order of this Court as contained in a clause in the Judgment of Foreclosure stating the following:

ORDERED, that the legal description in the mortgage recorded December 21, 2005 in City Register File No. (CRFN) 2005000701375 is hereby reformed so that the property description reads as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated on map entitled "Map of Section A Norton Point" made by Font and Beach surveyors, 1894 and filed in the Office of Register Kings County, April 20, 1894, #351-352-353 in Block #7 of said map and described with reference to the private road, laid down on said map as follows:

BEGINNING at a point on the Northerly line of Atlantic Avenue on said map, 160 feet Westerly from the intersection of said Northerly line with the Westerly side of Beach 42nd Street;

RUNNING THENCE Westerly along the Northerly line of Atlantic Avenue as it curves to the Westerly line of lot 351 on said map;

THENCE Northerly along the Westerly line of lot 351 (which line is on a radius of the concentric curves of Atlantic and Surf Avenues); 100 feet to the middle line of block between Atlantic and Surf Avenues;


THENCE Easterly along the middle line of the block as it curves, 60 feet to the Westerly line of lot 354 on said map;

THENCE Southerly at right angles to Atlantic Avenue and along the Westerly line of said lot #354, 100 feet to the point or place of BEGINNING.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT:

1. Adjudging and decreeing the amounts due the Plaintiff for principal, interest, costs, late charges, expenses of sale, allowances and disbursements, reasonable attorney's fees if provided for in the mortgage and any monies advanced and paid which are secured by the mortgage.
2. That the defendants and all persons claiming by, through or under them and every other person or entity whose right, title, conveyance or encumbrance is subsequent to or subsequently recorded, or whose lien is being challenged by being a defendant in this action, be barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises.
3. That the said mortgaged premises, or such part thereof as may be necessary to raise the amounts due as aforesaid, be decreed to be sold according to law subject to the provisions of paragraph "TWELFTH" of this complaint.
4. That out of the monies arising from the sale thereof, the Plaintiff may be paid the amounts due on said note and mortgage, plus those items referenced in paragraph 1, above, together with any sums expended as aforesaid, with interest as allowed by law upon any advances from the dates of the respective payments, so far as the amount of such money properly applicable thereto will pay the same.
5. That either or any of the parties to this action may become a purchaser upon such sale.
6. That this court, if requested, forthwith appoint a receiver of the rents and profits of said premises with the usual powers and duties.
7. That the defendants referred to in paragraph "FIFTH" of this complaint and any original or subsequent obligors so named in this action, may be adjudged to pay any deficiency that may remain after applying all of said monies so applicable thereto, unless the debt has been listed and discharged in a bankruptcy petition, or unless the Plaintiff is unable to produce a copy of the note, in which case no deficiency judgment will be sought.
8. In the event Plaintiff possesses any other liens against the premises, they shall not be merged with the same. Plaintiff specifically reserves its right to share in any surplus monies arising from the sale of the subject premises by virtue of its position as a judgment or other lien creditor, excluding the mortgage being foreclosed herein.
9. That Defendant CAPITAL RESOURCES CORPORATION's interest in the mortgaged premises, and all persons or entities claiming by, through or under them, be declared invalid and extinguished, and that Defendant CAPITAL RESOURCES CORPORATION and all persons or entities claiming by, through or under them, be barred and foreclosed of and from all right, claim, lien, interest or equity or redemption in and to said mortgaged premises and that the plaintiff be granted reformation of the record to reflect said lien being extinguished.
10. Awarding the relief requested in the SECOND cause of action stated in this complaint.

- 11. Awarding the relief requested in the **THIRD** cause of action stated in this complaint.
- 12. That the Plaintiff may have such other and further relief as may be just, equitable and proper.

By: 
Michael J. Wrona, Esq.
Steven J. Baum, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway Suite G
Amherst, NY 14228
Tel.: 716-204-2400

The law firm of Steven J. Baum, P.C. and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

PRIME TITLE SEARCH, LLC

Title No. PT-70347-09 [REDACTED]

**SCHEDULE A
DESCRIPTION**

Block 7026 and Lot 53

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated on map entitled "Map of Section A Norton Point" made by Font and Beach surveyors, 1894 and filed in the Office of Register Kings County, April 20, 1894, #351-352-353 in Block #7 of said map and described with reference to the private road, laid down on said map as follows:

BEGINNING at a point on the Northerly line of Atlantic Avenue on said map, 160 feet Westerly from the intersection of said Northerly line with the Westerly side of Beach 42nd Street;

RUNNING THENCE Westerly along the Northerly line of Atlantic Avenue as it curves to the Westerly line of lot 351 on said map;

THENCE Northerly along the Westerly line of lot 351 (which line is on a radius of the concentric curves of Atlantic and Surf Avenues); 100 feet to the middle line of block between Atlantic and Surf Avenues;

THENCE Easterly along the middle line of the block as it curves, 60 feet to the Westerly line of lot 354 on said map;

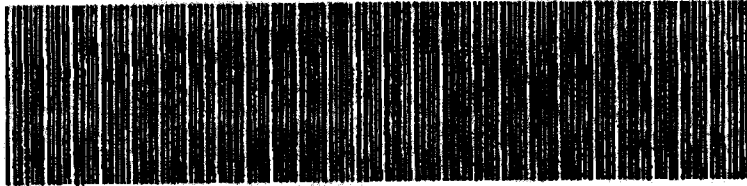
THENCE Southerly at right angles to Atlantic Avenue and along the Westerly line of said lot #354, 100 feet to the point or place of **BEGINNING**.

Premises known as 4221 Atlantic Avenue, Brooklyn, New York

SCHEDULE A

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

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



2005121500204001001E1EBA

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2005121500204001 Document Date: 12-14-2005 Preparation Date: 12-15-2005
 Document Type: DEED
 Document Page Count: 3

PRESENTER:
 ATLANTIC LAND/TITLE AND ABSTRACT, LTD.
 5417 18TH AVENUE
 BROOKLYN, NY 11204
 718-331-6400
 ATLANTICLTA@AOL.COM (AL2387K)

RETURN TO:
 FRANCIS X. TUZIO
 7412 18TH AVENUE
 BROOKLYN, NY 11204

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	7026 53	Entire Lot	4221 ATLANTIC AVENUE
Property Type: 1- 2 FAM WITH ATTCH GAR,OR VACANT LAND			

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:
 SAMUEL W. COHEN
 4505 BEACH 45TH STREET
 BROOKLYN, NY 11224

GRANTEE/BUYER:
 MICHAEL KRICHEVSKY
 120 OCBANA DRIVE W., APT 5D
 BROOKLYN, NY 11235

Additional Parties Listed on Continuation Page

FEEES AND TAXES

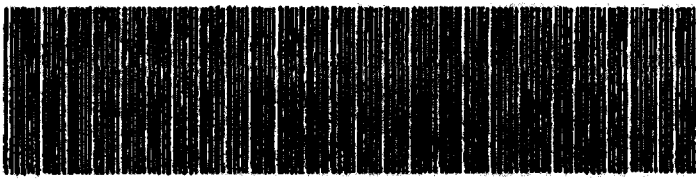
Mortgage		Recording Fee: \$	52.00
Mortgage Amount:	\$ 0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax Filing Fee:	\$ 75.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 3,738.00
TAXES: County (Basic):	\$ 0.00	RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 12-21-2005 12:54 City Register File No.(CRFN): 2005000701374	
City (Additional):	\$ 0.00		
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		

NYC HPD Affidavit in Lieu of Registration Statement



Quentin M. Hill
 City Register Official Signature

SCHEDULE A-1

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER	 2005121500204001001C1C3A	
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 5		
Document ID: 2005121500204001	Document Date: 12-14-2005	Preparation Date: 12-15-2005
Document Type: DEED		
PARTIES GRANTOR/SELLER: FRANCES COHEN 4505 BEACH 45TH STREET BROOKLYN, NY 11224		

SCHEDULE A-1

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 17th day of DECEMBER, 2005

BETWEEN
SAMUEL W. COHEN and FRANCES COHEN
4606 BEACH 45TH STREET
BROOKLYN, NEW YORK 11224

party of the first part, and
MICHAEL KRICHEVSKY
120 OCEANA DRIVE W., APT 5D
BROOKLYN, NEW YORK 11235

party of the second part,
WITNESSETH, that the party of the first part, in consideration of
TEN & 00/100 (\$10.00) dollars paid by the party of the second part,
does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the
party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the
SEE SCHEDULE 'A' ANNEXED HERETO.

County
Kings
Block: 7006
Lot: 53

PREMISES COMMONLY KNOWN AS:

42-21 ATLANTIC AVENUE
BROOKLYN, NEW YORK

BEING and intended to be the same premises conveyed to the party of the first part by deed dated
12/20/1993, and recorded in the Office of the City Registrar of Kings County 6203/1994 in Reel 3206 Page
1540.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all
the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the
premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of
the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything
whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the
first part will receive the consideration for this conveyance and will hold the right to receive such consideration
as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same
first to the payment of the cost of the improvement before using any part of the total of the estate for any other
purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so
requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above
written.

IN PRESENCE OF:

Samuel W. Cohen
SAMUEL W. COHEN

SCHEDULE A-1

Frances Cohen
FRANCES COHEN

Schedule A Description

Title Number AL2387K

Page 1

X ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated on map entitled "Map of Section A Norton Point" made by Font and Beach surveyors, 1894 and filed in the Office of Register Kings County, April 20, 1894, #351-352-353 in Block #7 of said map and described with reference to the private road, laid down on said map as follows:

BEGINNING at a point on the Northerly line of Atlantic Avenue on said map, 160 feet Westerly from the intersection of said Northerly line with the Westerly side of Beach 42nd Street;

RUNNING THENCE Westerly along the Northerly line of Atlantic Avenue as it curves to the Westerly line of lot 351 on said map;

THENCE Northerly along the Westerly line of lot 351 (which line is on a radius of the concentric curves of Atlantic and Surf Avenues); 100 feet to the middle line of block between Atlantic and Surf Avenues;

THENCE Easterly along the middle line of the block as it curves, 60 feet to the Westerly line of lot 354 on said map;

THENCE Southerly at right angles to Atlantic Avenue and along the Westerly line of said lot #354, 100 feet to the point or place of BEGINNING. X

SCHEDULE A-1

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

State of New York, County of Kings ac: State of New York, County of ac:

On the 17th day of DECEMBER in the year 2005
before me, the undersigned, personally appeared
SAMUEL W. COHEN and FRANCES COHEN
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.

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

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

Avraham Birnbaum

AVRAHAM BIRNBAUM
Notary Public State of NY
No. 01818047128
Qualified in Kings County
Comm. Expires 07/24/2008

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

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

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

(insert the City or other political subdivision)

in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

SECTION: 21
BLOCK: 7028
LOT: 53
COUNTY OR TOWN: KINGS
STREET ADDRESS: 42-24 ATLANTIC AVENUE
BROOKLYN, NEW YORK

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. AL 2387K

**SAMUEL COHEN and FRANCES COHEN
TO
MICHAEL KRICHEVSKY**

Recorded at Request of
COMMONWEALTH LAND TITLE INSURANCE COMPANY

RETURN BY MAIL TO:



FRANCIS X. TUZIO, ESQ.
7412 18TH AVENUE
BROOKLYN, NEW YORK 11204

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE A-1

Schedule B - Defendants

MICHAEL KRICHEVSKY

Record owner and original mortgagor.

CAPITAL RESOURCES CORPORATION

Holder of a mortgage.

Named as a party Defendant herein to extinguish said Defendant's lien, as Plaintiff believes Defendant has been paid in full, and that the lien of the Plaintiff is superior.

NATIONAL CITY BANK

Holder of a mortgage.

JOHN DOE

Said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest or lien upon the mortgaged premises.

FEIN, SUCH & CRANE, LLP
Attorneys At Law

Northern New York Partner
Rein, Goldstein & Crane, LLP
28 East Main Street, Suite 1800
Rochester, New York 14614
585-232-7400 Fax 585-325-6201

December 1, 2009

TO: BY: Michael J. Wrona, Esq.
Steven J. Baum, P.C.
220 Northpointe Parkway – Suite G
Amherst, NY 14228

Re: US Bank vs. Michael Krichevsky, et al.
Index # 25477/09

Dear Sirs:

This office represents PNC Bank, N.A. successor by merger to National City Bank, N.A., in a monitor action against Michael Krichevsky. In review of our foreclosure search, we found that you have filed a foreclosure on behalf of US Bank..

Therefore, we are enclosing herewith a Notice of Appearance and Waiver on behalf of our client. Please note, that we will not waive notice of the Judgment of Foreclosure and Sale as we want to ensure that our client is directed to receive any surplus that may arise from proceeds of the sale.

Please email confirmation that the Notice of Appearance was received and all status updates to germang@rgcattys.com so that we can keep apprised of the action.

PLEASE PROVIDE US YOUR E-MAIL ADDRESS AT YOUR EARLIEST OPPORTUNITY. YOU MAY FORWARD IT TO GEOFF GERMAN AT GERMANG@RGCATSYS.COM.

Thank you in advance for your attention to this matter and should you have any questions, please feel free to contact the undersigned.

Very truly yours,
FEIN, SUCH & CRANE, LLP

Geoff German
Paralegal

Enclosure
GG

**STATE OF NEW YORK
SUPREME COURT : COUNTY OF KINGS**

**US BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-F
3476 Stateview Boulevard
Fort Mill, SC 29715**

Plaintiff,

-vs-

**MICHAEL KRICHEVSKY;
NATIONAL CITY BANK, et al.,**

Defendants.

**NOTICE OF
APPEARANCE AND
WAIVER**

Index No. 25477/09

SIRS:

**PLEASE NOTICE, that the defendant PNC Bank, N.A. successor by merger to
National City Bank, N.A., hereby appears in the above entitled action and that the undersigned
have been retained as attorneys for said defendant therein and hereby waive TAKE service of all
papers and notices of all proceedings in said action except the following, which are to be served
upon the undersigned at the address set forth below:**

- 1. Copy of Amended and/or Supplemental Summons, Complaint and Notice of Pendency;**
- 2. Copy of Referee's Report and computation of sums due and owing to the plaintiff;**
- 3. Notice of motion and/or application on behalf of the plaintiff for a Judgment of
Foreclosure and Sale, along with supporting papers;**
- 4. Copy of Judgment of Foreclosure and Sale, within twenty (20) days of entry;**
- 5. Copy of Notice of Sale to be served at least twenty (20) days before the scheduled date
of sale;**
- 6. Notice of any and all proceedings to discontinue action;**
- 7. Notice of any and all proceedings to obtain surplus money.**

CLAIM TO SURPLUS MONIES

PLEASE TAKE FURTHER NOTICE, that said defendant hereby makes a claim to any surplus monies that may arise out of any foreclosure sale of the premises described in the Complaint and which is the subject of the above-entitled action; or so much of said surplus as will satisfy any and all sums owing to said defendant, including but not limited to principal, interest, late charges, court costs, reasonable attorney's fees, advances for taxes, assessments, water rates, sewer rentals, insurance premiums, boarding and securing premises and payments on account of superior mortgages and liens if any.

That the said claim of the defendant arises by virtue of a mortgage covering the premises under foreclosure which mortgage was given to PNC Bank, N.A. successor by merger to National City Bank, N.A., and that said mortgage and the lien of said mortgage is next in priority after the mortgage of the plaintiff.


Defendant PNC Bank, N.A. successor by merger to National City Bank, N.A., waives notice of Plaintiff's application for Judgment of Foreclosure and Sale if, and only if, said application contains the following paragraph:

ORDERED, ADJUDGED AND DECREED, that upon submission to the Referee proof acceptable to him that defendant PNC Bank, N.A. successor by merger to National City Bank, N.A., is the owner and holder of a valid subordinate mortgage complying with the provision of RPAPL Sections 1351 and 1354, and upon submission of proof acceptable to the Referee of the amount due on said subordinate mortgage, the Referee shall, after paying all amounts due to plaintiff pursuant to this Judgment, pay from the remaining proceeds of said foreclosure sale to the said subordinate mortgagee or its attorney the amount due on the said subordinate mortgage and take receipt of the holder or its attorney for the amount so paid and file same with his report of sale pursuant to RPAPL Section 1354 (3).

**NOTICE OF INTENTION TO MAKE APPLICATION
PURSUANT TO REAL PROPERTY ACTIONS AND
PROCEEDINGS LAW SECTION 1351 (3)**

PLEASE TAKE FURTHER NOTICE, that if no provision is made in Plaintiff's application for Judgment of Foreclosure and Sale assigning surplus monies to said defendant, then said defendant, pursuant to Real Property Actions and Proceedings Law, Section 1351, shall at the time of the application by plaintiff for the entry of a Judgment of Foreclosure and Sale, move this court for an Order directing that the referee appointed in said Judgment of Foreclosure and Sale pay over, in accordance with Real Property Actions and Proceedings Law Section 1354 (3), from the proceeds of sale, any surplus monies remaining in reduction of the indebtedness due and owing to said defendant, including but not limited to principal, interest late charges court costs, reasonable attorney's fees, advances for taxes, assessments, water rates, sewer rentals, insurance premiums, heating and securing premises and other charges affecting the premises and payments on account of superior mortgages and liens, if any.

DATED: December 1, 2009

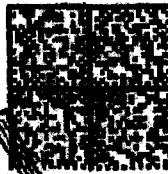
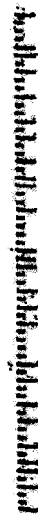

MARC PROTYBAS-ESQ.
FEIN SUTCH & CRAINE LLP
ATTORNEYS FOR DEFENDANT
PNC Bank, N.A. successor by merger to National
City Bank, N.A.,
28 East Main Street, Suite 1800
Rochester, NY 14614

TO: BY: Michael J. Wrona, Esq.
Steven J. Hann, P.C.
220 Northpointe Parkway - Suite G
Amherst, NY 14228

FEIN, SUCH & CRANE, LLP
ATTORNEYS AT LAW
28 East Main Street - Suite 1800
Rochester, New York 14614-1918

MICHAEL WIZONA
SEVENTH FLOOR
222 NUNATAKING PRERWAY - SUITE 6
AMHERST, NY 14228

142281552



RECEIVED
BY: _____
DEC 07 2009

049.82043703
\$00.440
Mailed From 14614
12/01/2009
US POSTAGE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2006-F,

INDEX NO. 25477/2009

Plaintiff,

-against-

Michael Krichevsky,

Defendant.

OBJECTION TO ATTORNEY'S REPRESENTATION OF PLAINTIFF AND REPLY TO
AFFIRMATION IN OPPOSITION

STATE OF NEW YORK ss.:
COUNTY OF KINGS

MICHAEL KRICHEVSKY, PRO SE, being duly sworn, deposes and says:

1. That I am the defendant in the within action.
2. I make this Reply to the affirmation in opposition to the instant motion to restore.
3. I am the defendant in this action and the facts stated in this affidavit are within my personal first-hand knowledge, and if called on as a witness, I could competently testify thereto.

BRIEF HISTORY AND STATEMENT OF MATERIAL FACT

4. As to ¶ 1 and 2 of instant affirmation, I object to attorney's Kent O. Markgraf representation of the plaintiff. This case was started by law firm Steven J. Baum, P.C. and no notice of substitution was sent to me, and I am surprised and prejudiced by this representation and motion. Law firm Steven J Baum is a well-known foreclosure mill, which at the relevant time to this matter was investigated by both US Attorney's office and New York State Attorney General's office for fraud, exhibit A. (I took the liberty to enhance readability of attorney general's website press release on the separate sheets of paper). While under investigation, said firm abated foreclosure against me as evidenced by no action on the case for about four years. Said firm settled claims with

investigators and paid fines as evidenced by exhibit A, which was the reason that they did not proceed with the foreclosure against me.

5. Upon my personal, parallel investigation said firm attempted to commit fraud against me by using well-known robo-signer Elpiniki M. Bechakas, Esq., employee of said foreclosure mill, exhibit B.

6. Here is the one of the definitions of Robo-signer from different foreclosure litigation files across the USA:

A "robo-signer" is a person who quickly signs hundreds or thousands of foreclosure documents in a month, shamed despite swearing that he or she has personally reviewed the mortgage documents but has not done so. Ms. Johnson-Seck, in a July 9, 2010 deposition taken in a Palm Beach County, Florida foreclosure case, admitted that she is a "robo-signer" who executes about 750 mortgage documents a week, without a notary public present; does not spend more than 30 seconds signing each document; does not read the documents before signing them; and did not provide me with affidavits about her employment in two prior cases. (*See Stephanie Armour, Mistakes Widespread on Foreclosures, Lawyers Say, USA Today, Sept. 27, 2010; Ariana Bunjung Cha, OneWest Bank Employee: 'Not More Than 30 Seconds' to Sign Each Foreclosure Document, Washington Post, Sept. 30, 2010.*)

ARGUMENT: CASE MUST BE DISMISSED FOR FRAUD UPON THE COURT

7. In instant matter, initial assignment was done Elpiniki M. Bechakas, Esq., as evidenced by exhibit B of plaintiff's motion. Further, looking at the said exhibit's NOTE, which I allegedly executed, I believe that it is forgery of my signature and/or the whole NOTE is fabrication.

8. Because of the above, I believe the law firm of Steven J Baum abated foreclosure admitting to wrongdoing as circumstantially evidenced by their inaction against me. Due to said reasoning and because I am not paid to litigate, I did not file any answer to plaintiff's complaint in court and was following said investigation, even though I filed motion to extend the time to answer. This court adjourned my motion and directed me to proceed to settlement conference part. Contrary to attorney's affirmation, I did not default on mortgage payments and maintain that it is paid in full.

9. I did not file complaint or claim against said firm with Attorney General's office as suggested on their website because foreclosure mill did not actually foreclosed and, aside the

harassment, I did not suffer great financial harm. I believed that I was not entitled to claim proceeds of the settlement for said reason. Now, years later, another foreclosure mill – FRENKEL LUMBERT WEISS WEISMAN & GORDON, LLP coming out from the “bushes” to ambush me with instant motion to my surprise and prejudice. Instant motion is continuation attempt by plaintiff, US BANK NATIONAL ASSOCIATION or other shadow “PLAINTIFF” to repackage the old fraud with new one – using CORRECTIVE ASSIGNMENT. If old assignment was void for fraud – corrective fraud cannot undo the old fraud.

10. Affirmation of counsel is false, misleading the court and should be stricken as false for the reasons stated above. I address this issue in greater detail in my CROSS-MOTION TO DISMISS FOR FAILURE TO PROSECUTE.

11. As to ¶ 3, I deny the allegations and aver that AFFIDAVIT OF MERIT AND AMOUNTS DUE AND OWNING, together with exhibits are false, misleading the court and therefore must be stricken per CPLR §3126. I demand discovery per CPLR 3211(d), affiant's deposition to impeach her and evidentiary hearing.

NOTICE TO FRENKEL LUMBERT WEISS WEISMAN & GORDON, LLP AND ALL ATTORNEYS

12. As per *Amalfitano v. Rosenberg*, 12 NY 3d 8 - NY Court of Appeals (2009) you are in violation of Judiciary Law § 487. The court stated:

“The purpose of the statute is to “enforce an attorney's special obligation to protect the integrity of the courts and foster their truth-seeking function.”

“A violation of Judiciary Law § 487 may be established either by the defendant's alleged deceit or by an alleged chronic, extreme pattern of legal delinquency by the defendant.”

13. As to ¶ ¶ 12 – 17, I cannot comment, because I was not notified by court and/or plaintiff of any status conferences and was not served with any supplemental affirmation by plaintiff. If I had, I would have definitely appeared to defend my right to property. As such, I was prejudiced and object to amendment of any caption. I believe that this is another fraudulent attempt to steal my

home by "Bankster" (as in Gangster) who is not a real party in interest with standing to sue, by fabrication of another fraudulent documentary evidence.

14. As to ¶¶ 18 – 20, I object to the memorandum of law as misleading the court, because it doesn't apply to me in this unique situation. As I understood the terms of settlement between Steven J Baum P.C. and federal and state governments, the detailed results and statistics were not publicized and no investigative report was made public. Only stipulations of settlement were publicized. As such, reading between the lines, the Honorable Lawrence Knipel decided not to "rob in" by asking plaintiff to continue foreclosure. By the same token, I did not have to ask plaintiff to continue harassment and foreclosure of my home – as the saying goes, "ask and you shall receive." Said argument is ludicrous in my situation.

15. The copy of plaintiffs' attorney affirmation that was mailed to me lacks one page. It starts with ¶20 and next page starts with ¶23. Accordingly, I cannot address what I do not see.


CONCLUSION

16. I challenge every statement, affidavit, affirmation and exhibit of plaintiff as perjury, forgery and fraud upon the court. As I stated before, my CROSS-MOTION TO DISMISS FOR FAILURE TO PROSECUTE addresses said issues in greater detail.

17. If this Honorable Court decides to rely on statements and facts derived from affidavits, affirmations, and exhibits of plaintiff – I object and demand discovery, evidentiary hearing and/or trial on motion's issues for the purpose of an impeachment per CPLR §2218. In addition, I reserve my right to produce an answer based on the discovery of evidence in defendants' possession per CPLR §2214(c).

18. Therefore, any fact taken from such documents exhibited in this motion or arguments of counsel does not deserve this court's presumption in favor of plaintiff.

WHEREFORE, it is respectfully requested that this motion be denied in its entirety, and for such other and further relief as to this Court seems just and proper, including the costs of this opposition.

X 

Michael Krichevsky, Pro Se

Sworn to before me this
21 day of May, 2014


NOTARY PUBLIC


MIKHAIL SHALMIYEV
NOTARY PUBLIC, State of New York
No. 01846228130
Qualified in Kings County
Commission Expires Oct. 4, 2014

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2006-F,

Plaintiff,

-against-

Michael Krichevsky,

Defendant.

INDEX NO. 25477/2009

AFFIDAVIT OF MAIL
SERVICE

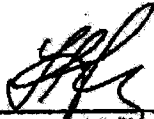
STATE OF NEW YORK
COUNTY OF KINGS

Nelli Frid being duly sworn, says:

I am not a party to the action; I reside in Brooklyn, New York, and I am over 18 years of age.

On May 21, 2014, I served the within Reply to the Affirmation in Opposition by depositing a true copy thereof, enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within New York State, addressed to the following at the last known address set forth below:

FRENKEL LUMBERT WEISS WEISMAN & GORDON, LLP
ONE WHITEHALL ST., 16TH FL.
New York, New York 10004



Nelly Frid

Sworn to before me
on May 21, 2014


NOTARY PUBLIC

MIKHAIL SHALMIYEV
NOTARY PUBLIC, State of New York
No. 01SH6229130
Qualified in Kings County
Commission Expires Oct. 4, 2014

Index # 25477/2009

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

US Bank National Association, as Trustee for Mortgage Pools Through Certificates, Series 2006-1

Plaintiff,

-against-

Michael Krichevsky, Capital Resources Corporation, National City Bank, New York City
Environmental Control Board, New York City Building Department, New York City Transit
Adjudication Bureau,

John Doe (Said name being fictitious, it being the intention of Plaintiff to designate any and all
occupants of premises being foreclosed hereon and any parties, corporations or entities, if any,
having or claiming an interest or lien upon the foreclosed premises.)

Defendant.

NOTICE OF MOTION WITH AFFIDAVIT AND SUPPORTING DOCUMENTS

Frenkel, Lambert & Associates, LLP
Attorneys at Law
110 West Street
Bay Ridge, New York 11706
Tel: 718-836-8100
Fax: 718-836-8112
Our Ref: 04-05186-300

To

Attorney(s) for

Service of a copy of the within

is hereby certified

Dated,

Attorney(s) for