

At an IAS Term of the  
Supreme Court held in and  
for the County of KINGS,  
New York on the  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_.

PRESENT: HON.  
COUNTY COURT JUSTICE

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS

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DITECH FINANCIAL LLC,

Plaintiff,

-vs-

ORDER FOR  
SERVICE BY  
PUBLICATION

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA  
WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and  
all persons who are husbands, widows, grantees, mortgagees,  
lienors, heirs, devisees, distributees, successors in interest of  
such of them as may be dead, and their husbands and wives,  
heirs, devisees, distributees and successors of interest of all  
of whom and whose names and places are unknown to Plaintiff;  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.;  
FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY  
OF HOUSING AND URBAN DEVELOPMENT; DAVID J.  
FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE  
BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT  
GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS  
CONDOMINIUM; NEW YORK STATE DEPARTMENT OF  
TAXATION AND FINANCE; UNITED STATES OF AMERICA;  
"JOHN DOE" AND "JANE DOE" said  
names being fictitious, it being the intention of  
Plaintiff to designate any and all occupants of premises  
being foreclosed herein,

Index No. 513999/2017

Defendants.

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Upon the summons, verified complaint and notice of pendency of action heretofore filed  
herein in the Office of the Clerk of the County of KINGS on July 20, 2017, from all of which it  
appears that the verified complaint herein demand judgment foreclosing a mortgage against

specific real property within this County and the State of New York, and it appearing that there is a sufficient cause of action stated therein against the defendants, who are necessary parties defendant herein; and upon the annexed affirmation of Mark K. Broyles, dated the 24<sup>th</sup> day of August, 2017, from which it appears that the said defendant, PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN is deceased, and therefore cannot be personally served;

NOW, on motion of Fein, Such & Crane, LLP, attorneys for plaintiff, by Mark K. Broyles, Esq., of Counsel, it is hereby

ORDERED ADJUDGED AND DECREED, that the 120-day time period in which to serve all defendants the Supplemental Summons and Amended Complaint including Deborah Wooten, Diana Wooten and Donald T. Wooten as possible heirs and/or distributees to the mortgagor with process, and to file the Affidavits of Service, be extended to allow plaintiff to complete Service by Publication herein upon the defendant unknown lawful heirs and/or distributees of Mortgagor and Heirs at Large of PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN, with said 120 days to commence upon the entry of this Order; and it is further

ORDERED ADJUDGED AND DECREED, that the service of the summons in this action upon the unknown lawful heirs and/or distributees of Mortgagor and Heirs at Large of PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN, be made by publication of said Supplemental Summons in two (2) newspapers, at least one in the English language, hereby designated as most likely to give notice of the said defendant(s) viz: in the \_\_\_\_\_, published in KINGS County, State of New York, and in the \_\_\_\_\_, published in KINGS County, State of New York, together with a notice to the defendants containing a brief statement of the nature of this action and the relief sought, and the sum of money for which judgment may be taken in a case of default and a brief description of the property, once a week for four (4) successive weeks; and it is further

ORDERED ADJUDGED AND DECREED, that a copy of this Order and a copy of the noted Affirmation of Mark K. Broyles, Esq. with attachments thereto including a copy of the Supplemental Summons and of the Amended Complaint herein be delivered by first class mail,

postage prepaid, on behalf of the Heirs at Large of PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN, who may be served herein by publication pursuant to this Order to

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, New York,

counselor-at-Law, who is hereby authorized, empowered and designated to appear herein as

**Guardian Ad Litem and Military Attorney** on behalf of any of the said defendant(s) who may be absentees, infants or incompetents or unknown successors in interest of defendant(s) who may be deceased, or defendant(s) who may be in military service, and to protect and defend the interest of said defendant(s) in the action upon filing his acknowledged consent and qualifying affidavit; and it is further

ORDERED ADJUDGED AND DECREED, that said Guardian Ad Litem and Military Attorney shall also act for said defendant(s) should they be in default or be in the military service of the United States of America, and is hereby authorized and appointed for the purpose of representing them and protecting their interest in the action pursuant to the provisions of the Service Members' Civil Relief Act of 2004, as amended and the Military Law of the State of New York; and it is further

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ORDERED, ADJUDGED AND DECREED, that the Summons, Complaint and Notice of Pendency heretofore filed be amended in conformance herewith the documents contained in Exhibit "A" hereof, to reflect the above amended caption, which shall read as follows:

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DITECH FINANCIAL LLC,  
Plaintiff,

-vs-

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; UNITED STATES OF AMERICA; DEBORAH WOOTEN, DIANA WOOTEN AND DONALD T. WOOTEN;  
"JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,  
Defendants.

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ORDERED, ADJUDGED AND DECREED, that the first publication be made within thirty days after the entry of this Order; and it is further

ORDERED, ADJUDGED AND DECREED, that the Supplemental Summons and Amended Complaint and Amended Notice of Pendency along with the papers upon which this Order for Service by Publication is based, be filed with the Clerk of KINGS County on or before the first day of publication and that the date of the entry of this Order be used for purposes of compliance with CPLR Section 316(c); and it is further

ORDERED, ADJUDGED AND DECREED, all other defendants other than PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN are to be reserved the supplemental summons pursuant to NY CPLR §308; and it is further

ORDERED, ADJUDGED AND DECREED, that as would be apparent, a copy of the Supplemental Summons and Amended Complaint need not be mailed to PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN who is deceased; and it is further

ORDERED, ADJUDGED AND DECREED, that the New York State Department of Taxation and Finance and the United States of America be added/are named as party Defendants as these entities may hold liens upon the subject realty.

Dated:

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HON.  
SUPREME COURT JUSTICE

STATE OF NEW YORK  
COUNTY COURT COUNTY OF KINGS

DITECH FINANCIAL LLC,

Plaintiff,

-vs-

ATTORNEY  
AFFIRMATION

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA; "JOHN DOE" AND "JANE DOE" said Index No. 513999/2017 names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,  
Defendants.

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STATE OF NEW YORK)  
COUNTY OF MONROE) ss:

I, Mark K. Broyles, attorney and counselor at law, duly admitted before the Courts of the State of New York, affirm, under penalty of perjury, that the following is true:

1. I am an attorney duly admitted to practice law in the State of New York, and am a partner with the law firm of Fein, Such & Crane, LLP attorneys for the Plaintiff, herein. As such, I am fully familiar with all the circumstances and prior pleadings in the herein matter.

2. This affirmation is submitted in support of plaintiff's application for an Order to serve Summons upon the Estate of PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN, and the unknown person(s) therein named by publication, for the appointment of a Guardian Ad

Litem and Military Attorney to protect the interests of said defendant(s), and for a further Order extending Plaintiff's time to serve said Summons by publication.

3. The Estate of the decedent should not be included as a party defendant. Plaintiff is not seeking a deficiency judgment against the decedent's Estate, but merely to foreclose title of the premises. Under N.Y. R.P.A.P.L § 1312(2), only an Executor under a Will is a proper representative defendant. Since the Legislature specifically included Executors as proper representative defendants and is completely silent on Administrators as Representative Defendants, then it is self evident that an Administrator is not a proper representative defendant over the distributees of the intestate's estate unless a deficiency is sought against the Estate. Furthermore, under New York Law, title to real property passes by operation of law when the owner dies intestate but passes only by Executor's Deed where the Decedent died with a Will. *See, e.g.*, N.Y. E.P.T.L. § 3-1.2, 3-3.8, § 4-1.1, 11-1.1(b) and 11-1.3.

4. The above entitled action was commenced by the plaintiff to foreclose a mortgage held by it on the premises located at 1064 Vermont Street, Apt. B, Brooklyn, NY 11207. Said premises are within the territorial jurisdiction of this court.

5. As indicated by the Summons and Complaint, annexed hereto as Exhibit "B", the Plaintiff's aforesaid mortgage and note, each dated July 21, 1994, covered a loan by National Westminster Bank USA, of \$59,600.00. Said mortgage was recorded on August 22, 1994, in Reel 3363, Page 867.

6. The Summons and Complaint in this action were duly filed with the Clerk of this Court along with Notice of Pendency of the same on the July 20, 2017.

7. On February 15, 2017, the mortgagor, PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN, died. As a result, personal service could not be affected on said defendant.

8. No Estate proceeding has been filed for probate or administration of the Estate of PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN. Further, your deponent's law firm has been unable to ascertain with certainty the identity of all heirs and/or to locate said heirs.

9. As indicated by the Affidavit from Frank Lucisano, attached hereto as Exhibit "C", three individuals, Deborah Wooten, Diana Wooten and Donald T. Wooten, were identified as may be heirs of PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN, deceased.

10. Leave is sought to serve the heirs at large of PRISCILLA WOOTEN A/KA/ PRISCILLA A. WOOTEN by publication of the summons pursuant to CPLR section §316.

11. Leave is also sought herein for the appointment of a suitable person, by the Court to act as a **Guardian Ad Litem and Military Attorney** for said unknowns or absentees and those defendants who may be infants, incompetents or in the military service, if any.

12. That no party to this action is entitled to the notice of this application.

13. That all proceedings herein have been regular and in accordance with the rules and practices of this court.

14. That an additional leave is also sought to extend the 120-day time period under CPLR §306-b for a sufficient period of time to effectuate service on the parties, including the possible distributees and/or heirs of the mortgagor; Deborah Wooten, Diana Wooten and Donald T. Wooten.

15. That no previous application has been made to any court or judge for the relief requested herein.

**WHEREFORE**, your deponent respectfully requests that the court grant an order directing service of the summons by publication and permitting the same to be served, where and as required, in the form annexed hereto, amending the Summons, Complaint and Notice of Pendency to conform with the documents set forth in Exhibit "A", as stated to reflect the amended caption of this action; designating a suitable person act as Guardian Ad Litem and Military Attorney for said unknowns, etc.; extending the 120 requirement for service under

CPLR 306-b; and providing for such other and further relief as to the Court may seem just and proper.

DATED: August 24, 2017



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Mark K. Broyles, Esq.  
FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone No. (585) 232-7400  
YGRMC708

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

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

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

August 24, 2017  
Dated

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

# Exhibit A

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS

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DITECH FINANCIAL LLC,

Plaintiff,

vs

AMENDED  
NOTICE OF  
PENDENCY  
OF ACTION

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; UNITED STATES OF AMERICA; DEBORAH WOOTEN, DIANA WOOTEN AND DONALD T. WOOTEN; "JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Index No. 513999/2017

Defendants.

---

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 plaintiff against the above named defendant(s) for the foreclosure of a mortgage bearing the date July 21, 1994, executed by **PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, DECEASED AND JOSEPH WOOTEN, DECEASED**, to secure the sum of \$59,600.00 and recorded in Reel 3363 of Mortgages at Page 0867, in the Office of the City Register of the City of New York on August 22, 1994; said mortgage was then assigned to Liberty Savings Bank F.S.B. by virtue of an Assignment of Mortgage recorded on April 9, 2002 in Reel 5559, at Page 2204; said mortgage

was then further assigned to Mortgage Electronic Registration Systems, Inc. by virtue of an Assignment of Mortgage recorded on September 16, 2004 in CRFN 2004000578863; said mortgage was then further assigned to Plaintiff by virtue of an Assignment of Mortgage recorded on March 8, 2016 in CRFN 2016000078802.

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.

These pleadings are being amended to include DEBORAH WOOTEN, DIANA WOOTEN and DONALD T. WOOTEN, as possible heirs to the Estate of Patricia Wooten a/k/a Patricia A. Wooten, deceased. These pleadings are being amended to omit NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE as a party defendant within the action commenced under Index No. 513999/2017.

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

DATED: August 24 2017

  
\_\_\_\_\_  
Mark K. Broyles, Esq.  
FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone No. (585)232-7400  
YGRMC708

Property Address: 1064 VERMONT STREET 4-DA, BROOKLYN, NY 11207  
Tax Map/Parcel ID No.: Block: 4414 Lot: 1048 of the BOROUGH of BROOKLYN, NY 11207

## SCHEDULE "A" LEGAL DESCRIPTION

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. 4D-A in the County of Kings and State of New York, said Unit being designated and described in a certain declaration dated May 5, 1994, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the Building is situate, which declaration was recorded in the Office of the Register of the City of New York, County of Kings (the "City Register's Office") on May 27, 1994 in Reel 3301, at page 1068 as Condominium No. 468.

This Unit is also designated as Tax Lot 1048 in Block 4414 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by Herbert Fleischer Associates on May 17, 1994, and filed with the Real Property Assessment Department of the City of New York and the Kings County Register's Office on May 27, 1994, as Condominium Map No. 5807.

Together with an undivided 0.1160% interest in the Common Elements (as such term is defined in the Declaration);

The land on which the Condominium is located is more particularly bounded and described as follows:

### **PARCEL 1: (Block 4414)**

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, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Southerly side of Cozine Avenue with the Easterly side of New Jersey Avenue;

RUNNING THENCE Easterly along the Southerly side of Cozine Avenue 200 feet to the Westerly side of Vermont Street;

THENCE Southerly along the Westerly side of Vermont Street 485 feet to the Northerly side of Flatlands Avenue;

THENCE Westerly along the Northerly side of Flatlands Avenue 200 feet to the Easterly side of New Jersey Avenue;

THENCE Northerly along the Easterly side of New Jersey Avenue 485 feet to the corner, the point or place of BEGINNING.

AND

### **PARCEL 2: (Block 4415)**

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, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of Vermont Street with the Northerly side of Flatlands Avenue;

RUNNING THENCE Easterly along the Northerly side of Flatlands Avenue 698.71 feet to the Northwesterly side of Van Siclen Avenue;

THENCE Northeasterly along the Northwesterly side of Van Siclen Avenue 532.28 feet to the Southerly side of Cozine Avenue;

THENCE Westerly along the Southerly side of Cozine Avenue 918.01 feet to the Easterly side of Vermont Street;

THENCE Southerly along the Easterly side of Vermont Street 485 feet to the corner, the point or place of BEGINNING.

AND

**PARCEL 3: (Block 4423)**

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 bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of Jerome Street with the Northerly side of Flatlands Avenue;

RUNNING THENCE Easterly along the Northerly side of Flatlands Avenue 940 feet to the Westerly side of Elton Street;

THENCE Northerly along the Westerly side of Elton Street 485 feet to the Southerly side of Cozine Avenue;

THENCE Westerly along the Southerly side of Cozine Avenue 940 feet to the Easterly side of Jerome Street;

THENCE Southerly along the Easterly side of Jerome Street 485 feet to the corner, the point or place of BEGINNING.



STATE OF NEW YORK  
SUPREME COURT                      COUNTY OF KINGS

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DITECH FINANCIAL LLC,

Plaintiff,

**SUPPLEMENTAL  
SUMMONS**

-vs-

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; UNITED STATES OF AMERICA; DEBORAH WOOTEN, DIANA WOOTEN AND DONALD T. WOOTEN; "JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Index No. 513999/2017

Defendants.

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Mortgaged Premises:  
1064 VERMONT STREET 4-DA  
BROOKLYN, NY 11207

TO THE ABOVE NAMED DEFENDANT(S):

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

**NOTICE**  
**YOU ARE IN DANGER OF LOSING YOUR HOME**

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

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

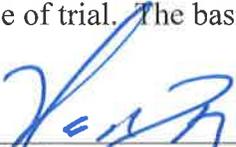
**Sending a payment to your mortgage company will not stop this foreclosure action.**

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

These pleadings are being amended to include DEBORAH WOOTEN, DIANA WOOTEN and DONALD T. WOOTEN, as possible heirs to the Estate of Patricia Wooten a/k/a Patricia A. Wooten, deceased. These pleadings are being amended to omit NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE as a party defendant within the action commenced under Index No. 513999/2017.

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

Dated: August 24, 2017

  
\_\_\_\_\_  
Mark K. Broyles, Esq.  
FIEN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone No. (585) 232-7400  
YGRMC708

Block: 4414  
Lot: 1048

**NATURE AND OBJECT OF ACTION**

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

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

## **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](http://www.dfs.ny.gov).**

### **Rights and Obligations**

**YOU ARE NOT REQUIRED TO LEAVE YOUR HOME AT THIS TIME. You have the right to stay in your home during the foreclosure process. You are not required to leave your home unless and until your property is sold at auction pursuant to a judgment of foreclosure and sale.**

**Regardless of whether you choose to remain in your home, YOU ARE REQUIRED TO TAKE CARE OF YOUR PROPERTY and pay property taxes in accordance with state and local law.**

### **Foreclosure Rescue Scams**

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

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS

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DITECH FINANCIAL LLC,

Plaintiff,

-vs-

**AMENDED  
COMPLAINT**

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; UNITED STATES OF AMERICA; DEBORAH WOOTEN, DIANA WOOTEN AND DONALD T. WOOTEN; "JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Index No. 513999/2017

Defendants.

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

**FIRST:** The plaintiff, is a foreign state limited liability company duly licensed, organized and existing pursuant to the laws of their state, doing business in New York.

**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 in possession of the Note referenced in paragraph FOURTH prior to the commencement of this action and is entitled to enforce the Note.

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

**SEVENTH:** The Mortgage is currently held by Plaintiff. As such, Plaintiff is current beneficiary of the Mortgage securing the Note, the originals of which are in Plaintiff's possession

and control, and Plaintiff is otherwise entitled to enforce the subject Mortgage and Note pursuant to law.

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

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

**TENTH:** That the defendant(s), **THE HEIRS AT LARGE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN**, has failed to comply with the conditions of the mortgage(s) or bond(s) by failing to pay portions of principal, interest or taxes, assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully described in "Schedule E".

**ELEVENTH:** That plaintiff elects herein to call due the entire amount secured by the

mortgage(s) as more than thirty (30) days have elapsed since the date of default.

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

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

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

**FIFTEENTH:** That the plaintiff is now the true and lawful holder of the said bond(s)/note(s) and is mortgagee of record or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note; and there have been no prior proceedings, at law or otherwise, to collect or enforce the bond(s)/note(s) or mortgage(s) except for Index No. 34683/04, which was voluntarily discontinued without prejudice 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.

**EIGHTEENTH:** These pleadings are being amended to include DEBORAH WOOTEN, DIANA WOOTEN and DONALD T. WOOTEN, as possible heirs to the Estate of Patricia Wooten a/k/a Patricia A. Wooten, deceased. These pleadings are being amended to omit NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE as a party defendant within the action commenced under Index No. 513999/2017.

**WHEREFORE,** plaintiff demands judgment adjudging and decreeing the amounts due it for principal, interest, costs and reasonable attorneys' fees if provided for in the bond(s), note(s) or mortgage(s), and that the defendants, and any persons claiming by, through or under them subsequent to the commencement of this action, and every other person or corporation whose right, title, conveyance or encumbrance of the Mortgaged Premises is subsequent or recorded subsequent to the plaintiff's interest, be forever barred and foreclosed of all right, claim, lien, interest or equity of redemption in and to the Mortgaged Premises; that the Mortgaged Premises, or part thereof, be decreed to be sold according to law as may be necessary to raise the amounts due for principal, interest, costs, allowances and disbursements, together with any monies advanced and paid by the plaintiff; that the plaintiff be paid the amounts due on said bond(s), note(s) and mortgage(s), and any sums paid by the plaintiff to protect the lien of its mortgage(s) out of the proceeds from the sale thereof, with interest thereon from the respective dates of payment thereof, costs and expenses of this action and reasonable attorneys' fees, if provided for in the bond(s), note(s) or mortgage(s), provided the amount of the sale proceeds permits said payment; that any of the parties hereto may purchase the Mortgaged Premises at sale; that this Court, if requested, forthwith appoint a Receiver of the rents and profits of the Mortgaged Premises with the usual powers and duties associated therewith; that the defendants whom executed the Note and were not otherwise released or discharged from bankruptcy be adjudged to pay any remaining deficiency; and such other or further relief as may be just and equitable, unless the Defendant obtained a bankruptcy discharge and such other or further relief

as may be just and equitable. The plaintiff hereby reserves its right to share in surplus monies from the sale by virtue of its position as a judgment or other lien creditor, excluding the mortgage(s) foreclosed herein.

DATED: August 24, 2017



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Mark K. Broyles, Esq.  
FEIN, SUCH & CRANE. LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone: (585) 232-7400  
YGRMC708

**SCHEDULE "A" - DEFENDANTS**

**DEFENDANTS**

**CAPACITY**

**The Heirs of the Estate of Priscilla Wooten  
a/k/a Priscilla A. Wooten, deceased**  
1064 Vermont Street, 4-DA  
Brooklyn, NY 11207

Named in their capacity as Heirs to the Estate of Priscilla Wooten a/k/a Priscilla A. Wooten, Record Owner(s) and original obligor under the Note/Bond secured by the Mortgage recorded on August 22, 1994 in Reel 3363, at Page 0867; said mortgage was then assigned to Liberty Savings Bank F.S.B. by virtue of an Assignment of Mortgage recorded on April 9, 2002 in Reel 5559, at Page 2204; said mortgage was then further assigned to Mortgage Electronic Registration Systems, Inc. by virtue of an Assignment of Mortgage recorded on September 16, 2004 in CRFN 2004000578863; said mortgage was then further assigned to Plaintiff by virtue of an Assignment of Mortgage recorded on March 8, 2016 in CRFN 2016000078802.

**Mortgage Electronic Registration  
Systems, Inc. ("MERS"), A  
Delaware Corporation**  
P.O. Box 2026  
Flint, MI 48501-2026

Subordinate Mortgagee by virtue of Mortgage recorded on November 6, 2008 in CRFN 2008000431539 and assignment(s) in CRFN 2008000431541, and in CRFN 201000003128.

**Financial Freedom Acquisition LLC**  
190 Technology Parkway, Suite 100  
Norcross, GA 30092

Subordinate Mortgagee by virtue of Mortgage recorded on November 6, 2008 in CRFN 2008000431539 and assignment(s) in CRFN 2008000431541, and in CRFN 201000003128.

**David J. Felix MD**  
95 Broadhollow Rd., Ste. 101  
Melville, NY 11747

Possible Subordinate Lienor by virtue of Judgment in Civil Court of Kings County for \$1,185.57 against Priscilla Wooten, 1060 Vermont St., Brooklyn, NY 11207, dated November 23, 2009 and recorded on June 12, 2013 in Index No. 067484-09. Attorney of record: Richard Sokoloff, Attorney at Law, 3245 Route 112, Ste. 1, Medford, NY 11763.

**Keyspan Energy Delivery**  
One Metrotech Center  
Brooklyn, NY

Possible Subordinate Lienor by virtue of Judgment in Civil Court of Kings County for \$2,690.75 against Priscilla A. Wooten, 1064 Vermont St., Apt. A, Brooklyn, NY 11207, dated March 2, 2007 and recorded on March 14, 2008 in Index No. 141321/06. Attorney of record: Stern & Stern, 3002 Merrick Rd., Bellmore, NY 11710.

**Capital One Bank**  
15000 Capital One Dr.  
Richmond, VA 23238

Possible Subordinate Lienor by virtue of Judgment in Civil Court of Kings County for \$2,959.82 against Priscilla A. Wooten, 1064 A Vermont St., Apt. A, Brooklyn, NY 11207, dated November 2, 2007 and recorded on April 30, 2012 in Index No. 107880 07. Attorney of record: Forster & Garbus, LLP, 60 Motor Parkway, Commack, NY 11725.

**Board of Managers of the Meadow  
Wood at Gateway Condominium  
f/k/a Fairfield Towers Condominium**

Possible Subordinate Lienor by virtue of any unpaid common and/or maintenance charges, if owed.

**Deborah Wooten**  
1965 Foster Trace Court  
Lawrenceville, GA 30043

Possible heir to the Estate of Priscilla Wooten a/k/a Priscilla A. Wooten, deceased.

**Diana Wooten**  
1064 Vermont Street, Apt. B  
Brooklyn, NY 11207

Possible heir to the Estate of Priscilla Wooten  
a/k/a Priscilla A. Wooten, deceased.

**Donald T. Wooten**  
43234 West Estrada Street  
Maricopa, AZ 85138

Possible heir to the Estate of Priscilla Wooten  
a/k/a Priscilla A. Wooten, deceased.

**John and Jane Doe**

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

**SCHEDULE "B"**

**Secretary of Housing and  
Urban Development**  
451 Seventh Street, S.W.  
Washington, DC 20410

Subordinate Mortgagee by virtue of Mortgage  
recorded on November 6, 2008 in CRFN  
2008000431540.

**United States of America**  
O/B/O Internal Revenue Service

Possible Subordinate Lienor by virtue of unpaid  
Federal Estate Taxes against Priscilla Wooten  
a/k/a Priscilla A. Wooten, 1064 Vermont Street,  
4-DA, Brooklyn, NY 11207, who died a resident  
of Kings County on February 15, 2017, if any.

SCHEDULE "C"

# NOTE

July 21, 1994

New York, New York  
[City] [State]

1064 Vermont Street, 4D-A  
Brooklyn, NY 11207

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 59,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NATIONAL WESTMINSTER BANK USA

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 7.000 %.

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 payments every month.

I will make my monthly payments on the first day of each month beginning on September 1, 1994. 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. My monthly payments will be applied to interest before principal. If, on August 1, 2024, 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 c/o NATWEST HOME MORTGAGE CORPORATION, P.O. Box 796, Manahawkin, NJ 08050-0796

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. \$ 396.52.

## 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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: (i) and such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen 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 two (2) % 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 delivered or mailed to me.

**(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, whether or not a lawsuit is brought, 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 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:

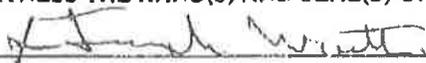
**AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED**

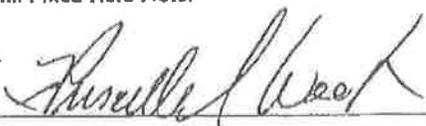
Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law on the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph 17, 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 mailed or delivered. 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.

Borrower has executed and acknowledges receipt of pages 1 and 2 of this Fixed Rate Note.

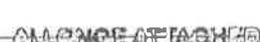
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
(Seal)  
Borrower  
Joseph Wooten

  
\_\_\_\_\_  
(Seal)  
Borrower  
Priscilla Wooten

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

  
\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

[Sign Original Only]

Loan Number [REDACTED]  
Borrower: Wooten

NOTE ALLONGE [REDACTED]

Pay to the order of:  
Liberty Savings Bank, F.S.B.

Without Recourse  
Fleet Bank, National Association, F/K/A  
Natwest Bank, NA,  
Successor by merger to National Westminster Bank USA.

  
\_\_\_\_\_  
Michael Kohler, Vice President

**National Westminster Bank USA**

**Rider To Note**

RIDER to the NOTE dated July 21, 1994 made between Joseph Wooten and Priscilla Wooten ("Borrower(s)")

and National Westminster Bank USA, ("Lender") in the principal amount of \$ 59,600.00 (hereafter called the "Note")

Section 8 (A) entitled "Late Charge for Overdue Payments" is amended by changing the second sentence to read as follows:

"The amount of the late charge will be two (2) percent of my overdue total monthly payment of principal, interest and escrow amounts."

If the Note and the Mortgage it secures are sold by the Bank, the promises and agreements in this Rider will no longer have any force or effect.

Joseph Wooten  
Borrower's Signature  
Joseph Wooten

Priscilla Wooten  
Borrower's Signature  
Priscilla Wooten

Pay to the Order of:

NatWest Visa, LLC

By First Federal National Association, F/N/A  
NatWest Bank, N.A.

Successor by merger to National Westminster Bank USA.

Keri Fox  
Keri Fox  
Vice President

PAY TO THE ORDER OF

WITHOUT RECOURSE  
LIBERTY SAVINGS BANK, F.S.B.

Timothy J. Fiedler  
Timothy J. Fiedler, Vice President

Pay to the Order of  
LIBERTY SAVINGS BANK, F.S.B.

By NatWest Visa, LLC

Keri Fox  
Keri Fox  
Vice President

PAY TO THE ORDER OF

Without Recourse  
Liberty Savings Bank, F.S.B.

Marylyn H. Anderson  
Marylyn H. Anderson, Vice President

**SCHEDULE "D"**

CITY REGISTER RECORDING AND ENDORSEMENT PAGE  
- KINGS COUNTY -

(This page forms part of the instrument)

Block(s) 444  
 Lot(s) 1048

Record & Return to: Richard Panebianco  
10 Schermerhorn St, Bklyn, Ny 11201  
 Title/Agent Company name: GUARDIAN LAND ABSTRACT CORP.  
 Title Company number: [REDACTED]

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (s): [REDACTED]

Mtge Tax Serial No. [REDACTED]  
 Mtge Amount \$ \_\_\_\_\_  
 Taxable Amount \$ \_\_\_\_\_

Exemption (s)  YES  NO

Type:  [39EE]  [255]  [OTHER \_\_\_\_\_]

Dwelling Type:  [1 to 2]  [3]  [4 to 5]  [OVER 6]

TAX RECEIVED ON ABOVE MORTGAGE

County (basic) \$ \_\_\_\_\_  
 City (Addtl) \$ \_\_\_\_\_  
 Spec. Addtl \$ \_\_\_\_\_  
 TASF \$ \_\_\_\_\_  
 MTA \$ \_\_\_\_\_  
 NYCTA \$ \_\_\_\_\_  
 TOTAL TAX \$ \_\_\_\_\_

Apportionment Mortgage  YES  NO

*J. J. Brown*  
 Joy A. Brown, City Register

City Register Serial Number [REDACTED]

Indexed By (s): BW Verified By (s): \_\_\_\_\_

Block(s) and Lot(s) verified by (s): JS  
 Address  Tax Map   
 Extra Block(s) \_\_\_\_\_ Lot(s) \_\_\_\_\_

Recording Fee A \$ 29  
 Affidavit Fee (C) \$ 2  
 TP-334/352 Fee (Y) \$ \_\_\_\_\_  
 RPTT Fee (R) \$ 25  
 HPD-A  HPD-C

New York State Real Estate Transfer Tax  
 \$ 256

Serial Number [REDACTED]

New York City Real Property Transfer Tax  
 Serial Number [REDACTED]

New York State Gains Tax  
 Serial Number [REDACTED]



RECORDED IN KINGS COUNTY  
OFFICE OF THE CITY REGISTER

94 AUG 22 A 9:46

Witness My Hand and Official Seal

*J. J. Brown*  
City Register

CRGFMS9K BPG 1/03

(Space Above This Line For Recording Data)

### MORTGAGE

**WORDS USED OFTEN IN THIS DOCUMENT**

(A) "Security Instrument". This document, which is dated July 21, 1994, will be called the "Security Instrument".

(B) "Borrower". Joseph Wooten and Priscilla Wooten ~~1064th Street, NJ, Albany~~

sometimes will be called "Borrower" and sometimes simply "I" or "me".

(C) "Lender". NATIONAL WESTMINSTER BANK USA [Redacted]

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 c/o Natwest Home Mortgage Corporation, PO Box 796, Manahawkin, NJ 08050-0796

(D) "Note". The note signed by Borrower and dated July 21, 1994, will be called the "Note". The Note shows that I owe Lender FIFTY-NINE THOUSAND AND SIX HUNDRED

Dollars (U.S. \$ 59,600.00) plus interest. I have

promised to pay this debt in monthly payments and to pay the debt in full by August 1, 2024

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

(F) "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".

**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 the 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;
- (B) Pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 of 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.

**BENEFITS IMPROVED BY A ONE OR TWO FAMILY DWELLING** ✓

**DESCRIPTION OF THE PROPERTY**

I give Lender rights in the Property described in (A) through (G) below:

- (A) The Property which is located at **1064 Vermont Street, 4D-A**  
(Street)  
**Brooklyn**, New York **11207** This Property is in  
(City) (Zip Code)  
 Kings County. It has the following legal description:

SEE SCHEDULE "A" ANNEXED HERETO

- (B) All buildings and other improvements that are located on the Property described in subparagraph (A) of this section;  
 (C) All rights in other property that I have as owner of the Property described in subparagraph (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 subparagraph (A) of this section;  
 (E) All fixtures that are now or in the future will be on the Property described in subparagraphs (A) and (B) of this section;  
 (F) All of the rights and property described in subparagraphs (B) through (E) of this section that I acquire in the future; and  
 (G) All replacements of or additions to the Property described in subparagraphs (B) 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, to a limited extent, 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 and late charges due under the Note.

**2. MONTHLY PAYMENTS FOR TAXES AND INSURANCE****(A) Borrower's Obligations**

I will pay to Lender all amounts necessary to pay for taxes, assessments, water frontage charges and other similar charges, sewer rents, leasehold payments or ground rents (if any), hazard or property insurance covering the Property, and flood insurance (if any). If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, (i) I also will pay to Lender all amounts necessary to pay for mortgage insurance, and (ii) if, under Paragraph 8 below, instead of paying for mortgage insurance I am required to pay Lender an amount equal to the cost of mortgage insurance, I will pay this amount to Lender. 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 the law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under the Note.

My payments under this Paragraph 2 will be for the items listed in (i) through (vi) below, which are called "Escrow Items":

- (i) The estimated yearly taxes, assessments, water frontage charges and other similar charges, and sewer rents on the Property which under the 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";
- (ii) The estimated yearly leasehold payments or ground rents on the Property (if any);
- (iii) The estimated yearly premium for hazard or property insurance covering the Property;
- (iv) The estimated yearly premium for flood insurance covering the Property (if any);
- (v) The estimated yearly premium for mortgage insurance (if any); and
- (vi) The estimated yearly amount I may be required to pay Lender under Paragraph 8 below instead of the payment of the estimated yearly premium for mortgage insurance (if any).

Lender will estimate from time to time the amount I will have to pay for Escrow Items by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless the law requires Lender to use another method for determining the amount I am to pay. The amounts that I pay to Lender for Escrow Items under this Paragraph 2 will be called the "Funds". The Funds are pledged as additional security for all Sums Secured.

The law puts limits on the total amount of Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender for a "federally related mortgage loan" could require me to place in an "escrow account" under the federal law called the "Real Estate Settlement Procedures Act of 1974", as that law may be amended from time to time. If there is another law that imposes a lower limit on the total amount of Funds Lender can collect and hold, Lender will be limited to the lower amount.

**(B) Lender's Obligations**

Lender will keep the 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 Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay Escrow Items, for making a yearly analysis of my payment of Funds or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. 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 my loan, unless the law does not permit Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

**(C) Adjustments to the Funds**

Under the law, there is a limit on the amount of Funds Lender may hold. If the amount of Funds held by Lender exceeds this limit, then the law requires Lender to account to me in a special manner for the excess amount of Funds. There will be an excess amount if, at any time, the amount of Funds which Lender is holding or keeping is greater than the amount of Funds Lender is allowed to hold under the law.

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If, at any time, Lender has not received enough 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 in full. Lender will determine the number of monthly payments I have in which to pay that additional amount, but the number of payments will not be more than twelve.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, under Paragraph 21 below, Lender either requires or sells the Property, then before the acquisition or sale, Lender will use any Funds which Lender is holding at the time of the acquisition or sale to reduce the Sums Secured.

**3. APPLICATION OF BORROWER'S PAYMENTS**

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:  
First, to pay any prepayment charges due under the Note;  
Next, to pay the amounts due to Lender under Paragraph 2 above;  
Next, to pay interest due;  
Next, to pay principal due; and  
Last, to pay any late charges due under the Note.

**4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS**

I will pay all taxes, assessments, water frontage charges and other similar charges, sewer rents, 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 payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making the payments on time to the person owed them. (In this Security Instrument, the word "person" means any person, organization, governmental authority or other party). If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so. If I make payment to Lender under Paragraph 2, I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 4.

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; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced; 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. Borrower shall pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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 must cover loss or damage caused by fire, hazards normally covered by "standard coverage" hazard insurance policies and other hazards for which Lender requires coverage, including floods and fire. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain the insurance coverage described above, Lender may obtain insurance coverage to protect Lender's rights in the property in accordance with paragraph 7 below.

All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

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 is called "proceeds". The proceeds will be used to repair or to restore the damaged Property unless: (A) it is not economically feasible to make the repairs or restoration; or (B) the use of the 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 proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Security Instrument. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or 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 collect the proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property under Paragraph 21 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold.

## 6. BORROWER'S OBLIGATIONS TO OCCUPY THE PROPERTY, TO MAINTAIN AND PROTECT THE PROPERTY, AND TO FULFILL ANY LEASE OBLIGATIONS; BORROWER'S LOAN APPLICATION

### (A) Borrower's Obligations to Occupy the Property

I will occupy the Property and use the Property as my principal residence within sixty 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.

### (B) Borrower's Obligations to Maintain and Protect the Property

I will keep the Property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate.

I will be "in default" under this Security Instrument if I fail to keep any promise or agreement made in this Security Instrument. I also will be in default under this Security Instrument if any civil or criminal action or proceeding for "forfeiture" (that is, a legal action or proceeding to require the Property, or any part of the Property, to be given up) is begun and Lender determines, in good faith, that this action or proceeding could result in a court ruling (i) that would require forfeiture of the Property or (ii) that would materially impair the lien of this Security Instrument or Lender's rights in the Property. I may correct the default by obtaining a court ruling that dismisses the legal action or proceeding, if Lender determines, in good faith, that this court ruling prevents forfeiture of my interests in the Property and also prevents any material impairment of (i) the lien created by this Security Instrument or (ii) Lender's rights in the Property. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Paragraph 18 below, even if Lender has required immediate payment in full.

### (C) Borrower's Obligations to Fulfill Any Lease Obligations

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 fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

### (D) Borrower's Loan Application

If, during the application process for the loan that I promise to pay under the Note, I made false or inaccurate statements to Lender about information important to Lender in determining my eligibility for the loan, Lender will treat my actions as a default under this Security Instrument. False or inaccurate statements about information important to Lender would include a misrepresentation of my intentions to occupy the Property as a principal residence. This is just one example of a false or inaccurate statement of important information. Also, if during the loan application process I failed to provide Lender with information important to Lender in determining my eligibility for the loan, Lender will treat this as a default under this Security Instrument.

## 7. 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, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or forfeiture, or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

#### 8. MORTGAGE INSURANCE

If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for the mortgage insurance. If, for any reason, the mortgage insurance coverage lapses or ceases to be in effect, I will pay the premiums for substantially equivalent mortgage insurance coverage. However, the cost of this mortgage insurance coverage must be substantially equivalent to the cost to me of the previous mortgage insurance coverage, and the alternate mortgage insurer must be approved by Lender.

If substantially equivalent mortgage insurance coverage is not available, Lender will establish a "loss reserve" as a substitute for the mortgage insurance coverage. I will 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. Lender may choose to no longer require loss reserve payments, if mortgage insurance coverage again becomes available and is obtained. The mortgage insurance coverage must be in the amount and for the period of time required by Lender. The Lender must approve the insurance company providing the coverage.

I will pay the mortgage insurance premiums, or the loss reserve payments, until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay the premiums, or the loss reserve payments, in the manner described in Paragraph 2 above.

#### 9. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

#### 10. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

A taking of property by any governmental authority by eminent domain is known as "condemnation". I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, and the fair market value of the Property immediately before the taking either is equal to, or greater than, the amount of the Sums Secured immediately before the taking, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by a fraction. That fraction is as follows: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

Unless Lender and I agree otherwise in writing or unless the law requires otherwise, if only a part of the Property is taken, and the fair market value of the Property immediately before the taking is less than the amount of the Sums Secured immediately before the taking, the proceeds will be used to reduce the Sums Secured.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

## 11. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

### (A) Borrower's Obligations

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so.

### (B) Lender's Rights

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 21 below to demand that I make immediate payment in full of the amount that I owe to Lender under the Note and under this Security Instrument.

## 12. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, 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 agreements made in this Security Instrument.

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; and (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 or to modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that person's consent.

## 13. LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. 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 under the Note.

## 14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at the address stated in the section above titled "Description of the Property". A notice will be given to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Security Instrument will be given by mailing it to Lender's address stated in subparagraph (C) of the section above titled "Words Used Often in This Document". A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

## 15. LAW THAT GOVERNS THIS SECURITY INSTRUMENT

This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the law, all other terms of this Security Instrument and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Security Instrument and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

## 16. BORROWER'S COPY

I will be given one conformed copy of the Note and of this Security Instrument.

REC-336360874

**17. 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. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law on the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph 17, 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 mailed or delivered. 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.

**18. 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 discontinued. I will have this right at any time before sale of the Property under any power of sale granted by this Security Instrument or at any time before a judgment has been entered enforcing this Security Instrument if I 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; and
- (B) I correct my failure to keep any of my other promises or agreements made in this Security Instrument; and
- (C) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees; and
- (D) I do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and under this Security Instrument continue unchanged.

If I fulfill all of the conditions in this Paragraph 18, then the Note and 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 Paragraph 17 above.

**19. NOTE HOLDER'S RIGHT TO SELL THE NOTE OR AN INTEREST IN THE NOTE; BORROWER'S RIGHT TO NOTICE OF CHANGE OF LOAN SERVICER**

The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I may not receive any prior notice of these sales.

The entity that collects my monthly payments due under the Note and this Security Instrument 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. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under Paragraph 14 above and under applicable law. 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 the law.

**20. CONTINUATION OF BORROWER'S OBLIGATIONS TO MAINTAIN AND PROTECT THE PROPERTY**

The federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection are called "Environmental Laws". I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so.

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Paragraph 20. These 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 Laws and the substances considered hazardous for purposes of this Paragraph 20 are called "Hazardous Substances".

I will not permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property, and I will not allow anyone else to do so. 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. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property. In addition, unless the 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).

If I know of any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws, I will promptly notify the Lender in writing. If the government notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

**21. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS**

Except as provided in Paragraph 17 above, if all of the conditions stated in subparagraphs (A), (B) and (C) of this Paragraph 21 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 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 Paragraph 21 only if all of the following conditions are met:

(A) I fail to keep any promise or agreement made in this Security Instrument, including the promises to pay when due the Sums Secured.

(B) Lender sends to me, in the manner described in Paragraph 14 above, a notice that states:

(i) The promise or agreement that I failed to keep;

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

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

(iv) 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;

(v) That if I meet the conditions stated in Paragraph 18 above, I will have the right to have Lender's enforcement of this Security Instrument discontinued and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required; and

(vi) 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.

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

**22. 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 not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records.

**23. 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 if, on the date this Security Instrument is recorded, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, 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 that construction or work 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 Paragraph 23.

REEL 3 36-3-15 88-10

KY.

24. RIDERS TO THIS SECURITY INSTRUMENT

If one or more riders are signed by Borrower and recorded together with this Security Instrument, the promises and agreements of each rider are incorporated as a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 10 of this Security Instrument and in any rider(s) signed by me and recorded with it.

Witnesses:

*Richard [Signature]*

*Joseph Wooten*  
Joseph Wooten (Seal) - Borrower

*Priscilla J. Wooten*  
Priscilla Wooten (Seal) - Borrower

STATE OF NEW YORK, KINGS

County is:

On this 21st day of July, 1994

, before me personally came

Joseph Wooten and Priscilla Wooten

and known to me to be the individual(s) described in and who executed the foregoing instrument, and they to me known and acknowledged to me that they executed the same.

*Joseph D. Monaco*  
Notary Public

JOSEPH D. MONACO  
Notary Public, State of New York  
No. [Redacted]  
Qualified in Kings County  
Commission Expires Feb. 26, 1996

HEEL 3363 PG 08 77

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21st day of July, 1994 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

NATIONAL WESTMINSTER BANK USA

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1064 Vermont Avenue, 4D-A  
Brooklyn, NY 11207

(Property Address)

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

(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.

**B. Hazard 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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard 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, with any excess 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 Uniform Covenant 10.

**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.

Joseph Wooten (Seal)  
Borrower

Priscilla Wooten (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

## SCHEDULE "A"

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. 4D-A in the County of Kings and State of New York, said Unit being designated and described in a certain declaration dated May 5, 1994, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the Building is situate, which declaration was recorded in the Office of the Register of the City of New York, County of Kings (the "City Register's Office") on May 27, 1994 in Reel 3301, at page 1068 as Condominium No. 468.

This Unit is also designated as Tax Lot 1048 in Block 4414 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by Herbert Fleischer Associates on May 17, 1994, and filed with the Real Property Assessment Department of the City of New York and the Kings County Register's Office on May 27, 1994, as Condominium Map No. 5807.

Together with an undivided 0.1160  $\frac{1}{4}$  interest in the Common Elements (as such term is defined in the Declaration);

The land on which the Condominium is located is more particularly bounded and described as follows:

**PARCEL 1: (Block 4414)**

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, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the Southerly side of Cozine Avenue with the Easterly side of New Jersey Avenue;

**RUNNING THENCE** Easterly along the Southerly side of Cozine Avenue 200 feet to the Westerly side of Vermont Street;

**THENCE** Southerly along the Westerly side of Vermont Street 485 feet to the Northerly side of Flatlands Avenue;

**THENCE** Westerly along the Northerly side of Flatlands Avenue 200 feet to the Easterly side of New Jersey Avenue;

**THENCE** Northerly along the Easterly side of New Jersey Avenue 485 feet to the corner, the point or place of **BEGINNING**.

**AND**

**PARCEL 2: (Block 4415)**

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, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the Easterly side of Vermont Street with the Northerly side of Flatlands Avenue;

**RUNNING THENCE** Easterly along the Northerly side of Flatlands Avenue 698.71 feet to the Northwesterly side of Van Siclen Avenue;

**THENCE** Northeasterly along the Northwesterly side of Van Siclen Avenue 532.28 feet to the Southerly side of Cozine Avenue;

**THENCE** Westerly along the Southerly side of Cozine Avenue 918.01 feet to the Easterly side of Vermont Street;

**THENCE** Southerly along the Easterly side of Vermont Street 485 feet to the corner, the point or place of **BEGINNING**.

**AND**

**PARCEL 3: (Block 4423)**

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 bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the Easterly side of Jerome Street with the Northerly side of Flatlands Avenue;

**RUNNING THENCE** Easterly along the Northerly side of Flatlands Avenue 940 feet to the Westerly side of Elton Street;

**THENCE** Northerly along the Westerly side of Elton Street 485 feet to the Southerly side of Cozine Avenue;

**THENCE** Westerly along the Southerly side of Cozine Avenue 940 feet to the Easterly side of Jerome Street;

**THENCE** Southerly along the Easterly side of Jerome Street 485 feet to the corner, the point or place of **BEGINNING**.

REEL 3363760880

GUARDIAN LAND ABSTRACT CORP.

RECORD AND RETURN TO:  
G0800K/4D-A (360K7474)  
NATWEST HOME MORTGAGE CORPORATION  
PO BOX 1910  
BELMAR, NJ 07719

ATTN: POST CLOSING



REEL 3163 PG 0881

**CITY REGISTER RECORDING AND ENDORSEMENT PAGE**  
**- KINGS COUNTY -**  
*(This page forms part of the Instrument)*

Block(s) 4414  
 Lot(s) 1048

Record & Return to: Natwest Home Mortgage Corp  
P.O. Box 1910, Belmar, NJ 07719  
 Title/Agent Company \_\_\_\_\_  
 Title Company number \_\_\_\_\_

**OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (A): \_\_\_\_\_

|  |  |
|--|--|
| Mlge Tax Serial No.  | _____  |
| Mlge Amount  | \$ _____   |
| Taxable Amount   | \$ <u>59600</u>  |
| Exemption (✓) _____  | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| Type: <small>EXEMPT ONE OF</small>   | <u>[339EE]</u> [255] [OTHER _____]                       |
| Dwelling Type: <small>EXEMPT ONE OF</small>  | [1 to 2] [3] [4 to 6] [OVER 6]                           |
| <b>TAX RECEIVED ON ABOVE MORTGAGE ▼</b>  |  |
| County (basic)   | \$ <u>283.43</u>   |
| City (Add'l)   | \$ <u>566.89</u>   |
| Spec Add'l   | \$ _____   |
| TASF   | \$ <u>149.90</u>   |
| MTA  | \$ <u>116.72</u>   |
| NYCTA  | \$ _____   |
| <b>TOTAL TAX</b>   | \$ <u>1116.06</u>  |
| Apportionment Mortgage (✓) - YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |  |

*J. P. Brown*  
 J. P. Brown, City Register

City Register Serial Number \_\_\_\_\_

|   |                                  |
|---|----------------------------------|
| Indexed By (A): <u>BJ</u>                     | Verified By (A): _____           |
| Block(s) and Lot(s) verified by (A): <u>J</u> |                                  |
| Address <input type="checkbox"/>              | Tax Map <input type="checkbox"/> |
| Extra Block(s) _____                          | Lot(s) _____                     |
| Recording Fee <u>0</u>                        | \$ <u>45</u>                     |
| Affidavit Fee (C)                             | \$ <u>8</u>                      |
| TP-584/582 Fee (Y)                            | \$ _____                         |
| RPTT Fee (R)                                  | \$ _____                         |
| HPD-A <input type="checkbox"/>                | HPD-C <input type="checkbox"/>   |
| New York State Real Estate Transfer Tax ▼     |                                  |
| \$ _____                                      |                                  |
| Serial Number →                               |                                  |
| New York City Real Property Transfer Tax      |                                  |
| Serial Number →                               |                                  |
| New York State Gains Tax                      |                                  |
| Serial Number →                               |                                  |



**RECORDED IN KINGS COUNTY  
 OFFICE OF THE CITY REGISTER**

1994 JUN 22 11:46

Witness My Hand and Official Seal

*J. P. Brown*  
 City Register

CRGFMSK BPG 1/93

REEL 5559 PG 2204

CITY REGISTER RECORDING AND ENDORSEMENT PAGE

COUNTY OF KINGS

THIS PAGE FORMS PART OF THE INSTRUMENT

TOTAL NUMBER OF PAGES IN DOCUMENT INCLUDING THIS PAGE 2

|  |                                       |  |
|--|---------------------------------------|--|
| Block <u>4414</u>  | LOTS - ONLY IF ENTIRE LOT <u>1048</u> | Partial Lots P/O   |
| Premises <u>1064 Vermont St<br/>4D-A Brooklyn NY 11207</u> | RECORD & RETURN TO:                   | NAME <u>LIBERTY LENDING SERVICES INC. LINDA SHACKLETON</u> |
| Title/Agent Company Name                                   |                                       | ADDRESS <u>2251 ROMBACH AVE. P.O. BOX 1000</u>             |
| Title Company Number                                       |                                       | CITY <u>WILMINGTON</u> STATE <u>OH</u> ZIP <u>45177</u>    |

NAME & ADDR

PARTY 1 Fleet Bank National Assoc F/K/A Natwest Bank U.A. F/K/A

ADDITIONAL PARTY 1 \_\_\_\_\_ FOLD

PARTY 2 LIBERTY SAVINGS BANK

ADDITIONAL PARTY 2 \_\_\_\_\_

CHECK THIS BOX IF THERE ARE MORE THAN 2 OF EITHER PARTY

CITY REGISTER'S USE ONLY - DO NOT WRITE BELOW THIS LINE

Examined by: \_\_\_\_\_

Mtge Tax Serial No. \_\_\_\_\_

Mtge Amount \$ \_\_\_\_\_

Taxable Amount \$ \_\_\_\_\_

Exemption (v) Yes  No

Type: [338EE] [295] [OTHER \_\_\_\_\_]

Dwelling Type: [1 to 2] [3] [4 to 5] [OVER 6]

TAX RECEIVED ON ABOVE MORTGAGE

|                |    |
|----------------|----|
| County (basic) | \$ |
| City (Add'l)   | \$ |
| Spec Add'l     | \$ |
| TASF           | \$ |
| MTA            | \$ |
| NYCTA          | \$ |
| TOTAL TAX      | \$ |

Appurtenment Mortgage (v) Yes  No

City Register Serial Number [REDACTED]

Indexed By: [Signature] Verified By: \_\_\_\_\_

Block(s) and Lot(s) verified by (v):

Address [Signature] Tax Map

Extra Block(s) \_\_\_\_\_ Lot(s) \_\_\_\_\_

Recording Fee E \$ 27

Affidavit Fee (C) \$ \_\_\_\_\_

RPTT Fee (R) \$ \_\_\_\_\_

HPD-A  HPD-C

New York State Real Estate Transfer Tax \$ \_\_\_\_\_

Serial Number \_\_\_\_\_

New York City Real Property Transfer Tax Serial Number \_\_\_\_\_

2002 APR -9 A 8 43

RECORDED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK

APR 09 2002



[Signatures]



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

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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 2**

Document ID: 2004083000721001 Document Date: 06-28-2000 Preparation Date: 08-30-2004  
Document Type: ASSIGNMENT, MORTGAGE  
Document Page Count: 1

|  |  |
|--|--|
| <b>PRESENTER:</b><br>AURORA LOAN SERVICES, INC<br>601 5TH AVENUE<br>SCOTTSBLUFF, NE 69361<br>308-220-2749<br>LOAN NO. 0105262737 | <b>RETURN TO:</b><br>AURORA LOAN SERVICES, INC<br>601 5TH AVENUE<br>SCOTTSBLUFF, NE 69361<br>308-220-2749<br>LOAN NO. 0105262737 |
|--|--|

**PROPERTY DATA**

| Borough  | Block | Lot             | Unit  | Address             |
|--|-------|-----------------|-------|---------------------|
| BROOKLYN                                       | 4414  | 1048 Entire Lot | 4-D A | 1064 VERMONT STREET |
| <b>Property Type:</b> DWELLING ONLY - 1 FAMILY |       |                 |       |                     |

**CROSS REFERENCE DATA**

BROOKLYN Year: 1994 Reel: 3363 Page: 867

**PARTIES**

|   |  |
|---|--|
| <b>ASSIGNOR/OLD LENDER:</b><br>LIBERTY SAVINGS BANKM, F.S.B.<br>2251 ROMBACH AVENUE<br>WILMINGTON, OH 45177 | <b>ASSIGNEE/NEW LENDER:</b><br>MORTGAGE ELECTRONIC REGISTRATION<br>SYSTEMS, INC.<br>G4318 MILLER ROAD<br>FLINT, MI 49507 |
|---|--|

**FEES AND TAXES**

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



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

Recorded/Filed 09-16-2004 12:15  
City Register File No.(CRFN):  
**2004000578863**

*Rochelle Patricia*  
City Register Official Signature

Recording Requested By:  
Liberty Lending Services Inc.

When Recorded Return To:  
Aurora Loan Services Inc.  
601 5th Avenue  
P.O. Box 1706  
Scottsbluff, NE 69363-1706  
Attn: Darline Dietz

CORPORATE ASSIGNMENT OF MORTGAGE

KINGS COUNTY, NEW YORK  
SELLER'S SERVICING#: [REDACTED]

WOOTEN [REDACTED]

Date of Assignment: 06/28/00

Assignor: LIBERTY SAVINGS BANK, F.S.B. at 2251 ROMBACH AVENUE, WILMINGTON,

OH 45177-

Assignee: Mortgage Electronic Registration Systems, Inc.

6 4318 Miller Road, Flint, MI 48507

Executed By: JOSEPH WOOTEN AND PRISCILLA WOOTEN To: NATIONAL WESTMINSTER  
BANK USA NATWEST BANK, N.A.

Mortgage Dated 07/21/94 and Recorded 8-22-1994 in Book/Reel/Liber  
3363 Page/Folio 0867 In KINGS COUNTY, NEW YORK.

Property Address: 1064 Vermont Street, 4D-A, Brooklyn NY 11207

Block 4414 Lot 1048

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.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN  
and NO/100ths DOLLARS and other good and valuable consideration, paid to  
the above named Assignor, the receipt and sufficiency of which is hereby  
acknowledged, the said Assignor hereby assigns unto the above-named  
Assignee, the said Mortgage together with the Note or other evidence of  
indebtedness (the "Note"), said Note having an original principal sum of  
\$59,600.00 with interest, secured thereby, together with all moneys now  
owing or that may hereafter become due or owing in respect thereof, and the  
full benefit of all the powers and of all the covenants and provisos  
therein contained, and the said Assignor hereby grants and conveys unto the  
said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said  
property unto the said Assignee forever, subject to the terms contained in  
said Mortgage and Note. IN WITNESS WHEREOF, the assignor has executed  
these presents the day and year first above written:

Liberty Savings Bank, F.S.B.

On 6/28/00 (DATE)

By: Elaine Warren

ELAINE WARREN, ASSISTANT SECRETARY

STATE OF Ohio  
COUNTY OF Clinton

On the 28th day of June in the year 2000 before me, the  
undersigned, personally appeared Elaine Warren, Assistant Secretary,  
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(s)  
made such appearance before the undersigned in the County of Clinton, State  
of Ohio.

Shayne L. Wynn  
Shayne L. Wynn  
Notary Expires: 04/16/2003



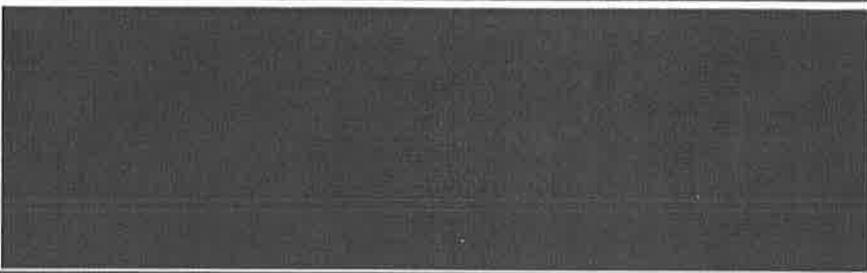
SHAYNE L. WYNN  
Notary Public, State of Ohio  
My Commission Expires April 16, 2003  
Recorded in Clinton County

(This is the notarial seal)

Liberty Lending Services Inc. P.O. Box 1000 Wilmington OH 45177

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

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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 4**

**Document ID: 2016030100884001** Document Date: 03-01-2016 Preparation Date: 03-01-2016  
 Document Type: ASSIGNMENT, MORTGAGE  
 Document Page Count: 2

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

**RETURN TO:**  
 DITECH FINANCIAL LLC  
 2100 ALT 19 NORTH  
 PALM HARBOR, FL 34683

|  |           | PROPERTY DATA    |                     |
|--|-----------|------------------|---------------------|
| Borough  | Block Lot | Unit             | Address             |
| BROOKLYN   | 4414 1048 | Entire Lot 4-D A | 1064 VERMONT STREET |
| <b>Property Type:</b> SINGLE RESIDENTIAL COOP UNIT |           |                  |                     |

**CROSS REFERENCE DATA**

**CRFN:** 2004000578863  
 Additional Cross References on Continuation Page

**PARTIES**

**ASSIGNOR/OLD LENDER:**  
 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS  
 PO BOX 2026,  
 FLINT, MI 48501

**ASSIGNEE/NEW LENDER:**  
 DITECH FINANCIAL LLC  
 7360 SOUTH KYRENE ROAD, T314,  
 TEMPE, AZ 85283

**FEES AND TAXES**

| Mortgage :                    |          |
|-------------------------------|----------|
| Mortgage Amount:              | \$ 0.00  |
| Taxable Mortgage Amount:      | \$ 0.00  |
| Exemption:                    |          |
| <b>TAXES:</b> County (Basic): | \$ 0.00  |
| City (Additional):            | \$ 0.00  |
| Spec (Additional):            | \$ 0.00  |
| TASF:                         | \$ 0.00  |
| MTA:                          | \$ 0.00  |
| NYCTA:                        | \$ 0.00  |
| Additional MRT:               | \$ 0.00  |
| <b>TOTAL:</b>                 | \$ 0.00  |
| Recording Fee:                | \$ 47.00 |
| Affidavit Fee:                | \$ 0.00  |

|                                 |         |
|---------------------------------|---------|
| Filing Fee:                     | \$ 0.00 |
| NYC Real Property Transfer Tax: | \$ 0.00 |
| NYS Real Estate Transfer Tax:   | \$ 0.00 |

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



Recorded/Filed 03-08-2016 11:11  
 City Register File No.(CRFN):  
**2016000078802**

*Annette McHill*

*City Register Official Signature*

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



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

**PAGE 2 OF 4**

**Document ID: 2016030100884001**

Document Date: 03-01-2016

Preparation Date: 03-01-2016

Document Type: ASSIGNMENT, MORTGAGE

**CROSS REFERENCE DATA**

BROOKLYN Year: 1994 Reel: 3363 Page: 867

BROOKLYN Year: 2002 Reel: 5559 Page: 2204

When Recorded Return To:  
Ditech Financial LLC  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683

## ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., WHOSE ADDRESS IS PO BOX 2026, FLINT, MI 48501-2026, (ASSIGNOR), (MERS Address: 1901 E Voorhees Street, Suite C, Danville, IL 61834) by these presents does convey, grant, assign, transfer and set over the described Mortgage, as the same has not been consolidated, extended or modified, with all interest secured thereby, all liens, and any rights due or to become due thereon to DITECH FINANCIAL LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 7360 SOUTH KYRENE ROAD, T314, TEMPE, AZ 85283 (800)643-0202, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

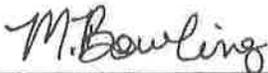
Said Mortgage is dated 07/21/1994, made by JOSEPH WOOTEN AND PRISCILLA WOOTEN to NATIONAL WESTMINSTER BANK USA, in the principal sum of \$59,600.00 and recorded on 08/22/1994, in Reel 3363 and Page 867, in the office of the Registry of KINGS County, NY.

Property is commonly known as: 1064 VERMONT STREET 4D-A,  
BROOKLYN, NY 11207.

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 this 01st day of March in the year 2016.  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.



MERANDA BOWLING  
ASST. SECRETARY



DANIELLE BURNS  
WITNESS

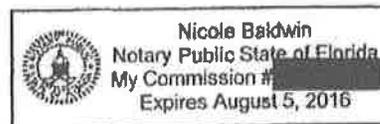
All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA COUNTY OF PINELLAS

Before me, this 01st day of March in the year 2016, the undersigned, personally appeared Meranda Bowling as ASST. SECRETARY for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., 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.



NICOLE BALDWIN  
COMM EXPIRES: 08/05/2016



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152  
Property(S/B/L) Block: 4414 Lot: 1048 Unit: 4 D A

Addresses: 1901 E Voorhees St., Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026 DOCR  
T2616025515 IC:21 FERMNY1

Exhibit

Assignment: FLEET BANK, NATIONAL ASSOCIATION F/K/A NATWEST BANK N.A., F/K/A NATIONAL WESTMINSTER BANK USA TO LIBERTY SAVINGS BANK, F.S.B. DATED 03-06-2002. REC: 04-09-2002 BK 5559 PG 2204

Assignment: LIBERTY SAVINGS BANK, F.S.B. TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS DATED 06-28-2000. REC: 09-16-2004 INSTR# 2004000578863



SCHEDULE "E"

Principal Balance

\$26,070.49

Interest @ 7 % per annum from date of July 1, 2016, from the date of execution of the complaint

Additional charges, costs and fees incurred in connection with the default as provided for in the Note and Mortgage and/or Loan Modification Agreement if modified



# Exhibit B

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS

---

DITECH FINANCIAL LLC,

Plaintiff,

vs

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA; "JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Defendants.

---

NOTICE OF  
PENDENCY  
OF ACTION

Index No.

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 plaintiff against the above named defendant(s) for the foreclosure of a mortgage bearing the date July 21, 1994, executed by **PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, DECEASED AND JOSEPH WOOTEN, DECEASED**, to secure the sum of \$59,600.00 and recorded in Reel 3363 of Mortgages at Page 0867, in the Office of the City Register of the City of New York on August 22, 1994; said mortgage was then assigned to Liberty Savings Bank F.S.B. by virtue of an

Assignment of Mortgage recorded on April 9, 2002 in Reel 5559, at Page 2204; said mortgage was then further assigned to Mortgage Electronic Registration Systems, Inc. by virtue of an Assignment of Mortgage recorded on September 16, 2004 in CRFN 2004000578863; said mortgage was then further assigned to Plaintiff by virtue of an Assignment of Mortgage recorded on March 8, 2016 in CRFN 2016000078802.

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: June 6, 2017

  
\_\_\_\_\_  
Mark K. Broyles, Esq.  
FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone No. (585)232-7400  
YGRMC708

Property Address: 1064 VERMONT STREET 4-DA, BROOKLYN, NY 11207  
Tax Map/Parcel ID No.: Block: 4414 Lot: 1048 of the BOROUGH of BROOKLYN, NY 11207

**SCHEDULE "A" LEGAL DESCRIPTION**

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. 4D-A in the County of Kings and State of New York, said Unit being designated and described in a certain declaration dated May 5, 1994, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the Building is situate, which declaration was recorded in the Office of the Register of the City of New York, County of Kings (the "City Register's Office") on May 27, 1994 in Reel 3301, at page 1068 as Condominium No. 468.

This Unit is also designated as Tax Lot 1048 in Block 4414 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by Herbert Fleischer Associates on May 17, 1994, and filed with the Real Property Assessment Department of the City of New York and the Kings County Register's Office on May 27, 1994, as Condominium Map No. 5807.

Together with an undivided 0.1160% interest in the Common Elements (as such term is defined in the Declaration);

The land on which the Condominium is located is more particularly bounded and described as follows:

**PARCEL 1: (Block 4414)**

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, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Southerly side of Cozine Avenue with the Easterly side of New Jersey Avenue;

RUNNING THENCE Easterly along the Southerly side of Cozine Avenue 200 feet to the Westerly side of Vermont Street;

THENCE Southerly along the Westerly side of Vermont Street 485 feet to the Northerly side of Flatlands Avenue;

**-CONTINUED-**

THENCE Westerly along the Northerly side of Flatlands Avenue 200 feet to the Easterly side of New Jersey Avenue;

THENCE Northerly along the Easterly side of New Jersey Avenue 485 feet to the corner, the point or place of BEGINNING.

AND

**PARCEL 2: (Block 4415)**

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, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of Vermont Street with the Northerly side of Flatlands Avenue;

RUNNING THENCE Easterly along the Northerly side of Flatlands Avenue 698.71 feet to the Northwesterly side of Van Siclen Avenue;

THENCE Northeasterly along the Northwesterly side of Van Siclen Avenue 532.28 feet to the Southerly side of Cozine Avenue;

THENCE Westerly along the Southerly side of Cozine Avenue 918.01 feet to the Easterly side of Vermont Street;

THENCE Southerly along the Easterly side of Vermont Street 485 feet to the corner, the point or place of BEGINNING.

AND

**PARCEL 3: (Block 4423)**

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 bounded and described as follows:

~~-CONTINUED-~~

BEGINNING at the corner formed by the intersection of the Easterly side of Jerome Street with the Northerly side of Flatlands Avenue;

RUNNING THENCE Easterly along the Northerly side of Flatlands Avenue 940 feet to the Westerly side of Elton Street;

THENCE Northerly along the Westerly side of Elton Street 485 feet to the Southerly side of Cozine Avenue;

THENCE Westerly along the Southerly side of Cozine Avenue 940 feet to the Easterly side of Jerome Street;

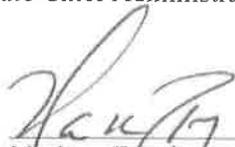
THENCE Southerly along the Easterly side of Jerome Street 485 feet to the corner, the point or place of BEGINNING.

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

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

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

6/6/17  
Dated

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

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS

DITECH FINANCIAL LLC,

Plaintiff,

-vs-

SUMMONS

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA; "JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Index No.

Defendants.

Mortgaged Premises:  
1064 VERMONT STREET 4-DA  
BROOKLYN, NY 11207

TO THE ABOVE NAMED DEFENDANT(S):

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

**NOTICE  
YOU ARE IN DANGER OF LOSING YOUR HOME**

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

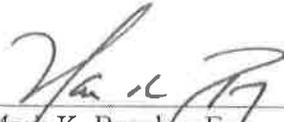
**Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.**

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

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

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

Dated: June 6, 2017

  
\_\_\_\_\_  
Mark K. Broyles, Esq.  
FIEN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone No. (585) 232-7400  
YGRMC708

Block: 4414  
Lot: 1048

**NATURE AND OBJECT OF ACTION**

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

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

## **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](http://www.dfs.ny.gov).**

### **Rights and Obligations**

**YOU ARE NOT REQUIRED TO LEAVE YOUR HOME AT THIS TIME. You have the right to stay in your home during the foreclosure process. You are not required to leave your home unless and until your property is sold at auction pursuant to a judgment of foreclosure and sale.**

**Regardless of whether you choose to remain in your home, YOU ARE REQUIRED TO TAKE CARE OF YOUR PROPERTY and pay property taxes in accordance with state and local law.**

### **Foreclosure Rescue Scams**

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

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS

\_\_\_\_\_  
DITECH FINANCIAL LLC,

Plaintiff,

-vs-

**COMPLAINT**

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA; "JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Index No.

Defendants.  
\_\_\_\_\_

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 foreign state limited liability company duly licensed, organized and existing pursuant to the laws of their state, doing business in New York.

**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 in possession of the Note referenced in paragraph FOURTH prior to the commencement of this action and is entitled to enforce the Note.

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

**SEVENTH:** The Mortgage is currently held by Plaintiff. As such, Plaintiff is current beneficiary of the Mortgage securing the Note, the originals of which are in Plaintiff's possession and control, and Plaintiff is otherwise entitled to enforce the subject Mortgage and Note pursuant to law.

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

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

**TENTH:** That the defendant(s), **THE HEIRS AT LARGE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN**, has failed to comply with the conditions of the mortgage(s) or bond(s) by failing to pay portions of principal, interest or taxes, assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully described in "Schedule E".

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

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

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

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

**FIFTEENTH:** That the plaintiff is now the true and lawful holder of the said bond(s)/note(s) and is mortgagee of record or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note; and there have been no prior proceedings, at law or otherwise, to collect or enforce the bond(s)/note(s) or mortgage(s) except for Index No. 34683/04, which was voluntarily discontinued without prejudice and no such proceedings are currently pending.

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

**SEVENTEENTH:** The plaintiff shall not be deemed to have waived, altered, released or changed its election herein by reason of any payment after the commencement of this action of any or all of the defaults mentioned herein and such election shall continue to be effective.

**WHEREFORE,** plaintiff demands judgment adjudging and decreeing the amounts due it for principal, interest, costs and reasonable attorneys' fees if provided for in the bond(s), note(s) or mortgage(s), and that the defendants, and any persons claiming by, through or under

them subsequent to the commencement of this action, and every other person or corporation whose right, title, conveyance or encumbrance of the Mortgaged Premises is subsequent or recorded subsequent to the plaintiff's interest, be forever barred and foreclosed of all right, claim, lien, interest or equity of redemption in and to the Mortgaged Premises; that the Mortgaged Premises, or part thereof, be decreed to be sold according to law as may be necessary to raise the amounts due for principal, interest, costs, allowances and disbursements, together with any monies advanced and paid by the plaintiff; that the plaintiff be paid the amounts due on said bond(s), note(s) and mortgage(s), and any sums paid by the plaintiff to protect the lien of its mortgage(s) out of the proceeds from the sale thereof, with interest thereon from the respective dates of payment thereof, costs and expenses of this action and reasonable attorneys' fees, if provided for in the bond(s), note(s) or mortgage(s), provided the amount of the sale proceeds permits said payment; that any of the parties hereto may purchase the Mortgaged Premises at sale; that this Court, if requested, forthwith appoint a Receiver of the rents and profits of the Mortgaged Premises with the usual powers and duties associated therewith; that the defendants whom executed the Note and were not otherwise released or discharged from bankruptcy be adjudged to pay any remaining deficiency; and such other or further relief as may be just and equitable, unless the Defendant obtained a bankruptcy discharge and such other or further relief as may be just and equitable. The plaintiff hereby reserves its right to share in surplus monies from the sale by virtue of its position as a judgment or other lien creditor, excluding the mortgage(s) foreclosed herein.

DATED: June 6, 2017



Mark K. Broyles, Esq.  
FEIN, SUCH & CRANE. LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone: (585) 232-7400  
YGRMC708

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS  
DITECH FINANCIAL LLC,

Plaintiff,

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

-vs-

Mortgage Premises Address  
1064 VERMONT STREET 4-DA  
BROOKLYN, NY 11207

THE HEIRS AT LARGE OF THE ESTATE OF PRISCILLA WOOTEN A/K/A PRISCILLA A. WOOTEN, deceased, and all persons who are husbands, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; FINANCIAL FREEDOM ACQUISITION LLC; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DAVID J. FELIX MD; KEYSpan ENERGY DELIVERY; CAPITAL ONE BANK; BOARD OF MANAGERS OF THE MEADOW WOOD AT GATEWAY CONDOMINIUM F/K/A FAIRFIELD TOWERS CONDOMINIUM; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA; "JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, Defendant(s).

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 REBECCA ANDERSON, DOCUMENT EXECUTION

REPRESENTATIVE, 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: July 19, 2017



Mark K. Broyles, Esq.  
FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
Office and P.O. Address  
28 East Main Street, Suite 1800  
Rochester, New York 14614  
Telephone: (585) 232-7400  
YGRMC708

**SCHEDULE "A" - DEFENDANTS**

**DEFENDANTS**

**CAPACITY**

**The Heirs of the Estate of Priscilla Wooten  
a/k/a Priscilla A. Wooten**  
1064 Vermont Street, 4-DA  
Brooklyn, NY 11207

Named in their capacity as Heirs to the Estate of Priscilla Wooten a/k/a Priscilla A. Wooten, Record Owner(s) and original obligor under the Note/Bond secured by the Mortgage recorded on August 22, 1994 in Reel 3363, at Page 0867; said mortgage was then assigned to Liberty Savings Bank F.S.B. by virtue of an Assignment of Mortgage recorded on April 9, 2002 in Reel 5559, at Page 2204; said mortgage was then further assigned to Mortgage Electronic Registration Systems, Inc. by virtue of an Assignment of Mortgage recorded on September 16, 2004 in CRFN 2004000578863; said mortgage was then further assigned to Plaintiff by virtue of an Assignment of Mortgage recorded on March 8, 2016 in CRFN 2016000078802.

**Mortgage Electronic Registration Systems, Inc.**  
("MERS"), A Delaware Corporation  
P.O. Box 2026  
Flint, MI 48501-2026

Subordinate Mortgagee by virtue of Mortgage recorded on November 6, 2008 in CRFN 2008000431539 and assignment(s) in CRFN 2008000431541, and in CRFN 201000003128.

**Financial Freedom Acquisition LLC**  
190 Technology Parkway, Suite 100  
Norcross, GA 30092

Subordinate Mortgagee by virtue of Mortgage recorded on November 6, 2008 in CRFN 2008000431539 and assignment(s) in CRFN 2008000431541, and in CRFN 201000003128.

**David J. Felix MD**  
95 Broadhollow Rd., Ste. 101  
Melville, NY 11747

Possible Subordinate Lienor by virtue of Judgment in Civil Court of Kings County for \$1,185.57 against Priscilla Wooten, 1060 Vermont St., Brooklyn, NY 11207, dated November 23, 2009 and recorded on June 12, 2013 in Index No. 067484-09. Attorney of record: Richard Sokoloff, Attorney at Law, 3245 Route 112, Ste. 1, Medford, NY 11763.

**Keyspan Energy Delivery**  
One Metrotech Center  
Brooklyn, NY

Possible Subordinate Lienor by virtue of Judgment in Civil Court of Kings County for \$2,690.75 against Priscilla A. Wooten, 1064 Vermont St., Apt. A, Brooklyn, NY 11207, dated March 2, 2007 and recorded on March 14, 2008 in Index No. 141321/06. Attorney of record: Stern & Stern, 3002 Merrick Rd., Bellmore, NY 11710.

**Capital One Bank**  
15000 Capital One Dr.  
Richmond, VA 23238

Possible Subordinate Lienor by virtue of Judgment in Civil Court of Kings County for \$2,959.82 against Priscilla A. Wooten, 1064 A Vermont St., Apt. A, Brooklyn, NY 11207, dated November 2, 2007 and recorded on April 30, 2012 in Index No. 107880 07. Attorney of record: Forster & Garbus, LLP, 60 Motor Parkway, Commack, NY 11725.

**Board of Managers of the Meadow Wood at Gateway Condominium**  
f/k/a Fairfield Towers Condominium

Possible Subordinate Lienor by virtue of any unpaid common and/or maintenance charges, if owed.

**John and Jane Doe**

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

**SCHEDULE "B"**

**Secretary of Housing and Urban Development** Subordinate Mortgagee by virtue of Mortgage  
451 Seventh Street, S.W. recorded on November 6, 2008 in CRFN  
Washington, DC 20410 2008000431540.

**New York State Department of Taxation and Finance** Possible Subordinate Lienor by virtue of unpaid  
Albany, NY New York State Estate Taxes against the Estate of  
Priscilla Wooten a/k/a Priscilla A. Wooten,  
deceased, if any.

**United States of America** Possible Subordinate Lienor by virtue of unpaid  
O/B/O Internal Revenue Service Federal Estate Taxes against Priscilla Wooten  
a/k/a Priscilla A. Wooten, 1064 Vermont Street,  
4-DA, Brooklyn, NY 11207, who died a resident  
of Kings County on February 15, 2017, if any.

**SCHEDULE "C"**

**NOTE**

July 21, 1994

New York, New York  
[City] [State]1064 Vermont Street, 4D-A  
Brooklyn, NY 11207

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 59,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NATIONAL WESTMINSTER BANK USA

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 7.000 %.

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 payments every month.

I will make my monthly payments on the first day of each month beginning on September 1, 1994. 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. My monthly payments will be applied to interest before principal. If, on August 1, 2024, 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 c/o NAIWEST HOME MORTGAGE CORPORATION, P.O. Box 796, Manahawkin, NJ 08050-0796

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. \$ 396.52.

**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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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: (i) and such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen 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 two (2) % 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 delivered or mailed to me.

(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, whether or not a lawsuit is brought, 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 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:

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. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law on the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph 17, 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 mailed or delivered. 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.

Borrower has executed and acknowledges receipt of pages 1 and 2 of this Fixed Rate Note.

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

*Joseph Wooten* (Seal) Borrower  
Joseph Wooten

*Priscilla Wooten* (Seal) Borrower  
Priscilla Wooten

(Seal) Borrower

(Seal) Borrower

~~ALLANCE AFFAIRS~~ (Seal) Borrower

(Seal) Borrower

[Sign Original Only]

Loan Number [REDACTED]  
Borrower: Wooten

NOTE ALLONGE



Pay to the order of:  
Liberty Savings Bank, F.S.B.

Without Recourse  
Fleet Bank, National Association, F/K/A  
Natwest Bank, NA,  
Successor by merger to National Westminster Bank USA.

  
\_\_\_\_\_  
Michael Kohler, Vice President

**National Westminster Bank USA**

**Rider To Note**

RIDER to the NOTE dated July 21, 1994 made between Joseph Wooten and Priscilla Wooten ("Borrower(s)")

and National Westminster Bank USA, ("Lender") in the principal amount of \$ 59,600.00 (hereafter called the "Note")

Section 6 (A) entitled "Late Charge for Overdue Payments" is amended by changing the second sentence to read as follows:

"The amount of the late charge will be two (2) percent of my overdue total monthly payment of principal, interest and escrow amounts."

If the Note and the Mortgage it secures are sold by the Bank, the promises and agreements in this Rider will no longer have any force or effect.

*Joseph Wooten*  
Borrower's Signature

Joseph Wooten

*Priscilla Wooten*  
Borrower's Signature

Priscilla Wooten

Pay to the Order of:

NetWest Visa, LLC

By First Bank National Association, FKA  
NetWest Bank, N.A.

Successor by merger to National Westminster Bank USA.

*Keri Fox*  
Keri Fox  
Vice President

PAY TO THE ORDER OF

WITHOUT RECOURSE  
LIBERTY SAVINGS BANK, F.S.B.

*Timothy J. Fiedler*  
Timothy J. Fiedler, Vice President

Pay to the Order of  
LIBERTY SAVINGS BANK, F.S.B.

By NetWest Visa, LLC

*Keri Fox*  
Keri Fox  
Vice President

PAY TO THE ORDER OF

Without Recourse  
Liberty Savings Bank, F.S.B.

*Marylyn H. Anderson*  
Marylyn H. Anderson, Vice President

**SCHEDULE "D"**

REEL 3363 PG 0066

CITY REGISTER RECORDING AND ENDORSEMENT PAGE - KINGS COUNTY -

(This page forms part of the instrument)

|                     |  |
|---------------------|--|
| Block(s) <u>444</u> | Record & Return to: <u>Richard Panebianco</u>                |
| Lot(s) <u>1048</u>  | <u>90 Schermerhorn St, Bklyn, Ny 11201</u>                   |
|                     | Title/Agent Company name: <u>GUARDIAN LAND ABSTRACT CORP</u> |
|                     | Title Company number: <u>[REDACTED]</u>                      |

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (s): [REDACTED]

Mtge Tax Serial No. [REDACTED]

Mtge Amount \$ \_\_\_\_\_

Taxable Amount \$ \_\_\_\_\_

Exemption (r) YES  NO

Type: [339EE] [255] [OTHER \_\_\_\_\_]

Dwelling Type: [1 to 2] [3] [4 to 6] [OVER 6]

TAX RECEIVED ON ABOVE MORTGAGE

County (basic) \$ \_\_\_\_\_

City (Addtl) \$ \_\_\_\_\_

Spec. Addtl \$ \_\_\_\_\_

TASF \$ \_\_\_\_\_

MTA \$ \_\_\_\_\_

NYCTA \$ \_\_\_\_\_

TOTAL TAX \$ \_\_\_\_\_

Apportionment Mortgage (r) YES  NO

J. J. Brennan  
Joyce Brennan, City Register

City Register Serial Number [REDACTED]

Indexed By (s): [Signature] Verified By (s): \_\_\_\_\_

Block(s) and Lot(s) verified by (s): [Signature]

Address  Tax Map

Extra Block(s) \_\_\_\_\_ Lot(s) \_\_\_\_\_

Recording Fee A \$ 29

Affidavit Fee (C) \$ 2

TP-304/362 Fee (Y) \$ \_\_\_\_\_

RPTT Fee (R) \$ 25

HPD-A  HPD-C

New York State Real Estate Transfer Tax \$ 256

Serial Number [REDACTED]

New York City Real Property Transfer Tax Serial Number [REDACTED]

New York State Gains Tax Serial Number [REDACTED]

RECORDED IN KINGS COUNTY OFFICE OF THE CITY REGISTER

94 AUG 22 A9:46

Witness My Hand and Official Seal



J. J. Brennan  
City Register

CRGFM9K BPG 1/03

REEL 3-3-b-3-PG-0-8-6-7

(Space Above This Line For Recording Data)

### MORTGAGE

#### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument". This document, which is dated July 21, 1994, will be called the "Security Instrument".

(B) "Borrower". Joseph Wooten and Priscilla Wooten *1064 W. ... St. ...*

sometimes will be called "Borrower" and sometimes simply "I" or "me".

(C) "Lender". NATIONAL WESTMINSTER BANK USA 

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 c/o Natwest Home Mortgage Corporation, PO Box 796, Manahawkin, NJ 08050-0796

(D) "Note". The note signed by Borrower and dated July 21, 1994, will be called the "Note". The Note shows that I owe Lender FIFTY-NINE THOUSAND AND SIX HUNDRED

Dollars (U.S. \$ 59,600.00) plus interest. I have

promised to pay this debt in monthly payments and to pay the debt in full by August 1, 2024.

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

(F) "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".

#### 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 the 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;
- (B) Pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 of 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.

**RESIDES IMPROVED BY A ONE OR TWO FAMILY DWELLING** ✓

NEW YORK -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1930 (8/11)

(Page 1 of 10 pages)

Form 3033 10/91

Great Lakes Business Forms, Inc.   
To Order Call 1-800-330-1223 □ FAX 516-791-1131

REEL 3363 PG 0868

**DESCRIPTION OF THE PROPERTY**

I give Lender rights in the Property described in (A) through (G) below:

(A) The Property which is located at **1064 Vermont Street, 4D-A**  
[Street]  
**Brooklyn**, New York - **11207** This Property is in  
[City] [Zip Code] Kings County. It has the following legal description:

SEE SCHEDULE "A" ANNEXED HERETO

- (B) All buildings and other improvements that are located on the Property described in subparagraph (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subparagraph (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 subparagraph (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subparagraphs (A) and (B) of this section;
- (F) All of the rights and property described in subparagraphs (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subparagraphs (B) 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, to a limited extent, in different parts of the country. My promises and agreements are stated in "plain language".

REEL 3363 PG 0869

## 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 and late charges due under the Note.

**2. MONTHLY PAYMENTS FOR TAXES AND INSURANCE****(A) Borrower's Obligations**

I will pay to Lender all amounts necessary to pay for taxes, assessments, water frontage charges and other similar charges, sewer rents, leasehold payments or ground rents (if any), hazard or property insurance covering the Property, and flood insurance (if any). If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, (i) I also will pay to Lender all amounts necessary to pay for mortgage insurance, and (ii) if, under Paragraph 8 below, instead of paying for mortgage insurance I am required to pay Lender an amount equal to the cost of mortgage insurance, I will pay this amount to Lender. 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 the law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under the Note.

My payments under this Paragraph 2 will be for the items listed in (i) through (vi) below, which are called "Escrow Items":

- (i) The estimated yearly taxes, assessments, water frontage charges and other similar charges, and sewer rents on the Property which under the 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";
- (ii) The estimated yearly leasehold payments or ground rents on the Property (if any);
- (iii) The estimated yearly premium for hazard or property insurance covering the Property;
- (iv) The estimated yearly premium for flood insurance covering the Property (if any);
- (v) The estimated yearly premium for mortgage insurance (if any); and
- (vi) The estimated yearly amount I may be required to pay Lender under Paragraph 8 below instead of the payment of the estimated yearly premium for mortgage insurance (if any).

Lender will estimate from time to time the amount I will have to pay for Escrow Items by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless the law requires Lender to use another method for determining the amount I am to pay. The amounts that I pay to Lender for Escrow Items under this Paragraph 2 will be called the "Funds". The Funds are pledged as additional security for all Sums Secured.

The law puts limits on the total amount of Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender for a "federally related mortgage loan" could require me to place in an "escrow account" under the federal law called the "Real Estate Settlement Procedures Act of 1974", as that law may be amended from time to time. If there is another law that imposes a lower limit on the total amount of Funds Lender can collect and hold, Lender will be limited to the lower amount.

**(B) Lender's Obligations**

Lender will keep the 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 Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay Escrow Items, for making a yearly analysis of my payment of Funds or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. 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 my loan, unless the law does not permit Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

**(C) Adjustments to the Funds**

Under the law, there is a limit on the amount of Funds Lender may hold. If the amount of Funds held by Lender exceeds this limit, then the law requires Lender to account to me in a special manner for the excess amount of Funds. There will be an excess amount if, at any time, the amount of Funds which Lender is holding or keeping is greater than the amount of Funds Lender is allowed to hold under the law.

REEL 363760810

If, at any time, Lender has not received enough 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 in full. Lender will determine the number of monthly payments I have in which to pay that additional amount, but the number of payments will not be more than twelve.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, under Paragraph 21 below, Lender either acquires or sells the Property, then before the acquisition or sale, Lender will use any Funds which Lender is holding at the time of the acquisition or sale to reduce the Sums Secured.

### 3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

- First, to pay any prepayment charges due under the Note;
- Next, to pay the amounts due to Lender under Paragraph 2 above;
- Next, to pay interest due;
- Next, to pay principal due; and
- Last, to pay any late charges due under the Note.

### 4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments, water frontage charges and other similar charges, sewer rents, 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 payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making the payments on time to the person owed them. (In this Security Instrument, the word "person" means any person, organization, governmental authority or other party). If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so. If I make payment to Lender under Paragraph 2, I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 4.

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; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced; 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. Borrower shall pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

### 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 must cover loss or damage caused by fire, hazards normally covered by "standard coverage" hazard insurance policies and other hazards for which Lender requires coverage, including floods and flooding. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain the insurance coverage described above, Lender may obtain insurance coverage to protect Lender's interest in the property in accordance with paragraph 7 below.

All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

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 is called "proceeds". The proceeds will be used to repair or to restore the damaged Property unless: (A) it is not economically feasible to make the repairs or restoration; or (B) the use of the 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 proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Security Instrument. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

REEL 3363 PG 08 TT1

If I abandon the Property, or 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 collect the proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property under Paragraph 21 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold.

#### 6. BORROWER'S OBLIGATIONS TO OCCUPY THE PROPERTY, TO MAINTAIN AND PROTECT THE PROPERTY, AND TO FULFILL ANY LEASE OBLIGATIONS; BORROWER'S LOAN APPLICATION

##### (A) Borrower's Obligations to Occupy the Property

I will occupy the Property and use the Property as my principal residence within sixty 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.

##### (B) Borrower's Obligations to Maintain and Protect the Property

I will keep the Property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate.

I will be "in default" under this Security Instrument if I fail to keep any promise or agreement made in this Security Instrument. I also will be in default under this Security Instrument if any civil or criminal action or proceeding for "forfeiture" (that is, a legal action or proceeding to require the Property, or any part of the Property, to be given up) is begun and Lender determines, in good faith, that this action or proceeding could result in a court ruling (i) that would require forfeiture of the Property or (ii) that would materially impair the lien of this Security Instrument or Lender's rights in the Property. I may correct the default by obtaining a court ruling that dismisses the legal action or proceeding, if Lender determines, in good faith, that this court ruling prevents forfeiture of my interests in the Property and also prevents any material impairment of (i) the lien created by this Security Instrument or (ii) Lender's rights in the Property. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Paragraph 18 below, even if Lender has required immediate payment in full.

##### (C) Borrower's Obligations to Fulfill Any Lease Obligations

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 fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

##### (D) Borrower's Loan Application

If, during the application process for the loan that I promise to pay under the Note, I made false or inaccurate statements to Lender about information important to Lender in determining my eligibility for the loan, Lender will treat my actions as a default under this Security Instrument. False or inaccurate statements about information important to Lender would include a misrepresentation of my intentions to occupy the Property as a principal residence. This is just one example of a false or inaccurate statement of important information. Also, if during the loan application process I failed to provide Lender with information important to Lender in determining my eligibility for the loan, Lender will treat this as a default under this Security Instrument.

#### 7. 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, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or forfeiture, or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

REEL 3363 PG 0872

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

#### 8. MORTGAGE INSURANCE

If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for the mortgage insurance. If, for any reason, the mortgage insurance coverage lapses or ceases to be in effect, I will pay the premiums for substantially equivalent mortgage insurance coverage. However, the cost of this mortgage insurance coverage must be substantially equivalent to the cost to me of the previous mortgage insurance coverage, and the alternate mortgage insurer must be approved by Lender.

If substantially equivalent mortgage insurance coverage is not available, Lender will establish a "loss reserve" as a substitute for the mortgage insurance coverage. I will 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. Lender may choose to no longer require loss reserve payments, if mortgage insurance coverage again becomes available and is obtained. The mortgage insurance coverage must be in the amount and for the period of time required by Lender. The Lender must approve the insurance company providing the coverage.

I will pay the mortgage insurance premiums, or the loss reserve payments, until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay the premiums, or the loss reserve payments, in the manner described in Paragraph 2 above.

#### 9. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

#### 10. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

A taking of property by any governmental authority by eminent domain is known as "condemnation". I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, and the fair market value of the Property immediately before the taking either is equal to, or greater than, the amount of the Sums Secured immediately before the taking, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by a fraction. That fraction is as follows: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

Unless Lender and I agree otherwise in writing or unless the law requires otherwise, if only a part of the Property is taken, and the fair market value of the Property immediately before the taking is less than the amount of the Sums Secured immediately before the taking, the proceeds will be used to reduce the Sums Secured.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

REEL 3363 PG 0873

**11. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS****(A) Borrower's Obligations**

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so.

**(B) Lender's Rights**

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 21 below to demand that I make immediate payment in full of the amount that I owe to Lender under the Note and under this Security Instrument.

**12. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS**

Any person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, 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 agreements made in this Security Instrument.

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; and (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 or to modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that person's consent.

**13. LOAN CHARGES**

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. 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 under the Note.

**14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT**

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at the address stated in the section above titled "Description of the Property". A notice will be given to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Security Instrument will be given by mailing it to Lender's address stated in subparagraph (C) of the section above titled "Words Used Often in This Document". A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

**15. LAW THAT GOVERNS THIS SECURITY INSTRUMENT**

This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the law, all other terms of this Security Instrument and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Security Instrument and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

**16. BORROWER'S COPY**

I will be given one conformed copy of the Note and of this Security Instrument.

REC-3363750879

**17. 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. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law on the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph 17, 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 mailed or delivered. 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.

**18. 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 discontinued. I will have this right at any time before sale of the Property under any power of sale granted by this Security Instrument or at any time before a judgment has been entered enforcing this Security Instrument if I 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; and
- (B) I correct my failure to keep any of my other promises or agreements made in this Security Instrument; and
- (C) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees; and
- (D) I do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and under this Security Instrument continue unchanged.

If I fulfill all of the conditions in this Paragraph 18, then the Note and 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 Paragraph 17 above.

**19. NOTE HOLDER'S RIGHT TO SELL THE NOTE OR AN INTEREST IN THE NOTE; BORROWER'S RIGHT TO NOTICE OF CHANGE OF LOAN SERVICER**

The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I may not receive any prior notice of these sales.

The entity that collects my monthly payments due under the Note and this Security Instrument 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. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under Paragraph 14 above and under applicable law. 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 the law.

**20. CONTINUATION OF BORROWER'S OBLIGATIONS TO MAINTAIN AND PROTECT THE PROPERTY**

The federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection are called "Environmental Laws". I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so.

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Paragraph 20. These 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 Laws and the substances considered hazardous for purposes of this Paragraph 20 are called "Hazardous Substances".

I will not permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property, and I will not allow anyone else to do so. 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. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property. In addition, unless the 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).

REEL 3363 PG 0875

If I know of any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws, I will promptly notify the Lender in writing. If the government notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

#### 21. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

Except as provided in Paragraph 17 above, if all of the conditions stated in subparagraphs (A), (B) and (C) of this Paragraph 21 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 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 Paragraph 21 only if all of the following conditions are met:

(A) I fail to keep any promise or agreement made in this Security Instrument, including the promises to pay when due the Sums Secured.

(B) Lender sends to me, in the manner described in Paragraph 14 above, a notice that states:

- (i) The promise or agreement that I failed to keep;
- (ii) The action that I must take to correct that default;
- (iii) A date by which I must correct the default. That date must be at least 30 days from the date on which the notice is given;
- (iv) 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;
- (v) That if I meet the conditions stated in Paragraph 18 above, I will have the right to have Lender's enforcement of this Security Instrument discontinued and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required; and
- (vi) 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.

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

#### 22. 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 the Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records.

#### 23. 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 if, on the date this Security Instrument is recorded, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, 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 that construction or work 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 Paragraph 23.

REEL 306-34800-10

24. RIDERS TO THIS SECURITY INSTRUMENT

If one or more riders are signed by Borrower and recorded together with this Security Instrument, the promises and agreements of each rider are incorporated as a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 10 of this Security Instrument and in any rider(s) signed by me and recorded with it.

Witnesses:

*Richard [Signature]*

*Joseph Wooten* (Seal) - Borrower

*Priscilla Wooten* (Seal) - Borrower

STATE OF NEW YORK, KINGS County ss:

On this 21st day of July, 1994

, before me personally came

Joseph Wooten and Priscilla Wooten

and known to me to be the individual(s) described in and who executed the foregoing instrument, and they to me known acknowledged to me that they executed the same. they duly

*Joseph D. Monaco*  
Notary Public

JOSEPH D. MONACO  
Notary Public, State of New York  
No. [Redacted]  
Qualified in Kings County  
Commission Expires Feb. 28, 1996

HEEL 3363 PG 08 77

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21st day of July, 1994 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

NATIONAL WESTMINSTER BANK USA

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1064 Vermont Avenue, 4D-A  
Brooklyn, NY 11207

(Property Address)

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

(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.

B. Hazard 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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard 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, with any excess 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 Uniform Covenant 10.

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 for 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.

*Joseph Wooten*  
Joseph Wooten

(Seal)  
Borrower

*Priscilla Wooten*  
Priscilla Wooten

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

REEL 3363 PG 0878

## SCHEDULE "A"

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. 4D-A in the County of Kings and State of New York, said Unit being designated and described in a certain declaration dated May 5, 1994, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the Building is situate, which declaration was recorded in the Office of the Register of the City of New York, County of Kings (the "City Register's Office") on May 27, 1994 in Reel 3301, at page 1068 as Condominium No. 468.

This Unit is also designated as Tax Lot 1048 in Block 4414 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by Herbert Fleischer Associates on May 17, 1994, and filed with the Real Property Assessment Department of the City of New York and the Kings County Register's Office on May 27, 1994, as Condominium Map No. 5807.

Together with an undivided 0.1160 % interest in the Common Elements (as such term is defined in the Declaration);

The land on which the Condominium is located is more particularly bounded and described as follows:

**PARCEL 1: (Block 4414)**

**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, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the Southerly side of Cozine Avenue with the Easterly side of New Jersey Avenue;

**RUNNING THENCE** Easterly along the Southerly side of Cozine Avenue 200 feet to the Westerly side of Vermont Street;

**THENCE** Southerly along the Westerly side of Vermont Street 485 feet to the Northerly side of Flatlands Avenue;

**THENCE** Westerly along the Northerly side of Flatlands Avenue 200 feet to the Easterly side of New Jersey Avenue;

**THENCE** Northerly along the Easterly side of New Jersey Avenue 485 feet to the corner, the point or place of **BEGINNING**.

**AND**

REEL 336 376 08 79

**PARCEL 2: (Block 4415)**

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, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the Easterly side of Vermont Street with the Northerly side of Flatlands Avenue;

**RUNNING THENCE** Easterly along the Northerly side of Flatlands Avenue 698.71 feet to the Northwesternly side of Van Siclen Avenue;

**THENCE** Northeastly along the Northwesternly side of Van Siclen Avenue 532.28 feet to the Southerly side of Cozine Avenue;

**THENCE** Westerly along the Southerly side of Cozine Avenue 918.01 feet to the Easterly side of Vermont Street;

**THENCE** Southerly along the Easterly side of Vermont Street 485 feet to the corner, the point or place of **BEGINNING**.

**AND**

**PARCEL 3: (Block 4423)**

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 bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the Easterly side of Jerome Street with the Northerly side of Flatlands Avenue;

**RUNNING THENCE** Easterly along the Northerly side of Flatlands Avenue 940 feet to the Westerly side of Elton Street;

**THENCE** Northerly along the Westerly side of Elton Street 485 feet to the Southerly side of Cozine Avenue;

**THENCE** Westerly along the Southerly side of Cozine Avenue 940 feet to the Easterly side of Jerome Street;

**THENCE** Southerly along the Easterly side of Jerome Street 485 feet to the corner, the point or place of **BEGINNING**.

REEL 363160880

GUARDIAN LAND ABSTRACT CORP.

[REDACTED]

WILVEST HOME MORTGAGE CORPORATION  
PO BOX 1910  
BELMAR, NJ 07719

ATTN: POST CLOSING

[REDACTED]

[REDACTED]

CITY REGISTER RECORDING AND ENDORSEMENT PAGE - KINGS COUNTY - (This page forms part of the instrument)

REF 3363 PG 0881

Block(s) 4414 Lot(s) 1048

Record & Return to: Natwest Home Mortgage Corp P.O. Box 1910, Belmar, NJ 07719 Title/Agent Company Title Company number

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (s):

Mtge Tax Serial No., Mtge Amount, Taxable Amount \$59600, Exemption YES NO, Type [339EE], Dwelling Type [1 to 2] [3] [4 to 6] [OVER 6], TAX RECEIVED ON ABOVE MORTGAGE, County (basic) \$283.55, City (Adtl) \$566.89, Spec Adtl, TASF \$149.00, MTA \$116.72, NYCTA, TOTAL TAX \$1116.06, Department Mortgage YES NO

City Register Serial Number, Indexed By (s), Verified By (s), Block(s) and Lot(s) verified by (s), Address, Tax Map, Extra Block(s), Lot(s), Recording Fee \$45, Altklavil Fee (C) \$8, TP-S84/SR2 Fee (Y), RPIT Fee (R), HPD-A, HPD-C, New York State Real Estate Transfer Tax, Serial Number, New York City Real Property Transfer Tax, Serial Number, New York State Gains Tax, Serial Number



RECORDED IN KINGS COUNTY OFFICE OF THE CITY REGISTER

1994 03 22 11:32 46

Witness My Hand and Official Seal

Signature of City Register

CRG/MSK/BPG 1/2

REEL 5559 PG 2204

CITY REGISTER RECORDING AND ENDORSEMENT PAGE

COUNTY OF **KINGS**

THIS PAGE FORMS PART OF THE INSTRUMENT

TOTAL NUMBER OF PAGES IN DOCUMENT INCLUDING THIS PAGE **2**

|   |   |   |
|---|---|---|
| Block<br><b>4414</b>  | LOTS - ONLY IF ENTIRE LOT<br><b>1048</b>                      | Partial Lots<br>PIO                               |
| Premises<br><b>1064 Vermont St<br/>4D-A Brooklyn NY 11207</b> | NAME<br><b>LIBERTY LENDING SERVICES INC. LINDA SHACKLETON</b> | ADDRESS<br><b>2261 ROMBACH AVE. P.O. BOX 1000</b> |
| Title/Agent Company Name                                      | CITY<br><b>WILMINGTON</b>                                     | STATE<br><b>OH</b>                                |
| Title Company Number  | ZIP<br><b>45177</b>   |   |

VALUE & ADDRESS

PARTY 1 **Fleet Bank National Assoc F/K/A Natwest Bank N.A. F/K/A**

ADDITIONAL PARTY 1

PARTY 2 **LIBERTY SAVINGS BANK**

ADDITIONAL PARTY 2

CHECK THIS BOX IF THERE ARE MORE THAN 2 OF EITHER PARTY

CITY REGISTER'S USE ONLY - DO NOT WRITE BELOW THIS LINE

Examined by:

Mtge Tax Serial No. \_\_\_\_\_

Mtge Amount \$ \_\_\_\_\_

Taxable Amount \$ \_\_\_\_\_

Exemption (v) Yes  No

Type: [338EE] [255] [OTHER \_\_\_\_\_]

Dwelling Type: [1 to 2] [3] [4 to 6] [OVER 6]

TAX RECEIVED ON ABOVE MORTGAGE

County (basic) \$ \_\_\_\_\_

City (Add'l) \$ \_\_\_\_\_

Spec Add'l \$ \_\_\_\_\_

TASF \$ \_\_\_\_\_

MTA \$ \_\_\_\_\_

NYCTA \$ \_\_\_\_\_

TOTAL TAX \$ \_\_\_\_\_

Apportionment Mortgage (v) Yes |  No |

City Register Serial Number **[REDACTED]**

Indexed By: **[Signature]** Verified By: \_\_\_\_\_

Block(s) and Lot(s) verified by (v):  
Address **[Signature]** Tax Map

Extra Block(s) \_\_\_\_\_ Lot(s) \_\_\_\_\_

Recording Fee **E** \$ **27**

Affidavit Fee (C) \$ \_\_\_\_\_

RPTT Fee (R) \$ \_\_\_\_\_

HPD-A  HPD-C

New York State Real Estate Transfer Tax \$ \_\_\_\_\_

Serial Number \_\_\_\_\_

New York City Real Property Transfer Tax Serial Number \_\_\_\_\_

2002 APR -9 A 843

RECORDED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK

APR 09 2002



*[Handwritten signatures]*

REEL 559 PG 2205

Recording Requested By:  
Liberty Lending Services Inc.

Whom Recorded Return To:

LINDA SHACKELFORD  
LIBERTY LENDING SERVICES INC.  
2251 ROMBACH AVE.  
P.O. BOX 1000  
WILMINGTON, OH 45177

CORPORATE ASSIGNMENT OF MORTGAGE

KINGS COUNTY, NEW YORK  
SELLER'S SERVICING#: 202203524 "WOOTEN" LIBE01  
Date of Assignment: 03/06/2002  
Assignor: FLEET BANK, NATIONAL ASSOCIATION F/K/A NATWEST BANK N.A., F/K/A NATIONAL WESTMINSTER BANK USA at 100 FEDERAL STREET, BOSTON, MA 02110  
Assignee: LIBERTY SAVINGS BANK, F.S.B. at 2251 ROMBACH AVENUE, P.O. BOX 1000, WILMINGTON, OH 45177 1000

Executed By: JOSEPH WOOTEN AND PRISCILLA WOOTEN To: NATIONAL WESTMINSTER BANK USA NATWEST BANK, N.A.  
Mortgage Dated 07/21/1994 and Recorded 8/22/1994 in Book/Reel/Liber 3363 Page/Folio 0867 In KINGS COUNTY, NEW YORK.

Section/Block/Lot: BLOCK: 4414 LOT: 104B  
Property Address: 1064 Vermont Street, 4D A, Brooklyn NY 11207

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.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above named Assignee, the said Mortgage together with the Note or other evidence of indebtedness (the "Note"), said Note having an original principal sum of \$59,600.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage and Note. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

Fleet Bank, National Association F/K/A  
Natwest Bank N.A., F/K/A National Westminster  
Bank USA,  
On 3/6/02 (DATE)

By: [Signature]  
Michael Kohler, Vice President

STATE OF Massachusetts  
COUNTY OF Suffolk

On the 12<sup>th</sup> day of March in the year 2002 before me, the undersigned, personally appeared MICHAEL K. KOHLER personally known to me or proved to me on the basis of satisfactory evidence to be the individual 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 each individual(s) made such appearance before me in the County of Suffolk, State of Massachusetts.

[Signature]  
Notary Expires: 2017/07

(This area for notarial seal)

Liberty Lending Services Inc. P.O. Box 1000 Wilmington OH 45177  
OH 45177-1000

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 a conflict with the rest of the document.

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 2

Document ID: 2004083000721001 Document Date: 06-28-2000 Preparation Date: 08-30-2004  
Document Type: ASSIGNMENT, MORTGAGE  
Document Page Count: 1

PRESENTER:

AURORA LOAN SERVICES, INC  
601 5TH AVENUE  
SCOTTSBLUFF, NE 69361  
308-220-2749  
LOAN NO. 0105262737

RETURN TO:

AURORA LOAN SERVICES, INC  
601 5TH AVENUE  
SCOTTSBLUFF, NE 69361  
308-220-2749  
LOAN NO. 0105262737

PROPERTY DATA

Borough Block Lot Unit Address  
BROOKLYN 4414 1048 Entire Lot 4-D A 1064 VERMONT STREET  
Property Type: DWELLING ONLY - 1 FAMILY

CROSS REFERENCE DATA

BROOKLYN Year: 1994 Reel: 3363 Page: 867

PARTIES

ASSIGNOR/OLD LENDER:  
LIBERTY SAVINGS BANKM, F.S.B.  
2251 ROMBACH AVENUE  
WILMINGTON, OH 45177

ASSIGNEE/NEW LENDER:  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.  
G4318 MILLER ROAD  
FLINT, MI 49507

FEEES AND TAXES

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

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

Recorded/Filed 09-16-2004 12:15  
City Register File No.(CRFN):  
2004000578863



*Rochelle Patricia*  
City Register Official Signature



Recording Requested By:  
Liberty Lending Services Inc.

When Recorded Return To:  
Aurora Loan Services Inc.  
601 5th Avenue  
P.O. Box 1706  
Scottsbluff, NE 69363-1706  
Attn: Darline Dietz



CORPORATE ASSIGNMENT OF MORTGAGE

KINGS COUNTY, NEW YORK  
SELLER'S SERVICING#: [REDACTED] "WOOTEN" [REDACTED]  
Date of Assignment: 06/28/00  
Assignor: LIBERTY SAVINGS BANK, F.S.B. at 2251 ROMBACH AVENUE, WILMINGTON,  
OH 45177-  
Assignee: Mortgage Electronic Registration Systems, Inc.  
6 4318 Miller Road, Flint, MI 48507  
Executed By: JOSEPH WOOTEN AND PRISCILLA WOOTEN To: NATIONAL WESTMINSTER  
BANK USA NATWEST BANK, N.A.  
Mortgage Dated 07/21/94 and Recorded 8-22-1994 in Book/Reel/Liber  
3363 Page/Folio 0867 In KINGS COUNTY, NEW YORK.

Property Address: 1064 Vermont Street, 4D-A, Brooklyn NY 11207  
*Block 4914 Lot 1048*  
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.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN  
and NO/100ths DOLLARS and other good and valuable consideration, paid to  
the above named Assignor, the receipt and sufficiency of which is hereby  
acknowledged, the said Assignor hereby assigns unto the above named  
Assignee, the said Mortgage together with the Note or other evidence of  
indebtedness (the "Note"), said Note having an original principal sum of  
\$59,600.00 with interest, secured thereby, together with all moneys now  
owing or that may hereafter become due or owing in respect thereof, and the  
full benefit of all the powers and of all the covenants and provisos  
therein contained, and the said Assignor hereby grants and conveys unto the  
said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said  
property unto the said Assignee forever, subject to the terms contained in  
said Mortgage and Note. IN WITNESS WHEREOF, the assignor has executed  
these presents the day and year first above written:

Liberty Savings Bank, F.S.B.  
On 6/28/00 (DATE)  
By: Elaine Warren  
ELAINE WARREN, ASSISTANT SECRETARY

STATE OF Ohio  
COUNTY OF Clinton

On the 28th day of June in the year 2000 before me, the  
undersigned, personally appeared Elaine Warren, Assistant Secretary,  
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(s)  
made such appearance before the undersigned in the County of Clinton, State  
of Ohio.

Shayne L. Wynn  
Shayne L. Wynn  
Notary Expires: 04/16/2003



SHAYNE L. WYNN  
Notary Public, State of Ohio  
My Commission Expires April 16, 2003  
Recorded in Clinton County

(This space for notarial seal.)

Liberty Lending Services Inc. P.O. Box 1000 Wilmington OH 45177

|   |  |
|---|--|
| <p><b>NYC DEPARTMENT OF FINANCE<br/>OFFICE OF THE CITY REGISTER</b></p> <p>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.</p> |  |
|---|--|

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 4**

**Document ID: 2016030100884001**      Document Date: 03-01-2016      Preparation Date: 03-01-2016  
 Document Type: ASSIGNMENT, MORTGAGE  
 Document Page Count: 2

|   |  |
|---|--|
| <p><b>PRESENTER:</b><br/>                 NATIONWIDE TITLE CLEARING<br/>                 2100 ALT 19 NORTH<br/>                 PALM HARBOR, FL 34683</p> | <p><b>RETURN TO:</b><br/>                 DITECH FINANCIAL LLC<br/>                 2100 ALT 19 NORTH<br/>                 PALM HARBOR, FL 34683</p> |
|---|--|

| Borough                                     |  |  | Block Lot |  | PROPERTY DATA Unit Address           |  |
|---|--|--|-----------|--|--------------------------------------|--|
| BROOKLYN                                    |  |  | 4414 1048 |  | Entire Lot 4-D A 1064 VERMONT STREET |  |
| Property Type: SINGLE RESIDENTIAL COOP UNIT |  |  |           |  |                                      |  |

**CROSS REFERENCE DATA**

CRFN: 2004000578863  
 Additional Cross References on Continuation Page

**PARTIES**

|   |  |
|---|--|
| <p><b>ASSIGNOR/OLD LENDER:</b><br/>                 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS<br/>                 PO BOX 2026,<br/>                 FLINT, MI 48501</p> | <p><b>ASSIGNEE/NEW LENDER:</b><br/>                 DITECH FINANCIAL LLC<br/>                 7360 SOUTH KYRENE ROAD, T314,<br/>                 TEMPE, AZ 85283</p> |
|---|--|

**FEES AND TAXES**

|                               |    |       |                                 |    |      |
|-------------------------------|----|-------|---------------------------------|----|------|
| <b>Mortgage :</b>             |    |       | <b>Filing Fee:</b>              |    |      |
| Mortgage Amount:              | \$ | 0.00  |                                 | \$ | 0.00 |
| Taxable Mortgage Amount:      | \$ | 0.00  | NYC Real Property Transfer Tax: | \$ | 0.00 |
| Exemption:                    |    |       |                                 | \$ | 0.00 |
| <b>TAXES:</b> County (Basic): | \$ | 0.00  | NYS Real Estate Transfer Tax:   | \$ | 0.00 |
| City (Additional):            | \$ | 0.00  |                                 | \$ | 0.00 |
| Spec (Additional):            | \$ | 0.00  |                                 |    |      |
| TASF:                         | \$ | 0.00  |                                 |    |      |
| MTA:                          | \$ | 0.00  |                                 |    |      |
| NYCTA:                        | \$ | 0.00  |                                 |    |      |
| Additional MRT:               | \$ | 0.00  |                                 |    |      |
| <b>TOTAL:</b>                 | \$ | 0.00  |                                 |    |      |
| Recording Fee:                | \$ | 47.00 |                                 |    |      |
| Affidavit Fee:                | \$ | 0.00  |                                 |    |      |

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

Recorded/Filed 03-08-2016 11:11  
 City Register File No.(CRFN):  
 2016000078802



*Annette M. Hill*  
 City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4**

Document ID: 2016030100884001 Document Date: 03-01-2016 Preparation Date: 03-01-2016  
Document Type: ASSIGNMENT, MORTGAGE

**CROSS REFERENCE DATA**

BROOKLYN Year: 1994 Reel: 3363 Page: 867  
BROOKLYN Year: 2002 Reel: 5559 Page: 2204

When Recorded Return To:  
Ditech Financial LLC  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683



**ASSIGNMENT OF MORTGAGE**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., WHOSE ADDRESS IS PO BOX 2026, FLINT, MI 48501-2026, (ASSIGNOR), (MERS Address: 1901 E Voorhees Street, Suite C, Danville, IL 61834) by these presents does convey, grant, assign, transfer and set over the described Mortgage, as the same has not been consolidated, extended or modified, with all interest secured thereby, all liens, and any rights due or to become due thereon to DITECH FINANCIAL LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 7360 SOUTH KYRENE ROAD, T314, TEMPE, AZ 85283 (800)643-0202, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

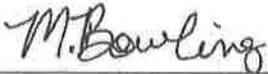
Said Mortgage is dated 07/21/1994, made by JOSEPH WOOTEN AND PRISCILLA WOOTEN to NATIONAL WESTMINSTER BANK USA, in the principal sum of \$59,600.00 and recorded on 08/22/1994, in Reel 3363 and Page 867, in the office of the Registry of KINGS County, NY.

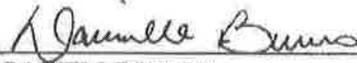
Property is commonly known as: 1064 VERMONT STREET 4D-A,  
BROOKLYN, NY 11207.

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 this 01st day of March in the year 2016.  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

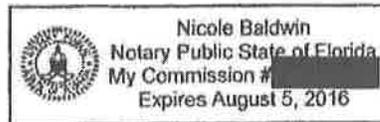
  
MERANDA BOWLING  
ASST. SECRETARY

  
DANIELLE BURNS  
WITNESS

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA COUNTY OF PINELLAS  
Before me, this 01st day of March in the year 2016, the undersigned, personally appeared Meranda Bowling as ASST. SECRETARY for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., 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.

  
NICOLE BALDWIN  
COMM EXPIRES: 08/05/2016



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152  
Property(S/B/L) Block: 4414 Lot: 1048 Unit: 4-D A

[redacted] \$47.00 MIN [redacted]

Addresses: 1901 E Voorhees St., Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026 DOC# T2616025515 IC-21 FERMNY1



Assignment: FLEET BANK, NATIONAL ASSOCIATION F/K/A NATWEST BANK N.A., F/K/A NATIONAL WESTMINSTER BANK USA TO LIBERTY SAVINGS BANK, F.S.B. DATED 03-06-2002. REC: 04-09-2002 BK 5559 PG 2204

Assignment: LIBERTY SAVINGS BANK, F.S.B. TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS DATED 06-28-2000. REC: 09-16-2004 INSTR# 2004000578863



**SCHEDULE "E"**

Principal Balance

\$26,070.49

Interest @ 7 % per annum from date of July 1, 2016

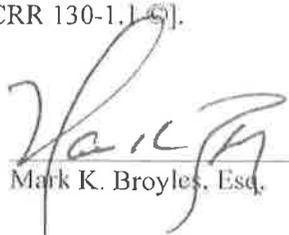
Additional charges, costs and fees incurred in connection with the default as provided for in the Note and Mortgage and/or Loan Modification Agreement if modified

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

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

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

6/6/17  
Dated

  
Mark K. Broyles, Esq.

# EXHIBIT C

**GEORGIA DEATH CERTIFICATE**

State File Number: [REDACTED]

|   |   |  |  |   |  |
|---|---|--|--|---|--|
| 1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last)<br><b>PRISCILLA A. WOOTEN</b>   |   | 1a. IF FEMALE, ENTER LAST NAME AT BIRTH<br><b>CORLEY</b>   |  | 2. SEX<br><b>FEMALE</b>   | 2a. DATE OF DEATH (Mo., Day, Year)<br><b>ACTUAL DATE OF DEATH</b> [REDACTED] |
| 3. SOCIAL SECURITY NUMBER<br>[REDACTED]   | 4a. AGE (Years)<br><b>80</b>            | 4b. UNDER 1 YEAR<br>Mos. Days Hours Mins.  | 4c. UNDER 1 DAY  | 5. DATE OF BIRTH (Mo., Day, Year)<br>[REDACTED]                     |  |
| 6. BIRTHPLACE<br><b>SOUTH CAROLINA</b>  | 7a. RESIDENCE - STATE<br><b>GEORGIA</b> | 7b. COUNTY<br><b>GWINNETT</b>  |  | 7c. CITY OR TOWN<br><b>LAWRENCEVILLE</b>                            |  |
| 7d. STREET AND NUMBER<br><b>1966 FOSTER TRACE COURT</b>   |   | 7e. ZIP CODE<br><b>30043</b>   | 7f. INSIDE CITY LIMITS?<br><b>NO</b>   | 8. ARMED FORCES?<br><b>NO</b>                                       |  |
| 8a. USUAL OCCUPATION<br><b>COUNCIL WOMAN</b>  |   | 8b. KIND OF INDUSTRY OR BUSINESS<br><b>GOVERNMENT</b>  |  |   |  |
| 9. MARITAL STATUS<br><b>WIDOWED</b>   |   | 10. SPOUSE NAME<br><b>JOSEPH WOOTEN</b>  |  | 11. FATHER'S FULL NAME (First, Middle, Last)<br><b>JAMES CORLEY</b> |  |
| 12. MOTHER'S MAIDEN NAME (First, Middle, Last)<br><b>ESTELLA HUNT</b>   |   | 13a. INFORMANT'S NAME (First, Middle, Last)<br><b>DEBORAH WOTTEN-JOSEPH</b>                          |  | 13b. RELATIONSHIP TO DECEDENT<br><b>DAUGHTER</b>                    |  |
| 13c. MAILING ADDRESS<br><b>1966 FOSTER TRACE COURT LAWRENCEVILLE GEORGIA 30043</b>  |   |  |  | 14. DECEDENT'S EDUCATION<br><b>BACHELOR'S DEGREE</b>                |  |
| 15. ORIGIN OF DECEDENT (Italian, Mexican, French, English, etc.)<br><b>NO, NOT SPANISH/HISPANIC/LATINO</b>  |   |  | 16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify)<br><b>BLACK OR AFRICAN-AMERICAN</b>  |   |  |
| 17a. IF DEATH OCCURRED IN HOSPITAL  |   |  | 17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify)<br><b>DECEDENT'S HOME</b>   |   |  |
| 18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.)<br><b>1966 FOSTER TRACE COURT</b>   |   |  | 19. CITY, TOWN or LOCATION OF DEATH<br><b>LAWRENCEVILLE</b>  |   | 20. COUNTY OF DEATH<br><b>GWINNETT</b>                                       |
| 21. METHOD OF DISPOSITION (specify)<br><b>BURIAL</b>  |   | 22. PLACE OF DISPOSITION<br><b>CYPRESS HILLS CEMETERY 833 JAMACIA AVENUE BROOKLYN NEW YORK 11208</b> |  | 23. DISPOSITION DATE (Mo., Day, Year)<br>[REDACTED]                 |  |
| 24a. EMBALMER'S NAME<br><b>TIMOTHEOUS SPRINGER</b>  |   | 24b. EMBALMER LICENSE NO.<br>[REDACTED]  | 25. FUNERAL HOME NAME<br><b>GREGORY B LEVETT AND SONS FH LV</b>  |   |  |
| 25a. FUNERAL HOME ADDRESS<br><b>914 SCENIC HIGHWAY LAWRENCEVILLE GEORGIA 30046</b>  |   |  |  |   |  |
| 26a. SIGNATURE OF FUNERAL DIRECTOR<br><b>KRYSTAL STOUT HILL</b>   |   |  | 26b. LICENSE NUMBER<br>[REDACTED]  | AMENDMENTS  |  |
| 27. DATE PRONOUNCED DEAD (Mo., Day, Year)<br>[REDACTED]   |   | 28. HOUR PRONOUNCED DEAD<br><b>11:00 AM</b>  |  |   |  |
| 29a. PRONOUNCER'S NAME<br><b>JOSEPH F FONKENG</b>   |   |  | 29b. LICENSE NUMBER<br>[REDACTED]  | 29c. DATE SIGNED<br>[REDACTED]                                      |  |
| 30. TIME OF DEATH<br><b>11:00 AM</b>  |   |  | 31. WAS CASE REFERRED TO MEDICAL EXAMINER<br><b>NO</b>   |   |  |
| 32. DATE OF INJURY (Mo., Day, Year)   | 33. TIME OF INJURY                      | 34. PLACE OF INJURY (Home, Farm, Street, Factory, Office, etc.) (Specify)                            |  | 35. INJURY AT WORK? (Yes or No)                                     |  |
| 36. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)   |   |  |  |   |  |
| 37. DESCRIBE HOW INJURY OCCURRED  |   |  |  | 38. IF TRANSPORTATION INJURY  |  |
| 39. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.)<br><b>BRUCE VINCENT RAMSDELL, MD, 18722</b> |   |  | 40. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.) |   |  |
| 39a. DATE SIGNED (Mo., Day, Year)<br>[REDACTED]   |   | 39b. HOUR OF DEATH<br><b>11:00 AM</b>  | 40a. DATE SIGNED (Mo., Day, Year)  |   | 40b. HOUR OF DEATH   |
| 41. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH<br><b>BRUCE VINCENT RAMSDELL 3146 PEACHTREE ROAD STE 165 ATLANTA GEORGIA 30305</b>  |   |  |  |   |  |
| 42. REGISTRAR (Signature)<br><b>/S/ DONNA L. MOORE</b>  |   |  |  | 43. DATE FILED - REGISTRAR (Mo., Day, Year)<br>[REDACTED]           |  |

AFFIDAVIT OF  
LOCATING POSSIBLE  
HEIRS-AT-LAW – DISTRIBUTEES -  
DEVISEES

In the Matter of the Proceeding on

the Estate of Priscilla Wooten a/k/a Priscilla A. Wooten, Deceased

STATE OF NEW YORK)  
COUNTY OF MONROE) SS.

Frank Lucisano, being duly sworn, deposes and says: that your deponent is not a party to this action and is over eighteen years of age and resides in the State of New York. That your deponent and through his associates was able ( X ) unable ( ) to locate any possible heirs-at-law, who may claim inheritance or otherwise have any right or title or interest in the premises of 1064 Vermont Street 4-DA, Brooklyn, NY 11207, the subject property in foreclosure of the estate of Priscilla Wooten a/k/a Priscilla A. Wooten, deceased.

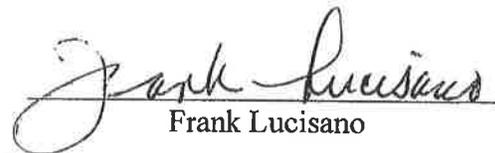
That this mortgage foreclosure summons and complaint was filed on July 20, 2017 in Kings County, New York under the index number 513999/2017 against the aforementioned decedent.

That the source of information was obtained and gathered by either ( X ) electronic Internet searches, on-line fee-based locate web site; ( X ) published obituary; ( ) electronic mail; ( ) certificate of death; ( ) telephone and/or ( ) personal interview, and that Ms/Mr. \_\_\_\_\_ stated there are no other living relatives or direct family members (other than listed below) who may have any legal interest, right of title, or claim in or to the premises in foreclosure, to the best of his/her knowledge.

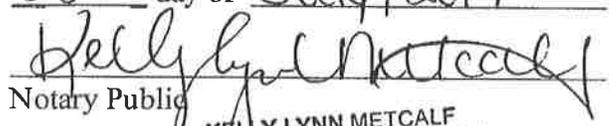
That the following are names of possible heirs-at-law, distributees, or devisees and their last known addresses:

- Deborah Wooten – 1965 Foster Trace Court, Lawrenceville, GA 30043
- Diana Wooten – 1064 Vermont Street, Apt. B, Brooklyn, NY 11207
- Donald T. Wooten – 43234 West Estrada Street, Maricopa, AZ 85138

The undersigned avers all information acquired to be true to the best of his knowledge, and respectfully submits that your deponent disavows himself of any legal responsibility for such information and not held legally accountable for any errors or omissions as a result and use of this affidavit.

  
Frank Lucisano

Sworn to before me this  
28th day of July, 2017

  
Notary Public  
KELLY LYNN METCALF  
Notary Public, State of New York  
No. 01ME6290737  
Qualified in Monroe County  
Commission Expires 10/7/17