

NYSCEF DOC. NO. 31
NYSCEF DOC. NO. 5RECEIVED NYSCEF: 10/26/2017
RECEIVED NYSCEF: 08/17/2017

VS-4ME 4/04 STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH				CERTIFICATE OF DEATH OFFICE OF THE CHIEF MEDICAL EXAMINER		STATE FILE NUMBER	
1. DECEDENT'S LEGAL NAME (include AKA's if any) (First, Middle, Last) William J. Carey Jr.				2. SEX <input checked="" type="checkbox"/> MALE <input type="checkbox"/> FEMALE		3. ACTUAL OR PRESUMED DATE OF DEATH (MM/DD/YYYY) (Spell Month) March 09, 2015	
5. Age at last birthday 60		6. Under 1 Year Under 1 Day Mo. Days Hours Min Mo. Days Hours Min		7. Date of Birth (MM/DD/YYYY) [REDACTED]		4. ACTUAL OR PRESUMED TIME OF DEATH 6:11 PM	
9. RESIDENCE-STATE New York		10. RESIDENCE-COUNTY Putnam		11. RESIDENCE-CITY OR TOWN Mahopac			
12. RESIDENCE-STREET AND NO. 493 Bullet Hole RD		13. APT NO. 		14. ZIP CODE 10541		15. EVER IN US ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Married <input type="checkbox"/> Married but Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		17. SURVIVING SPOUSE'S NAME (if wife, give maiden name) N/A					
18. FATHER'S NAME (First, Middle, Last) William J. Carey Sr.				19. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) Virginia Twomey			
20. INFORMANT'S NAME Doreen Plunkett		21. INFORMANT'S RELATIONSHIP TO DECEDENT Sister		22. MAILING ADDRESS (Street and Number, City, State, Zip Code) 36 Hillside Trail, Mahopac, NY 10541			
23. IF DEATH OCCURRED IN A HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/outpatient <input type="checkbox"/> Dead on Arrival		24. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (specify)		25. FACILITY NAME (if not institution, give street & number) Danbury Hospital			
26. CITY OR TOWN OF DEATH & ZIP CODE Danbury 06810		27. COUNTY OF DEATH Fairfield		28. METHOD OF DISPOSITION: <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (specify)			
29. DISPOSITION (Name of cemetery, crematory, other place) Ferncliff Crematory		30. LOCATION (city/town) Hartsdale, NY		31. DATE (MM/DD/YYYY) 03/13/2015		32. WAS BODY EMBALMED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Name of Embalmer Shawn O'Mara	
33. FUNERAL FACILITY - Name and Address (street, town, state, zip) Cargain Funeral Homes Inc. 418 Rte. 6 Mahopac, NY 10541		34. SIGNATURE OF FUNERAL DIRECTOR OR EMBALMER [Signature]		35. LICENSE NUMBER OF SIGNEE IN BOX 34 002577			
36. M.E. CASE NUMBER 15-04358		37. DATE PRONOUNCED DEAD (MM/DD/YYYY) 03/09/2015		38. TIME PRONOUNCED 6:11 PM		39. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
40. PART I. Enter the chain of events, diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. IMMEDIATE CAUSE (Final disease or condition resulting in death) —> (a) Complications of Blunt Neck and Torso Trauma with Quadraplegia Due to (or as a consequence of): (b) _____ Due to (or as a consequence of): (c) _____ Due to (or as a consequence of): (d) _____						APPROXIMATE INTERVAL ONSET TO DEATH	
41. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I						42. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Pregnant at the time of death <input type="checkbox"/> Unknown if pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death	
43. MANNER OF DEATH (Natural, Homicide, Accident, Suicide, Undetermined) (Specify) Accident		44. DATE OF INJURY (MM/DD/YYYY) February 27, 2015		45. TIME OF INJURY PM		46. PLACE OF INJURY Roadway	
47. LOCATION OF INJURY (Street, Apt. #, City or Town, State, Zip Code) Intersection Route 22 and 684 Brewster NY		48. DESCRIBE HOW INJURY OCCURRED Motor Vehicle Collision		49. IF TRANSPORTATION INJURY, SPECIFY: <input checked="" type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (specify)			
50. On the basis of examination, review investigation, in my opinion, death occurred at the time, place, and place of death as stated on this certificate. Susan S. Williams, M.D.						Associate Medical Examiner Mar 11, 2015	
51. MAILING-CERTIFIER (Name) Office of the Chief Medical Examiner, 11 Shuttle Road, Farmington, CT 06032-1939		52. (Street) 		53. (CITY OR TOWN) 		54. (STATE) 	
55. THIS CERTIFICATE WAS RECEIVED FOR RECORD ON MAR 12 2015		56. BY [Signature]		57. REGISTRAR Susan M. Jodman, Asst.			

I certify that this is a true transcript of the information on the death record as recorded in this office.

Attest: **[Signature]** Registrar of Vital StatisticsDated **MAY 04 2015** Town of **Danbury**

NOT GOOD WITHOUT SEAL OF CERTIFYING OFFICIAL

RECORDED INDEX
5951
REGISTER NUMBER
132

STATE FILE NUMBER

NAME: FIRST LAST MIDDLE GRACE GENE CAREY										2 SEX MALE <input checked="" type="checkbox"/> FEMALE <input type="checkbox"/>		3A DATE OF DEATH MONTH DAY YEAR 04 08 2014				3B HOUR 2:17 A							
4A PLACE OF DEATH (Check one)		HOSPITAL DOA ER		HOSPITAL OUTPATIENT		HOSPITAL INPATIENT		NURSING HOME		PRIVATE RESIDENCE		HOSPICE FACILITY		OTHER (Specify)		5B IF FACILITY, DATE ADMITTED MONTH DAY YEAR 03 19 2014							
6 NAME OF FACILITY (If not facility, give address) HUDSON VALLEY Hospital										7A LOCALITY (Check one and specify) CITY VILLAGE TOWN CORTLANDT				7B COUNTY OF DEATH WESTCHESTER									
8 MEDICAL RECORD NO. 00726939		9A WAS DECEDENT TRANSFERRED FROM ANOTHER INSTITUTION? (If yes, specify institution name, city or town, county and state) NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>																					
10 DATE OF BIRTH MONTH DAY YEAR		11A AGE IN YEARS		11B IF UNDER 1 YEAR ENTER MONTH DAY		11C IF UNDER 1 DAY ENTER HOURS MINUTES		12A CITY AND STATE OF BIRTH (If not USA, Country and Region/Province) BRIARCLIFF NY				12B IF AGE UNDER 1 YEAR, NAME OF HOSPITAL OF BIRTH											
13 ETHNIC RACE (Specify years) NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>		14 DECEDENT'S RACE (Check one or more, write in spaces where the decedent considered himself or herself to be) A <input checked="" type="checkbox"/> White/Caucasian B <input type="checkbox"/> Black or African American C <input type="checkbox"/> Asian Indian D <input type="checkbox"/> Chinese E <input type="checkbox"/> Pacific F <input type="checkbox"/> Japanese G <input type="checkbox"/> Korean H <input type="checkbox"/> Vietnamese I <input type="checkbox"/> Native Hawaiian J <input type="checkbox"/> Samoan or Chamorro K <input type="checkbox"/> Other L <input type="checkbox"/> Yes, Other (Specify) <input type="checkbox"/> No, Cuban M <input type="checkbox"/> Yes, Other (Specify) <input type="checkbox"/> No, Cuban																					
15 DECEDENT'S EDUCATION (Check the one that best describes the highest degree earned at the time of death) 1 <input type="checkbox"/> No grade 2 <input type="checkbox"/> 8th grade, no diploma 3 <input type="checkbox"/> High school graduate or GED 4 <input type="checkbox"/> Some college credit but no degree 5 <input type="checkbox"/> Associate's degree 6 <input type="checkbox"/> Bachelor's degree 7 <input type="checkbox"/> Master's degree 8 <input type="checkbox"/> Doctorate/Professional degree																							
16 SOCIAL SECURITY NUMBER		17 MARITAL STATUS NEVER MARRIED <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED <input type="checkbox"/>		18 SURVIVING SPOUSE (Enter full name of spouse if married or separated)																			
19A USUAL OCCUPATION (List last one first) TEACHER'S AID				19B KIND OF BUSINESS OR INDUSTRY EDUCATION				19C NAME AND LOCALITY OF COMPANY OR FIRM MANHATTAN SCHOOL DIST. NY															
20A RESIDENCE (State, County, Zip USA) NY		20B County or Region/Province (If not USA) POTNAM		20C LOCALITY (Check one and specify) CITY VILLAGE TOWN CARMEL				20D IF CITY OR VILLAGE IS RESIDENCE WITHIN CITY OR VILLAGE LIMITS CITY CINO FNO SPECIFY TOWN															
21 STREET AND NUMBER OF RESIDENCE 493 BULLETHOLE ROAD				21B ZIP CODE 10541																			
22A BIRTH NAME OF FATHER/PARENT RAYMOND FARRELL				22B BIRTH NAME OF MOTHER/PARENT VERA FELDSCHE																			
23A NAME OF INFORMANT STEVEN FARRELL				23B MAILING ADDRESS (Check one box only) 230 BALL POND RD, NEW FAIRFIELD, CT 06812																			
24A 1 JANUARY 2014		24B 2 FEBRUARY 2014		24C 3 MARCH 2014		24D 4 APRIL 2014		24E 5 MAY 2014		24F 6 JUNE 2014		24G 7 JULY 2014		24H 8 AUGUST 2014		24I 9 SEPTEMBER 2014		24J 10 OCTOBER 2014		24K 11 NOVEMBER 2014		24L 12 DECEMBER 2014	
25A NAME AND ADDRESS OF FUNERAL HOME CARGAIN FUNERAL HOMES, INC., 418 RT6 MANHATTAN, NY				25B REGISTRATION NUMBER 00277				25C NAME OF FUNERAL DIRECTOR JUSTIN MUENZ				25D SIGNATURE OF FUNERAL DIRECTOR [Signature]				25E REGISTRATION NUMBER 12558							
26A SIGNATURE OF REGISTRAR [Signature]				26B DATE OF REGISTRATION 04 08 2014				26C SIGNATURE OF REMOVAL FROM ISSUED BY [Signature]				26D DATE OF REMOVAL FROM ISSUED BY 04 08 2014											
ITEMS 25 THRU 33 COMPLETED BY CERTIFYING PHYSICIAN - OR - CORONER/CORONER'S PHYSICIAN OR MEDICAL EXAMINER																							
27A CERTIFICATION: To the best of my knowledge, death occurred at the time, date and place and due to the causes stated Declarer's Name: EDYTA S. REYHER License No.: 215139 Signature: [Signature] Month Day Year 4 8 14																							
27B If coroner is not a physician, enter Coroner's Physician's Name & Vite Licensed No. [Blank] Signature [Blank] Month Day Year [Blank]																							
27C If coroner is not a physician, enter Coroner's Physician's Name & Vite Licensed No. [Blank] Signature [Blank] Month Day Year [Blank]																							
28A Validating physician (If not physician, enter physician's name & Vite) Month Day Year 3 19 14 Month Day Year 4 8 14																							
28B Decedent last seen alive by attending physician Month Day Year 4 7 14 Month Day Year 4 8 14																							
28C Physician's Name & Vite Month Day Year 4 8 14 Month Day Year 2 17 14																							
29A MANNER OF DEATH NATURAL CAUSE <input checked="" type="checkbox"/> ACCIDENT <input type="checkbox"/> HOMICIDE <input type="checkbox"/> SUICIDE <input type="checkbox"/> UNDETERMINED CIRCUMSTANCES <input type="checkbox"/> PENDING INVESTIGATION <input type="checkbox"/>																							
29B WAS CASE REFERRED TO CORONER OR MEDICAL EXAMINER? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>																							
29C IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>																							

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF Putnam

VOLUNTARY ADMINISTRATION, Estate of

AFFIDAVIT IN RELATION TO
SETTLEMENT OF ESTATE UNDER
ARTICLE 13, SCPAGrace Gene Carey
AKA Grace Carey Deceased.File No. 2015-101
(as of 1/2009)STATE OF NEW YORK
COUNTY OF Putnam ss.:(INSTRUCTIONS: In completing this form,
answer each question. This may be done in some
instances by crossing out words in parentheses
and in some instances by inserting the required
information.)I, Steven Farrell, being duly sworn, depose and say(1) My permanent address is: 230 Ball Pond Road
(Street Address) (City/Town/Village)
New Fairfield CT 06812 203 746-4511
(County) (State) (Zip) (Telephone Number)My mailing address is: Sam
(If different from permanent address)(2) My interest is: ☒ Distributee of decedent Brother
(Relationship)
☒ Other (Specify) Executor named in will

(3) The name, permanent address, date, place of death, and citizenship of the decedent, to whose estate this proceeding relates, are as follows:

Name of Decedent (a/k/a, if applicable): Grace Carey Grace Gene Carey AKAPermanent Address: 493 Bullet Hole Road Marble New York
(Street Address) (City/Town/Village) (County) (State)Date of Death: 4/8/14 Place of Death: Cortland NY
(City/Town/Village) (State)Citizenship: US Hudson Valley Hospital(4) Decedent died: ☐ Intestate (without a will)
☒ Testate (the original will is attached)

(5) A search of the records of the Court shows that no application has been made in the estate of the decedent for voluntary administration, letters of administration or for probate of a will, and your affiant is informed and verily believes that no such application ever has been made to any other Surrogate's Court in this state.

SE-3A *For use only where decedent died on or after January 1, 2009

SE-3A

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(6) The names and addresses of the decedent's distributees under New York law, including non-marital children and descendants of predeceased non-marital children, and their relationships to the decedent, are as follows: (If more space is needed, add a sheet of paper)

Name	Post Office Address (Including Zip)	Relationship (Indicate if non-marital)
Cameron Carey	230 Ball Pond Rd New Fairfield CT 06812	SON
William J Carey	Same	SON
Kevin Carey	Same	SON

(7) (If decedent had a will) The names and addresses of all beneficiaries in the will of the decedent filed herewith are as follows: (If more space is needed, add a sheet of paper)

Name	Post Office Address (Including Zip)	Bequest
Cameron Carey	230 Ball Pond Rd New Fairfield CT 06812	1/3 AS Paragraph 4
William J Carey	Same	" " " "
Kevin Carey	Same	" " " "

Steven R Farrell Executor AS of Paragraph 4 Noreen S Hickey Alternate AS of 4
 8) The value of the entire personal property, wherever located, of the decedent, exclusive of joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), and jointly owned personal property, or property exempt under the EPTL §5-3.1, does not exceed \$30,000.00.
 Same Address AS Children 411 Parkview Ave Yonkers NY 10710

9) The following, exclusive of joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), and jointly owned personal property, or property exempt under EPTL §5-3.1, is a complete list of all personal property owned by the decedent, either standing in his/her own name or owned by him/her beneficially and including items of value in any safe deposit box: (If more space is needed, add a sheet of paper)

Items of Personal Property Separately Listed	Value of Each Item
Med. cal Insurance Check AF/AC	6,887.50 Ch# 40084221

TOTAL \$ 6,887.50

(10) All the liabilities of the decedent known to me are as follows: (If more space is needed, add a sheet of paper)

<u>Name of Creditor</u>	<u>Amount Owed</u>
<u>None</u>	<u>✓</u>
<u>None</u>	<u>✓</u>

(11) I undertake to act as voluntary administrator/trix of the decedent's estate, and to administer it pursuant to Article 13 of the Surrogate's Court Procedure Act. I agree to reduce all of the decedent's assets to possession; to liquidate such assets to the extent necessary; to open an estate bank account in a bank of deposit or savings bank in this state, in which I shall deposit all money received; to sign all checks drawn on or withdrawals from such account in the name of the estate by myself, as voluntary administrator/trix; to pay the expenses of administration, the decedent's reasonable funeral expenses and his/her debts in the order provided by law; and to distribute the balance to the person or persons and in the amount or amounts provided by law. As voluntary administrator/trix, I shall file in this court an account of all receipts and of disbursements made.

(12) I understand that this proceeding will not determine the estate tax liability, if any, in the event that the decedent had any interest in real property or any joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), or jointly owned or trust property.

(13) If letters testamentary or of administration are later granted, I acknowledge that my powers as voluntary administrator/trix shall cease, and I shall deliver to the court-appointed fiduciary a complete statement of my account and all assets and funds of the estate in my possession.

Steven F. Farrell
Signature of Affiant
Steven Farrell
Print Name

Sworn to before me on

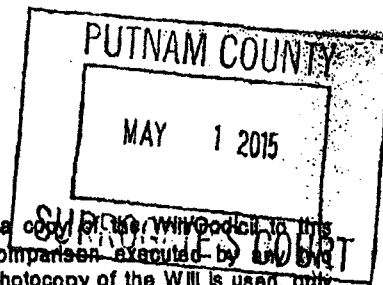
May 1st 2015

Irene R. Muller
Notary Public

My Commission Expires:
(Affix Notary Stamp or Seal)

IRENE R. MULLER
Notary Public, State of New York
No. 01MU6223785
Qualified in Putnam County
Term Expires June 21, 2018

Signature of Attorney: _____
Print Name: _____
Firm Name: _____ Tel. No.: _____
Address of Attorney: _____



SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF Putnam

WILL OF Grace Gene Corey HK Grace (W)

a/k/a _____

Deceased. _____ X

(Note: Attach a copy of the Will/Codicil to this Affidavit of Comparison executed by an one persons; if a photocopy of the Will is used, only one person need make the affidavit.)

AFFIDAVIT OF COMPARISON

File No. 2015-101

STATE OF NEW YORK

COUNTY OF Putnam } ss.:

I/Ws Steven R Farrell (and) _____ being duly

sworn, say(s), that (he/she has) (we have) carefully compared the copy of decedent's Will/Codicil propounded herein to

which this affidavit is annexed with the original Will dated the 4 day of Apr 14 (and the original

Codicil dated the _____ day of _____), about to be filed for probate, and that the same is in all

respects a true and correct copy of said original Will/Codicil and of the whole thereof.

Sworn to before me this 1st

day of May 2015

Irene R. Muller
Notary Public

Commission Expires:

(Affix Notary Stamp or Seal)

IRENE R. MULLER
Notary Public, State of New York
No. 01MU0223785
Qualified in Putnam County
Term Expires June 21, 2016
2018

Steven R Farrell
Signature

Steven R Farrell
Print Name

Signature

Print Name

Name of Attorney _____ Tel. No.: _____

Address of Attorney _____

LAST WILL AND TESTAMENT

OF

GRACE G. CAREY

I, GRACE G. CAREY, residing at 493 Bullet Hole Road, Mahopac, County of Putnam, State of New York, which I hereby declare to be my domicile, do hereby make, publish and declare this to be my Last Will and Testament.

FIRST: I revoke all Wills and Codicils made by me at any time heretofore.

SECOND: I direct that all inheritance, estate, transfer, succession and death taxes or duties (including any interest thereon) imposed by any jurisdiction whatsoever by reason of my death upon or in relation to any property includable in my estate for the purposes of any such taxes or duties, whether such property passes under the provisions of this Will, or outside the provisions of this Will, be paid out of my general estate without proration or apportionment.

THIRD: I direct that all my just debts and funeral expenses be paid out of my general estate as soon as practicable after my demise.

In the event that any property or interest passing under this Will, by operation of law, or otherwise by reason of my death (other than as part of my residuary estate) shall be encumbered by mortgage or a lien, or shall be pledged to secure any obligation (whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be charged to or paid from my estate, but that the devisee, legatee, joint owner taking by survivorship or beneficiary shall take such property or interest in property subject to all encumbrances existing at the time of my death.

Initials

FOURTH: All the rest, residue and remainder of the property both real, personal and mixed and wheresoever situate which I may own or be entitled to at the time of my death (all such property being herein sometimes referred to as my "residuary estate"), I give, devise and bequeath to my brother, STEVEN R. FARRELL, presently residing 230 Ball Pond Road, New Fairfield, Connecticut, IN TRUST NEVERTHELESS for my children, WILLIAM J. CAREY III, CONNOR R. CAREY and KEVIN P. CAREY, to be divided equally, per capita, to hold, manage, invest and reinvest the same and to collect and receive the principal and interest therefrom for the health, welfare and education of my said children until they attain the age of thirty (30) years, respectively, at which time my said children shall receive their respective share of the accrued principal and interest therefrom.

In the event my brother, STEVEN R. FARRELL, shall predecease me, fail to qualify, or having qualified thereafter dies, resigns, is removed from office or for any reason ceases to act as such Trustee, I hereby nominate, constitute and appoint my sister, NOREEN HICKEY, presently residing in Yonkers, New York, as Trustee in his place and stead.

FIFTH: My Executors and or Trustees shall have discretion to make payment or distribution of any principal and/or income vesting in and payable to any person in any one or more of the following ways:

(a) Paying the same to the parent, guardian or other person having the care and control of such person;

(b) Paying directly to such person an allowance in discretionary sums;

(c) Depositing the same in a bank account in the name of such person;

(d) Using the same to purchase obligations of the Government of the United States, or of any state, county, city or other political subdivision of the United States, which can be redeemed by such person;

(e) Paying the same to any relative of such person as custodian for such person under any applicable Gifts to Minors Act;

(f) Expending it in such other discretionary manner as my Executors and or Trustees believe will benefit such person; or

(g) Deferring payment or distribution of any part or all thereof as set forth herein, meanwhile applying to such person's use so much principal and the income therefrom, and at such time or times as my Executors and or Trustees may deem advisable.

SIXTH: I hereby nominate, constitute and appoint my brother, STEVEN R. FARRELL, presently residing 230 Ball Pond Road, New Fairfield, Connecticut, to be Executor of this, my Last Will and Testament. In the event he shall predecease me, fail to qualify, or having qualified thereafter dies, resigns, is removed from office or for any reason ceases to act as such Executor, I hereby nominate, constitute and appoint my sister, NOREEN HICKEY, presently residing in Yonkers, New York, as Executrix of this my Last Will and Testament in his place and stead.

I direct that none of my Executors and or Trustees shall be required to give any bond or other security for the faithful performance of their respective duties in any jurisdiction whatsoever, or if any bond is required, no surety shall be required thereon. No fiduciary at any time acting hereunder shall be required to file periodic accountings in the Court in which this Will shall be admitted to probate unless such fiduciary shall elect to do so. To the extent that any of my Executors and or Trustees shall exercise discretion hereunder and make payments and/or applications of assets as hereinbefore provided they shall be relieved of any and all responsibility and liability with respect to the same.

No Executor/Executrix named herein shall receive any commissions statutory or otherwise from acting in such fiduciary capacity.

SEVENTH: Without limiting the powers conferred upon Executors and/or Trustees by statute or by general rules of law my Executors and/or Trustees hereunder are specifically authorized and empowered:

(a) To retain, invest and/or reinvest, any funds of my estate in any stock, bonds, notes or other securities or property, real or personal, including any common or commingled fund maintained by any bank, trust

company, or other corporate fiduciary and to receive and/or retain all in the same, notwithstanding that such investments may not be of the character allowed to Executors or Trustees by statute or general rules of law, it being my intention to give the broadest investment powers and discretion to such of my Executors as shall from time to time be acting;

(b) To sell or otherwise dispose of any property, real or personal, at any time forming a part of my estate or over which my Executors or Trustees shall exercise powers in trust at either public or private sale for cash or upon credit in such manner and on such terms and conditions as to them may seem best and/or to grant options therefore and no person dealing with them shall be bound to see the application of any monies paid;

(c) To manage, operate, repair, improve, mortgage and lease for any term any real estate at any time held by them;

(d) To make distribution in cash or in kind upon any division of my estate;

(e) In general, to do all such acts and things with respect to any such property and to exercise all powers in the management of my estate and over property held subject to a power in trust which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as may seem best to them, and to execute and deliver any and all instruments and to do all acts which to them may seem necessary or proper to carry out the purposes of this Will.

EIGHTH: The words "child" and "children" wherever used in this Will with reference to children of mine, mean and include WILLIAM J. CAREY III, CONNOR R. CAREY and KEVIN P. CAREY and such other children of mine as may hereafter be born of my blood or be legally adopted by me.

NINTH: The neuter gender hereunder shall be deemed to include the masculine and/or feminine wherever necessary or appropriate, and the singular to include the plural. Wherever the expression "Executor" or Executors" is employed, the same shall be deemed to include the words Executrix or Executrices or their alternates or successors as the case may be.

IN WITNESS WHEREOF, I hereby sign, seal, publish and declare this to be my LAST WILL AND TESTAMENT and initial each page, in the presence of the persons witnessing it at my request this 4 day of April in the year two thousand and fourteen (2014).

Grace G. Carey L.S.
GRACE G. CAREY

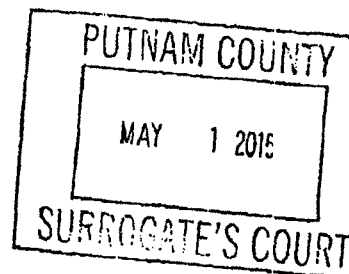
The foregoing was at said date subscribed, sealed, published and declared by the Testatrix, as her Last Will and Testament, in our presence and we at her request, and in her presence and in the presence of each other, subscribed our names as witnesses, all of us, including the Testatrix being present throughout the execution and attestation of this Will.

Em Shu residing at 1321 Lydia Ct. Hohenlake, NY
10547

Robert Jordan residing at 316 Scarborough Ln
Wappingers Falls NY 12590

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Grace Gene Cary AKA Grace Cary
Deceased.

AFFIDAVIT OF REMOVAL OF
STAPLESFile No. 2015-101

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

I Steven R Farrell distributed the original
will to various Insurance companies and at
some point Staples appear to have been
removed

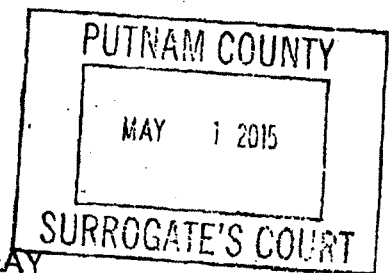
Steven R Farrell
5/1/15 Steven R Farrell

Sworn to me this 1st day of
May, 2015

Irene R Muller
Notary Public

Commission Expires:
(Affix Notary Stamp or Seal)

IRENE R. MULLER
Notary Public, State of New York
No. 01MU8223785
Qualified in Putnam County
Term Expires June 21, 2018
2018

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

In the Matter of the Voluntary Administration,

Estate of *Grace Anne Carey*
AKA Anne Carey

Deceased.

AFFIDAVIT OF DELAY

File No. 2015-101STATE OF NEW YORK)
COUNTY OF *Putnam*) ss.:

The Reason for waiting over 1 year was
trying to make a settlement with *Aflac*
Insurance

Sworn to me this 1st day of
May 2015*Irene R. Muller*
Notary Public

Commission Expires:

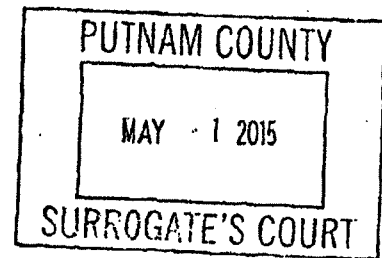
(Affix Notary Stamp or Seal)

 IRENE R. MULLER
Notary Public, State of New York
No. 01AU6223785
Qualified in Putnam County
Term Expires June 21, 2018
2018

Steven R. Farrell

Signature
Steven R. Farrell

Print Name

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Grace Gene Carey
AKA Grace Carey

Deceased.

AFFIDAVIT

File No. 2015-101STATE OF NEW YORK)
COUNTY OF Putnam) ss.:

I Steven R Farrell As Executor of my Sister Grace Gene Carey would like to distribute this one check from AFLAC Insurance for 6,887.50 to Her three Sons I have done my Due Diligence and have established that this is the only Asset and did not want to incur the cost to probate the will and Attorney fees for this small Asset. This distribution would be put in three Mutual funds that I have set up for the Children.

Steven R Farrell
Signature
Steven R Farrell
Print Name

Sworn to me this 1st day of
May, 2015

Irene R Muller
Notary Public

Commission Expires:
(Affix Notary Stamp or Seal)

IRENE R. MULLER
Notary Public, State of New York
No. 01MU6223765
Qualified in Putnam County
Term Expires June 21, 2018
2018

FILED: PUTNAM COUNTY CLERK 10/26/2017 02:23 PM

NYSCEF DOC. NO. 31

INDEX NO. 500703/2017

RECEIVED NYSCEF: 10/26/2017

NYSCEF DOC. NO. 31
NYSCEF DOC. NO. 3RECEIVED NYSCEF: 10/26/2017
RECEIVED NYSCEF: 08/17/2017STATE OF NEW YORK
SUPREME COURT COUNTY OF PUTNAM

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

-vs-

STEVEN FARRELL A/K/A STEVEN R. FARRELL,
INDIVIDUALLY AND AS VOLUNTARY ADMINISTRATOR OF
THE ESTATE OF GRACE GENE CAREY A/K/A GRACE G.
CAREY A/K/A GRACE CAREY; CONNOR CAREY A/K/A
CONNOR R. CAREY; WILLIAM J. CAREY A/K/A WILLIAM J.
CAREY, III; KEVIN CAREY A/K/A KEVIN P. CAREY; UNITED
STATES OF AMERICA O/B/O INTERNAL REVENUE SERVICE;
NEW YORK STATE DEPARTMENT OF TAXATION AND
FINANCE; DANBURY OFFICE PHYSICIAN SERVICES, P.C.;
UNKNOWN HEIRS OF THE ESTATE OF WILLIAM CAREY
A/K/A WILLIAM J. CAREY, JR.; "JOHN DOE #1-5" and "JANE
DOE #1-5" said names being fictitious, it being the intention of
Plaintiff to designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in or lien upon
the premises being foreclosed herein,

Defendants.

Index No.

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

Mortgaged Premises Address:
493 BULLET HOLE ROAD
MAHOPAC, NY 10541

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 KEVIN BENTUM, 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: August 15, 2017


VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone No. 516/394-6921
CHNY1229

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM**

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,

Plaintiff,

**NOTICE OF PENDENCY
OF ACTION**
Index No.

-vs-

STEVEN FARRELL A/K/A STEVEN R. FARRELL,
INDIVIDUALLY AND AS VOLUNTARY
ADMINISTRATOR OF THE ESTATE OF GRACE GENE
CAREY A/K/A GRACE G. CAREY A/K/A GRACE
CAREY; CONNOR CAREY A/K/A CONNOR R. CAREY;
WILLIAM J. CAREY A/K/A WILLIAM J. CAREY, III;
KEVIN CAREY A/K/A KEVIN P. CAREY; UNITED
STATES OF AMERICA O/B/O INTERNAL REVENUE
SERVICE; NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE; DANBURY OFFICE
PHYSICIAN SERVICES, P.C.; UNKNOWN HEIRS OF
THE ESTATE OF WILLIAM CAREY A/K/A WILLIAM J.
CAREY, JR.; "JOHN DOE # 1-5" and "JANE DOE #1-
5" said names being fictitious, it being the intention of Plaintiff
to designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in or lien
upon the premises being foreclosed herein,

Defendants.

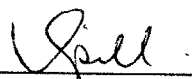
NOTICE IS HEREBY GIVEN, that an action was commenced upon the Complaint of the
above plaintiff against the above named defendant(s) and is now pending in the Supreme Court of
the State of New York, PUTNAM County, for the foreclosure of a Mortgage executed by
GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY, deceased, and
WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR., deceased, to MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T MORTGAGE
CORPORATION to secure the sum of \$195,000.00, which was recorded in the PUTNAM
County Clerk's Office on July 2, 2004, in Book 4246 of Mortgages, at Page 0234, et seq. Said

Mortgage was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by Assignment dated October 28, 2014 and recorded on November 13, 2014 in Book 6425, at Page 297, et seq. GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY died a resident of PUTNAM County on April 8, 2014. STEVEN FARRELL A/K/A STEVEN R. FARRELL named as Voluntary Administrator of the Estate fo GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY by virtue of Surrogates proceedings under file number 2015-101. WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR. died a resident of PUTNAM County on March 9, 2015. An Administrator has not yet been appointed.

NOTICE IS FURTHER GIVEN, that the mortgaged premises described in the mortgage(s) affected by the foreclosure action were, at the time of the commencement of this action and at the time of the filing of this Notice, situated in the County of PUTNAM, 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 PUTNAM, is directed to index this Notice against the names
of the defendant(s).

Dated: July 24, 2017



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone: 516/394-6921
CHNY1229

Property Address: 493 BULLET HOLE ROAD, MAHOPAC, NY 10541

SECTION: 64.6
BLOCK: 1
LOT: 8



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

Title No.: [REDACTED]

**SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam, The State of New York, known as Lot No. 7 on "Map of portion of Mary Pinelli, dated January 16th, 1956, Roy Burgess, P.E. & L.S., " and filed in the Clerk's Office of the County of Putnam, The State of New York, on October 2nd, 1957, as Map No. 822, being more particularly bounded and described as follows:

Beginning at a point in the northerly line of Bullet Hole Road, where the division line between Lots 7 and 8 on said map intersects the northerly side of Bullet Hole Road, which point of beginning is distant the following three (3) courses and distances from the intersection of the northerly line of Bullet Hole Road and the westerly line of Hill Street (Long Pond Road):

- 1) South 89° 47' 00" West, 19.88 feet;**
- 2) North 74° 17' 00" West, 53.78 feet; and**
- 3) North 72° 11' 10" West, 255 feet;**

Thence North 17° 48' 50" East, 210 feet to the lands now or formerly of Mary Pinelli;

Thence North 72° 11' 10" West, 100 feet along other lands now or formerly of Mary Pinelli;

Thence South 17° 48' 50" West, 208.90 feet to the northerly line of Bullet Hole Road;

Thence along the northerly line of Bullet Hill Road, South 71° 02' 30" East, 54.95 feet to a point and South 72° 11' 10" East, 45.06 feet, to the point or place of beginning.

Premises: 493 Bullet Hole Road, Mahopac, NY 10541

Tax Map/Parcel ID No.: Section: 64.6 Block: 1 Lot: 8

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

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

-vs-

STEVEN FARRELL A/K/A STEVEN R. FARRELL, INDIVIDUALLY AND AS VOLUNTARY
ADMINISTRATOR OF THE ESTATE OF GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE
CAREY, et. al.

Defendants.

NOTICE OF PENDENCY

FEIN, SUCH & CRANE, LLP

Attorneys for Plaintiff

1400 OLD COUNTRY ROAD STE C103

WESTBURY, NY 11590

516/394-6921

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

Service of a copy of the within

Dated:

is hereby admitted.

.....
Attorneys(s) for

PLEASE TAKE NOTICE

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

Dated:

FEIN, SUCH & CRANE, LLP

Attorneys for Plaintiff

1400 OLD COUNTRY ROAD STE C103

WESTBURY, NY 11590

516/394-6921

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM**

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,

Plaintiff,

SUMMONS

Index No.

-vs-

STEVEN FARRELL A/K/A STEVEN R. FARRELL,
INDIVIDUALLY AND AS VOLUNTARY
ADMINISTRATOR OF THE ESTATE OF GRACE GENE
CAREY A/K/A GRACE G. CAREY A/K/A GRACE
CAREY; CONNOR CAREY A/K/A CONNOR R. CAREY;
WILLIAM J. CAREY A/K/A WILLIAM J. CAREY, III;
KEVIN CAREY A/K/A KEVIN P. CAREY; UNITED
STATES OF AMERICA O/B/O INTERNAL REVENUE
SERVICE; NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE; DANBURY OFFICE
PHYSICIAN SERVICES, P.C.; UNKNOWN HEIRS OF
THE ESTATE OF WILLIAM CAREY A/K/A WILLIAM J.
CAREY, JR.; "JOHN DOE #1-5" and "JANE DOE #1-5"
said names being fictitious, it being the intention of Plaintiff
to designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in or lien
upon the premises being foreclosed herein,

Defendants.

Mortgaged Premises: 493 BULLET HOLE ROAD
MAHOPAC, NY 10541

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

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.

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

the Defendant obtained a bankruptcy discharge and such other or further relief as may be just and equitable.

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

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


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.

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

Dated: July 24, 2017



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone No. 516/394-6921
CHNY1229

NATURE AND OBJECT OF ACTION

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,

Plaintiff,

COMPLAINT
Index No.

-vs-

STEVEN FARRELL A/K/A STEVEN R. FARRELL,
INDIVIDUALLY AND AS VOLUNTARY
ADMINISTRATOR OF THE ESTATE OF GRACE GENE
CAREY A/K/A GRACE G. CAREY A/K/A GRACE
CAREY; CONNOR CAREY A/K/A CONNOR R. CAREY;
WILLIAM J. CAREY A/K/A WILLIAM J. CAREY, III;
KEVIN CAREY A/K/A KEVIN P. CAREY; UNITED
STATES OF AMERICA O/B/O INTERNAL REVENUE
SERVICE; NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE; DANBURY OFFICE
PHYSICIAN SERVICES, P.C.; UNKNOWN HEIRS OF
THE ESTATE OF WILLIAM CAREY A/K/A WILLIAM J.
CAREY, JR.; "JOHN DOE #1-5" and "JANE DOE #1-5"
said names being fictitious, it being the intention of Plaintiff
to designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in or lien
upon the premises being foreclosed herein,

Defendants.

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

First: The plaintiff is a National Association duly licensed, organized and existing
pursuant to the laws of the United States of America.

Second: Upon information and belief, at all times hereinafter mentioned, the defendant(s)
reside or conduct business at the address set forth in "Schedule A" annexed hereto (any that are
corporations being organized and existing under the laws of the State set forth therein), and are

made defendants in this action in the capacities and for the reasons alleged therein.

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

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

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

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

Seventh: Plaintiff is current holder of the Mortgage securing the Note, the originals of which are in Plaintiff's possession and control, and Plaintiff is otherwise entitled to enforce the subject Mortgage and Note pursuant to law.

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

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

Tenth: That GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY, deceased, and WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR., deceased, have failed to comply with the conditions of the mortgage(s) or bond(s) by failing to pay portions of principal, interest or taxes, assessments, water rates, insurance premiums, escrow and/or other

charges, all as more fully described in "Schedule E".

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

Twelfth: That "Schedule E" sets forth the principal balance due, the default date and rate at which interest accrues and is owing since defendant(s) default.

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

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

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

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


Seventeenth: The plaintiff shall not be deemed to have waived, altered, released or

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

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

Premises with the usual powers and duties associated therewith; 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: July 24, 2017



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone: 516/394-6921
CHNY1229

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

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Plaintiff,

-vs-
STEVEN FARRELL A/K/A STEVEN R. FARRELL, INDIVIDUALLY AND AS VOLUNTARY
ADMINISTRATOR OF THE ESTATE OF GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE
CAREY, et. al.

Defendants.

SUMMONS & COMPLAINT

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

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

Service of a copy of the within
Dated:

is hereby admitted.

.....
Attorneys(s) for

PLEASE TAKE NOTICE

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

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

SCHEDULE "A" - DEFENDANTSDEFENDANTSCAPACITY

STEVEN FARRELL A/K/A
STEVEN R. FARRELL,
INDIVIDUALLY AND AS
VOLUNTARY ADMINISTRATOR
OF THE ESTATE OF
GRACE GENE CAREY A/K/A
GRACE G. CAREY A/K/A
GRACE CAREY
493 BULLET HOLE ROAD
MAHOPAC, NY 10541

230 BALL POND ROAD
NEW FAIRFIELD, CT 06812

GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY, deceased, and WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR., deceased, who executed a certain Mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T MORTGAGE CORPORATION to secure the sum of \$195,000.00, which was recorded in the PUTNAM County Clerk's Office on July 2, 2004, in Book 4246 of Mortgages, at Page 0234, et seq.

Said Mortgage was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by Assignment dated October 28, 2014 and recorded on November 13, 2014 in Book 6425, at Page 297, et seq.

GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY died a resident of PUTNAM County on April 8, 2014. STEVEN FARRELL A/K/A STEVEN R. FARRELL named as Voluntary Administrator of the Estate fo GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY by virtue of Surrogates proceedings under file number 2015-101, attached hereto

WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR. died a resident of PUTNAM County on March 9, 2015. An Administrator has not yet been appointed.

STEVEN FARRELL A/K/A STEVEN R. FARRELL, Individually as an Heir-at-Law to the Estate of GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY.

Heir-at-Law to the Estate of GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY

Heir-at-Law to the Estate of WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR.

CONNOR CAREY A/K/A
CONNOR R. CAREY
493 BULLET HOLE ROAD
MAHOPAC, NY 10541

230 BALL POND ROAD
NEW FAIRFIELD, CT 06812

WILLIAM J. CAREY A/K/A
WILLIAM J. CAREY, III
493 BULLET HOLE ROAD
MAHOPAC, NY 10541

Heir-at-Law to the Estate of GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY

Heir-at-Law to the Estate of WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR.

230 BALL POND ROAD
NEW FAIRFIELD, CT 06812

KEVIN CAREY A/K/A
KEVIN P. CAREY
493 BULLET HOLE ROAD
MAHOPAC, NY 10541

Heir-at-Law to the Estate of GRACE GENE CAREY A/K/A GRACE G. CAREY
A/K/A GRACE CAREY

Heir-at-Law to the Estate of WILLIAM CAREY A/K/A WILLIAM J.
CAREY, JR.

230 BALL POND ROAD
NEW FAIRFIELD, CT 06812

DANBURY OFFICE OF PHYSICIAN
SERVICES, P.C.
24 HOSPITAL DRIVE
DANBURY, CT 06810

Subordinate lien holder by virtue of judgment attached.

UNKNOWN HEIRS OF THE ESTATE
OF WILLIAM CAREY A/K/A
WILLIAM J. CAREY, JR.
493 BULLET HOLE ROAD
MAHOPAC, NY 10541

Unknown Heirs-at-law to the ESTATE OF WILLIAM CAREY A/K/A WILLIAM
J. CAREY, JR.

JOHN DOE # 1-5
and JANE DOE # 1-5
493 BULLET HOLE ROAD
MAHOPAC, NY 10541

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.

NYSCEF DOC. NO. 31
NYSCEF DOC. NO. 31RECEIVED NYSCEF: 10/26/2017
RECEIVED NYSCEF: 08/17/2017

VS-4ME 4/04 STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH		CERTIFICATE OF DEATH OFFICE OF THE CHIEF MEDICAL EXAMINER		STATE FILE NUMBER	
1. DECEDENT'S LEGAL NAME (include AKA's if any) (First, Middle, Last) William J. Carey Jr.		2. SEX <input checked="" type="checkbox"/> MALE <input type="checkbox"/> FEMALE		3. ACTUAL OR PRESUMED DATE OF DEATH (MM/DD/YYYY) (Spell Month) March 09, 2015	
4. ACTUAL OR PRESUMED TIME OF DEATH 6:11 PM		5. Age at last birthday 60		6. Under 1 Year Under 1 Day Mo. Days Hours Min [redacted]	
7. Date of Birth (MM/DD/YYYY) [redacted]		8. BIRTHPLACE (City, State or Foreign Country) Bronx, New York		9. RESIDENCE-STATE New York	
10. RESIDENCE-CITY OR TOWN Putnam		11. RESIDENCE- COUNTRY Mahopac		12. RESIDENCE-STREET AND NO 493 Bullet Hole RD	
13. APT NO 10541		14. ZIP CODE 10541		15. EVER IN US ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Married <input type="checkbox"/> Married but Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		17. SURVIVING SPOUSE'S NAME (if wife, give maiden name) N/A		18. FATHER'S NAME (First, Middle, Last) William J. Carey Sr.	
19. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) Virginia Twomey		20. INFORMANT'S NAME Doreen Plunkett		21. INFORMANT'S RELATIONSHIP TO DECEDENT Sister	
22. MAILING ADDRESS (Street and Number, City, State, Zip Code) 36 Hillside Trail, Mahopac, NY 10541		23. IF DEATH OCCURRED IN A HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> Dead on Arrival		24. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (specify)	
25. FACILITY NAME (if not institution, give street & number) Danbury Hospital		26. CITY OR TOWN OF DEATH & ZIP CODE Danbury 06810		27. COUNTY OF DEATH Fairfield	
28. METHOD OF DISPOSITION: <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (specify)		29. DISPOSITION (Name of cemetery, crematory, other place) Ferncliff Crematory		30. LOCATION (city/town) Hartsdale, NY	
31. DATE 03/13/2015		32. WAS BODY EMBALMED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Name of Embalmer Shawn O'Mara		33. FUNERAL FACILITY - Name and Address (street, town, state, zip) Cargain Funeral Homes Inc. 418 Rte. 6 Mahopac, NY 10541	
34. SIGNATURE OF FUNERAL DIRECTOR OR EMBALMER [Signature]		35. LICENSE NUMBER OF SIGNEE IN BOX 34 002577		36. M.E. CASE NUMBER 15-04358	
37. DATE PRONOUNCED DEAD (MM/DD/YYYY) 03/09/2015		38. TIME PRONOUNCED 6:11 PM		39. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
40. PART I. Enter the chain of events, diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. IMMEDIATE CAUSE (Final disease or condition resulting in death) —> (a) <u>Complications of Blunt Neck and Torso Trauma with Quadraplegia</u> Due to (or as a consequence of): (b) _____ Due to (or as a consequence of): (c) _____ Due to (or as a consequence of): (d) _____		41. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I. 42. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Pregnant at the time of death <input type="checkbox"/> Unknown if pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death		43. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input type="checkbox"/> Unknown	
44. MANNER OF DEATH (Natural, Homicide, Accident, Suicide, Undetermined/Suicide) Accident		45. DATE OF INJURY (Month/Day/Year) February 27, 2015		46. TIME OF INJURY PM	
47. PLACE OF INJURY (Street, Apt. #, City or Town, State, Zip Code) Intersection Route 22 and 684 Brewster NY		48. DESCRIBE HOW INJURY OCCURRED Motor Vehicle Collision		49. IF TRANSPORTATION INJURY, SPECIFY: <input checked="" type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (specify)	
50. On the basis of examination, medical investigation, in my opinion, death occurred at the time, place, and place of the family and community. Susan S. Williams, M.D.		51. Associate Medical Examiner [Signature]		52. Date of Death Mar 11, 2015	
53. MAILING-CERTIFIER Office of the Chief Medical Examiner, 11 Shuttle Road, Farmington, CT 06032-1939		54. REGISTRAR Lisa M. Sadman, Aut.		55. Date of Death Mar 11, 2015	
56. THIS CERTIFICATE WAS RECEIVED FOR RECORD ON MAR 12 2015		57. BY [Signature]		58. REGISTRAR Lisa M. Sadman, Aut.	

I certify that this is a true transcript of the information on the death record as recorded in this office.

Attest! [Signature] Registrar of Vital StatisticsDated MAY 04 2015 Town of Danbury

NOT GOOD WITHOUT SEAL OF CERTIFYING OFFICIAL

NYSCEF DOC. NO. 31
NYSCEF DOC. NO. 31RECEIVED NYSCEF: 10/26/2017
RECEIVED NYSCEF: 08/17/2017

NEW YORK STATE DEPARTMENT OF HEALTH		STATE FILE NUMBER	
CERTIFICATE OF DEATH			
1. NAME - FIRST GRACE		2. SEX <input type="checkbox"/> MALE <input checked="" type="checkbox"/> FEMALE	
3. NAME - MIDDLE GENE		4. DATE OF DEATH MONTH 04 DAY 08 YEAR 2014	
5. NAME - LAST CAREY		6. HOUR 2:17 A	
7. PLACE OF DEATH (Check one) <input type="checkbox"/> HOME <input type="checkbox"/> HOSPITAL DAY <input type="checkbox"/> HOSPITAL OUTPATIENT <input type="checkbox"/> HOSPITAL INPATIENT <input type="checkbox"/> NURSING HOME <input type="checkbox"/> PRIVATE RESIDENCE <input type="checkbox"/> HOSPICE FACILITY <input type="checkbox"/> OTHER (Specify)		8. IF FACILITY, DATE ADMITTED MONTH 03 DAY 19 YEAR 2014	
9. NAME OF FACILITY (If not home, give address) HUDSON VALLEY Hospital		10. LOCALITY (Check one and specify) CITY CORTLANDT VILLAGE WESTCHESTER TOWN WESTCHESTER	
11. MEDICAL RECORD NO. 00726939		12. ALL WAS DECEDENT TRANSFERRED FROM ANOTHER FACILITY (If yes, specify institution name, city or town, county and state)	
13. DATE OF BIRTH MONTH 05 DAY 19 YEAR 1959		14. AGE IN YEARS 55	
15. SEX UNDER 1 YEAR ENTER: MONTHS 55 DAYS 19		16. SEX UNDER 1 DAY ENTER: MONTHS 55 DAYS 19	
17. CITY AND STATE OF BIRTH (If not USA, Country and Region/Province) BRIARCLIFF NY		18. IF AGE UNDER 1 YEAR, NAME OF HOSPITAL OF BIRTH	
19. ETHNICITY (Check one) <input checked="" type="checkbox"/> White/Caucasian <input type="checkbox"/> Black or African American <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Other (Specify)		20. RACE (Check one) <input type="checkbox"/> White/Caucasian <input type="checkbox"/> Black or African American <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Other (Specify)	
21. DECEASED'S EDUCATION (Check one) <input type="checkbox"/> Less than high school <input type="checkbox"/> High school graduate <input type="checkbox"/> Some college <input type="checkbox"/> Bachelor's degree <input type="checkbox"/> Master's degree <input type="checkbox"/> Doctorate degree		22. SURVIVING SPOUSE (Check one) <input type="checkbox"/> Spouse <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Single	
23. SOCIAL SECURITY NUMBER TEACHER'S AID		24. MARITAL STATUS <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> DIVORCED <input type="checkbox"/> SINGLE	
25. USUAL OCCUPATION (List job title) TEACHER'S AID		26. NAME AND LOCALITY OF COMPANY OR FIRM MAHOPAC SCHOOL DIST. NY	
27. RESIDENCE (City or County, State) NY		28. COUNTY OF RESIDENCE PUTNAM	
29. STREET AND NUMBER OF RESIDENCE 493 BULLETHOLE ROAD		30. CITY AND STATE OF RESIDENCE CARMEL NY	
31. BIRTH NAME OF FATHER/PARENT RAYMOND FARRELL		32. BIRTH NAME OF MOTHER/PARENT VERA FELDSCHER	
33. NAME OF INFORMANT STEVEN FARRELL		34. MAILING ADDRESS (Include zip code) 230 BALL POND RD, NEW FAIRFIELD, CT 06812	
35. DATE OF BIRTH OF INFORMANT 04/11/2014		36. PLACE OF BIRTH OF INFORMANT NEW FAIRFIELD, CT	
37. NAME AND ADDRESS OF FUNERAL HOME CARGAIN FUNERAL HOMES, INC., 418 RT6, MAHOPAC, NY		38. REGISTRATION NUMBER 00277	
39. NAME OF FUNERAL DIRECTOR JUSTIN MUENZ		40. SIGNATURE OF FUNERAL DIRECTOR JUSTIN MUENZ	
41. SIGNATURE OF REGISTRAR Jo Ann Doyle		42. DATE OF REGISTRATION 04/09/2014	
43. SIGNATURE OF CORONER'S PHYSICIAN OR MEDICAL EXAMINER GOYLE R		44. DATE OF CERTIFICATE 04/08/2014	
45. CERTIFICATION: To the best of my knowledge, death occurred at the time, date and place and due to the causes stated EDYTA S. REYMER		46. SIGNATURE OF CORONER'S PHYSICIAN OR MEDICAL EXAMINER GOYLE R	
47. CAUSE OF DEATH STATERING PRX. PRX. PUTNAM VALLEY NY		48. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
49. MANNER OF DEATH <input checked="" type="checkbox"/> ACCIDENT <input type="checkbox"/> SUICIDE <input type="checkbox"/> UNDETERMINED CIRCUMSTANCES <input type="checkbox"/> PENDING INVESTIGATION		50. IF CASE REFERRED TO CORONER OR MEDICAL EXAMINER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
51. AUTOPSY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		52. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF Putnam

VOLUNTARY ADMINISTRATION, Estate of

Grace Gene Carey
AKA Grace Carey Deceased.STATE OF NEW YORK
COUNTY OF Putnam ss.:AFFIDAVIT IN RELATION TO
SETTLEMENT OF ESTATE UNDER
ARTICLE 13, SCPAFile No. 2015-101
(as of 1/2009)(INSTRUCTIONS: In completing this form,
answer each question. This may be done in some
instances by crossing out words in parentheses
and in some instances by inserting the required
information.)I, Steven Farrell, being duly sworn, depose and say(1) My permanent address is: 230 Ball Pond Road
(Street Address) (City/Town/Village)
New Fairfield CT 06812 203 746-4511
(County) (State) (Zip) (Telephone Number)My mailing address is: Same
(If different from permanent address)(2) My interest is: ☒ Distributee of decedent Brother
(Relationship)☒ Other (Specify) Executor named in will

(3) The name, permanent address, date, place of death, and citizenship of the decedent, to whose estate this proceeding relates, are as follows:

Name of Decedent (a/k/a, if applicable): Grace Carey Grace Gene Carey AKAPermanent Address: 493 Bullet Hole Road Mahopac New York
(Street Address) (City/Town/Village) (County) (State)Date of Death: 4/18/14 Place of Death: Cortland NY
(City/Town/Village) (State)Citizenship: US Hudson Valley Hospital(4) Decedent died: ☐ Intestate (without a will)
☒ Testate (the original will is attached)

(5) A search of the records of the Court shows that no application has been made in the estate of the decedent for voluntary administration, letters of administration or for probate of a will, and your affiant is informed and verily believes that no such application ever has been made to any other Surrogate's Court in this state.

SE-3A *For use only where decedent died on or after January 1, 2009

SE-3A

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RECEIVED NYSCEF: 08/17/2017

(6) The names and addresses of the decedent's distributees under New York law, including non-marital children and descendants of predeceased non-marital children, and their relationships to the decedent, are as follows: (If more space is needed, add a sheet of paper)

Name	Post Office Address (Including Zip)	Relationship Indicate if non-marital
Cornelia Carey	230 Ball Pond Rd New Fairfield et 06812	Son
William J Carey	Same	Son
Kevin Carey	Same	Son

(7) (If decedent had a will) The names and addresses of all beneficiaries in the will of the decedent filed herewith are as follows: (If more space is needed, add a sheet of paper)

Name	Post Office Address (Including Zip)	Bequest
Cornelia Carey	230 Ball Pond Rd New Fairfield et 06812	1/3 AS Paragraph 4
William J Carey	Same	" " " "
Kevin Carey	Same	" " " "

Steven R Farrell Executor AS of Paragraph 4 Noreen S Hickey Alternate AS of 4
 8) The value of the entire personal property, wherever located, of the decedent, exclusive of joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), and jointly owned personal property, or property exempt under the EPTL §5-3.1, does not exceed \$30,000.00.
 Same Address AS Children 411 Parkview Ave
 Yonkers NY 10710

9) The following, exclusive of joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), and jointly owned personal property, or property exempt under EPTL §5-3.1, is a complete list of all personal property owned by the decedent, either standing in his/her own name or owned by him/her beneficially and including items of value in any safe deposit box: (If more space is needed, add a sheet of paper)

Items of Personal Property Separately Listed	Value of Each Item
Medical Insurance Check Aflac	6,887.50 ch# 40084221

TOTAL \$ 6,887.50

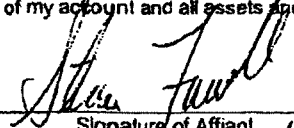
(10) All the liabilities of the decedent known to me are as follows: (If more space is needed, add a sheet of paper)

Name of Creditor	Amount Owed
None	✓
None	✓

(11) I undertake to act as voluntary administrator/trix of the decedent's estate, and to administer it pursuant to Article 13 of the Surrogate's Court Procedure Act. I agree to reduce all of the decedent's assets to possession; to liquidate such assets to the extent necessary; to open an estate bank account in a bank of deposit or savings bank in this state, in which I shall deposit all money received; to sign all checks drawn on or withdrawals from such account in the name of the estate by myself, as voluntary administrator/trix; to pay the expenses of administration, the decedent's reasonable funeral expenses and his/her debts in the order provided by law; and to distribute the balance to the person or persons and in the amount or amounts provided by law. As voluntary administrator/trix, I shall file in this court an account of all receipts and of disbursements made.

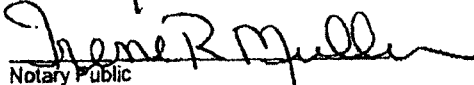
(12) I understand that this proceeding will not determine the estate tax liability, if any, in the event that the decedent had any interest in real property or any joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), or jointly owned or trust property.

(13) If letters testamentary or of administration are later granted, I acknowledge that my powers as voluntary administrator/trix shall cease, and I shall deliver to the court-appointed fiduciary a complete statement of my account and all assets and funds of the estate in my possession.


Signature of Affiant
Steven Farrell
Print Name

Sworn to before me on

May 1st 20 15


Notary Public

My Commission Expires:
(Affix Notary Stamp or Seal)

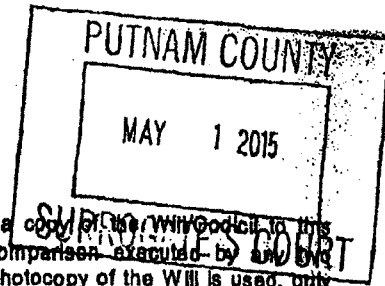
IRENE R. MULLER
Notary Public, State of New York
No. 01MU6223785
Qualified in Putnam County
Term Expires June 21, 2018

Signature of Attorney: _____

Print Name: _____

Firm Name: _____ Tel. No.: _____

Address of Attorney: _____



SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF Putnam

(Note: Attach a copy of the Will/Codicil to this Affidavit of Comparison executed by two persons; if a photocopy of the Will is used, only one person need make the affidavit.)

WILL OF Grace Grace Corey H.K. Grace (Corey)

a/k/a _____

Deceased. _____ X

AFFIDAVIT OF COMPARISON

File No. 2015-101

STATE OF NEW YORK

COUNTY OF Putnam ss.: _____

I/we Steven R Farrell (and) _____ being duly

sworn, say(s), that (he/she has) (we have) carefully compared the copy of decedent's Will/Codicil propounded herein to which this affidavit is annexed with the original Will dated the 4 day of Apr / 14, (and the original Codicil dated the _____ day of _____), about to be filed for probate, and that the same is in all respects a true and correct copy of said original Will/Codicil and of the whole thereof.

Sworn to be fore me this 1st

day of May, 2015

Irene R. Muller
Notary Public

Commission Expires:

(Affix Notary Stamp or Seal) IRENE R. MULLER
Notary Public, State of New York
No. 01MU8223765
Qualified in Putnam County
Term Expires June 21, 2018

Steven R Farrell
Signature

Steven R Farrell

Print Name

Signature

Print Name

Name of Attorney _____ Tel. No.: _____

Address of Attorney _____

LAST WILL AND TESTAMENT

OF

GRACE G. CAREY

I, GRACE G. CAREY, residing at 493 Bullet Hole Road, Mahopac, County of Putnam, State of New York, which I hereby declare to be my domicile, do hereby make, publish and declare this to be my Last Will and Testament.

FIRST: I revoke all Wills and Codicils made by me at any time heretofore.

SECOND: I direct that all inheritance, estate, transfer, succession and death taxes or duties (including any interest thereon) imposed by any jurisdiction whatsoever by reason of my death upon or in relation to any property includable in my estate for the purposes of any such taxes or duties, whether such property passes under the provisions of this Will, or outside the provisions of this Will, be paid out of my general estate without proration or apportionment.

THIRD: I direct that all my just debts and funeral expenses be paid out of my general estate as soon as practicable after my demise.

In the event that any property or interest passing under this Will, by operation of law, or otherwise by reason of my death (other than as part of my residuary estate) shall be encumbered by mortgage or a lien, or shall be pledged to secure any obligation (whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be charged to or paid from my estate, but that the devisee, legatee, joint owner taking by survivorship or beneficiary shall take such property or interest in property subject to all encumbrances existing at the time of my death.



Initials

FOURTH: All the rest, residue and remainder of the property both real, personal and mixed and wheresoever situate which I may own or be entitled to at the time of my death (all such property being herein sometimes referred to as my "residuary estate"), I give, devise and bequeath to my brother, STEVEN R. FARRELL, presently residing 230 Ball Pond Road, New Fairfield, Connecticut, IN TRUST NEVERTHELESS for my children, WILLIAM J. CAREY III, CONNOR R. CAREY and KEVIN P. CAREY, to be divided equally, per capita, to hold, manage, invest and reinvest the same and to collect and receive the principal and interest therefrom for the health, welfare and education of my said children until they attain the age of thirty (30) years, respectively, at which time my said children shall receive their respective share of the accrued principal and interest therefrom.

In the event my brother, STEVEN R. FARRELL, shall predecease me, fail to qualify, or having qualified thereafter dies, resigns, is removed from office or for any reason ceases to act as such Trustee, I hereby nominate, constitute and appoint my sister, NOREEN HICKEY, presently residing in Yonkers, New York, as Trustee in his place and stead.

FIFTH: My Executors and or Trustees shall have discretion to make payment or distribution of any principal and/or income vesting in and payable to any person in any one or more of the following ways:

- (a) Paying the same to the parent, guardian or other person having the care and control of such person;
- (b) Paying directly to such person an allowance in discretionary sums;
- (c) Depositing the same in a bank account in the name of such person;
- (d) Using the same to purchase obligations of the Government of the United States, or of any state, county, city or other political subdivision of the United States, which can be redeemed by such person;
- (e) Paying the same to any relative of such person as custodian for such person under any applicable Gifts to Minors Act;

(f) Expending it in such other discretionary manner as my Executors and or Trustees believe will benefit such person; or

(g) Deferring payment or distribution of any part or all thereof as set forth herein, meanwhile applying to such person's use so much principal and the income therefrom, and at such time or times as my Executors and or Trustees may deem advisable.

SIXTH: I hereby nominate, constitute and appoint my brother, STEVEN R. FARRELL, presently residing 230 Ball Pond Road, New Fairfield, Connecticut, to be Executor of this, my Last Will and Testament. In the event he shall predecease me, fail to qualify, or having qualified thereafter dies, resigns, is removed from office or for any reason ceases to act as such Executor, I hereby nominate, constitute and appoint my sister, NOREEN HICKEY, presently residing in Yonkers, New York, as Executrix of this my Last Will and Testament in his place and stead.

I direct that none of my Executors and or Trustees shall be required to give any bond or other security for the faithful performance of their respective duties in any jurisdiction whatsoever, or if any bond is required, no surety shall be required thereon. No fiduciary at any time acting hereunder shall be required to file periodic accountings in the Court in which this Will shall be admitted to probate unless such fiduciary shall elect to do so. To the extent that any of my Executors and or Trustees shall exercise discretion hereunder and make payments and/or applications of assets as hereinbefore provided they shall be relieved of any and all responsibility and liability with respect to the same.

No Executor/Executrix named herein shall receive any commissions statutory or otherwise from acting in such fiduciary capacity.

SEVENTH: Without limiting the powers conferred upon Executors and/or Trustees by statute or by general rules of law my Executors and/or Trustees hereunder are specifically authorized and empowered:

(a) To retain, invest and/or reinvest, any funds of my estate in any stock, bonds, notes or other securities or property, real or personal, including any common or commingled fund maintained by any bank, trust

company, or other corporate fiduciary and to receive and/or retain all in the same, notwithstanding that such investments may not be of the character allowed to Executors or Trustees by statute or general rules of law, it being my intention to give the broadest investment powers and discretion to such of my Executors as shall from time to time be acting;

(b) To sell or otherwise dispose of any property, real or personal, at any time forming a part of my estate or over which my Executors or Trustees shall exercise powers in trust at either public or private sale for cash or upon credit in such manner and on such terms and conditions as to them may seem best and/or to grant options therefore and no person dealing with them shall be bound to see the application of any monies paid;

(c) To manage, operate, repair, improve, mortgage and lease for any term any real estate at any time held by them;

(d) To make distribution in cash or in kind upon any division of my estate;

(e) In general, to do all such acts and things with respect to any such property and to exercise all powers in the management of my estate and over property held subject to a power in trust which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as may seem best to them, and to execute and deliver any and all instruments and to do all acts which to them may seem necessary or proper to carry out the purposes of this Will.

EIGHTH: The words "child" and "children" wherever used in this Will with reference to children of mine, mean and include WILLIAM J. CAREY III, CONNOR R. CAREY and KEVIN P. CAREY and such other children of mine as may hereafter be born of my blood or be legally adopted by me.

NINTH: The neuter gender hereunder shall be deemed to include the masculine and/or feminine wherever necessary or appropriate, and the singular to include the plural. Wherever the expression "Executor" or Executors" is employed, the same shall be deemed to include the words Executrix or Executrices or their alternates or successors as the case may be.

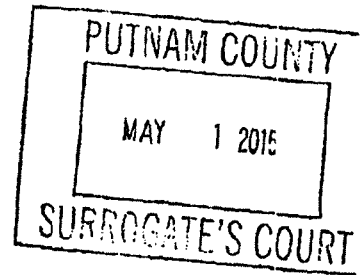
IN WITNESS WHEREOF, I hereby sign, seal, publish and declare this to be my LAST WILL AND TESTAMENT and initial each page, in the presence of the persons witnessing it at my request this 4 day of April in the year two thousand and fourteen (2014).

Grace G. Carey L.S.
GRACE G. CAREY

The foregoing was at said date subscribed, sealed, published and declared by the Testatrix, as her Last Will and Testament, in our presence and we at her request, and in her presence and in the presence of each other, subscribed our names as witnesses, all of us, including the Testatrix being present throughout the execution and attestation of this Will.

Em Shu residing at 1321 Lydiate, Hohenlake, NY
10547

Robert Jordan residing at 316 Scarborough Ln
Wappingers Falls NY 12590

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Grace Gene Cary AKA Grace Cary
Deceased.

AFFIDAVIT OF REMOVAL OF
STAPLESFile No. 2015-101STATE OF NEW YORK)
COUNTY OF Putnam) ss.:

I Steven R Farrell distributed the original
will to various Insurance companies AND AT
Some point Staples appear to have been
Removal

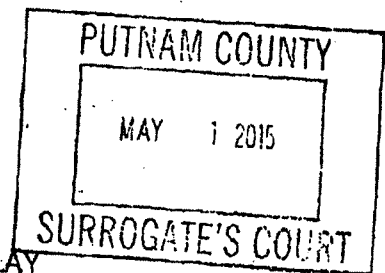
Steven R Farrell
5/1/15 Steven R Farrell

Sworn to me this 1st day of
May, 2015

Irene R Muller
Notary Public

Commission Expires:
(Affix Notary Stamp or Seal)

IRENE R. MULLER
Notary Public, State of New York
No. 01MU8223785
Qualified in Putnam County
Term Expires June 21, 2018
2018

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

In the Matter of the Voluntary Administration,

Estate of *Grace Dewe Carey*
AKA Grace Carey

Deceased.

AFFIDAVIT OF DELAY

File No. 2015-101STATE OF NEW YORK)
COUNTY OF *Putnam*) ss.:

The Reason for waiting over 1 year was
trying to make a settlement with Aflac
Insurance

Sworn to me this 1st day of
May, 2015

A handwritten signature of Irene R. Muller.

Notary Public

Commission Expires:

(Affix Notary Stamp or Seal)

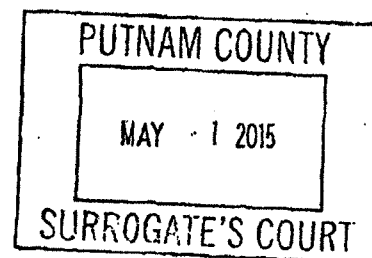
 IRENE R. MULLER
Notary Public, State of New York
No. 01MUG223785
Qualified in Putnam County
Term Expires June 21, 2018
2018

A handwritten signature of Steven R. Farrell.

Signature

Steven R. Farrell

Print Name

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Grace Gane Carey
AKA Grace Carey

Deceased.

AFFIDAVIT

File No. 2015-101STATE OF NEW YORK)
COUNTY OF Putnam) ss.:

I Steven R Farrell As Executor of my Sister Grace Gane Carey would like to distribute this one check from AFLAC Insurance for 6,887.50 to Her three Sons I have Done my Due Diligence and have established that this is the only Asset and Did not want to incur the cost to Probate the will and Attorney Fees for this small Asset. This distribution would be put in three mutual funds that I have set up for the children.

A handwritten signature in cursive script, appearing to read "Steven R Farrell".

Signature

Steven R Farrell

Print Name

Sworn to me this 1st day of May, 2015

A handwritten signature in cursive script, appearing to read "Irene R. Muller".

Notary Public

Commission Expires:

(Affix Notary Stamp or Seal)

 IRENE R. MULLER
Notary Public, State of New York
No. 01MU6223765
Qualified in Putnam County
Term Expires June 21, 2018

2018

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM-----X
DANBURY OFFICE OF PHYSICIAN SERVICES, P.C.,

Index No.: [REDACTED]

Plaintiff,
-against-DEFAULT
JUDGMENTWILLIAM CAREY
21 OAKLAND VIEW DRIVE
MAHOPAC, N.Y., 10541Defendant.
-----XDOCUMENT # [REDACTED]
08/26/2013 09:29:24 A.M.
LIBER = PAGE
RECEIPT: 15876 FEE: \$45.00
DENNIS J. SANT
PUTNAM COUNTY CLERK

Amount claimed in Summons and Complaint (Plaintiff waives all attorney's fees.)		\$3,982.02
Pre-judgment interest in accord. with CPLR§ 5001(b).	\$ 179.19	
Cost by Statute	\$ 200.00	
Index Fee	\$ 210.00	
Service of Process	\$ 20.00	
Prospective Execution Fees		

TOTAL: \$4,591.21

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

The undersigned, an attorney admitted to practice in the State of New York, attorney of record for the plaintiff, under penalty of perjury, affirms the following to be true:

Disbursements herein specified have been or will necessarily be made or incurred and are reasonable in amount.

Defendant failed to appear, answer or move herein, and the time to do so having expired, plaintiff is entitled to judgment by default.

I certify that to the best of my knowledge, information and belief, formed after inquiry reasonable under the circumstances, the presentation of this paper or the contentions therein are not frivolous.

COSTS TAXED AT \$ 430.⁰⁰

Dated: 8/16, 2013

*Dennis J. Sant*THE LAW OFFICE OF TRACY J. MURPHY, PLLC
by: Tracy J. Murphy, Esq.
33 Henry Street, Suite 4
Beacon, NY 12508

DECREED that the plaintiff, DANBURY OFFICE OF PHYSICIAN SERVICES, P.C., with an office at 24 Hospital Drive, Danbury, CT., 06810 recovers of the defendant, WILLIAM CAREY last known to reside at 21 OAKLAND VIEW DRIVE, MAHOPAC, N.Y., 10541 as herein computed the sum of \$4,591.21, and it is adjudicated that the plaintiff have execution therefore.

Judgment signed this 26 day of August 2013.

Dennis J. Sant
JUSTICE OF THE COURT
CLERK

SCHEDULE "B"

UNITED STATES OF AMERICA
O/B/O INTERNAL REVENUE
SERVICE

Possible subordinate lien holder by virtue of unpaid Federal Estate Taxes against GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY, if any.

GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY died a resident of PUTNAM County on April 8, 2014.

Possible subordinate lien holder by virtue of unpaid Federal Estate Taxes against WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR., if any.

WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR. died a resident of PUTNAM County on March 9, 2015.

NEW YORK STATE DEPARTMENT
OF TAXATION AND FINANCE
ALBANY, NY

Possible subordinate lien holder by virtue of unpaid New York Estate Taxes against GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY, if any.

GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE CAREY died a resident of PUTNAM County on April 8, 2014.

Possible subordinate lien holder by virtue of unpaid New York Estate Taxes against WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR., if any.

WILLIAM CAREY A/K/A WILLIAM J. CAREY, JR. died a resident of PUTNAM County on March 9, 2015.

FILED: PUTNAM COUNTY CLERK 10/26/2017 02:23 PM

INDEX NO. 500703/2017

NYSCEF DOC. NO. 34
NYSCEF DOC. NO. 7

RECEIVED NYSCEF: 10/26/2017
RECEIVED NYSCEF: 08/17/2017

SCHEDULE "C"

NOTE

June 09, 2004
[Date]Carmel
[City]NEW YORK
[State]

493 Bullet Hole Road, Carmel, NY 10541

[Property Address]



1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 195,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is M&T Mortgage Corporation

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.750%.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on August 01, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 01, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 1364, Buffalo, NY 14240

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. \$ 1,137.97

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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

VMP -5N(NY) 100051

Form 3233 1/01

VMP MORTGAGE FORMS - (800)521.7291

5. LOAN CHARGES

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

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

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

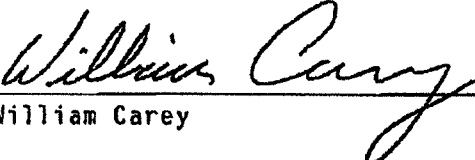
10. UNIFORM SECURED NOTE

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

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

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

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


William Carey

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

ALLONGE TO MORTGAGE NOTE

LOAN NUMBER: [REDACTED]

NOTE DATED: June 09, 2004

LOAN AMOUNT: \$195,000.00

MORTGAGOR(s): William Carey

PROPERTY ADDRESS: 493 Bullet Hole Road, Carmel, NY 10541

Allonge to one certain Mortgage Note dated, June 09, 2004 in favor of M&T Mortgage Corporation, executed by William Carey

Pay to the order JPMORGAN CHASE BANK, N.A.

without recourse

SELLER: M&T BANK S/B/M TO M&T MORTGAGE CORPORATION

BY:



Typed Name:

JOSHUA WIKMAN

Title:

BANKING OFFICER

Authorized Officer

FILED: PUTNAM COUNTY CLERK 10/26/2017 02:23 PM

NYSCEF DOC. NO. 31
NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 10/26/2017
RECEIVED NYSCEF: 08/17/2017

SCHEDULE "D"

NYSCEF DOC. NO. 31
NYSCEF DOC. NO. 8RECEIVED NYSCEF: 10/26/2017
RECEIVED NYSCEF: 08/17/201

(Page 1 of 19)

BK4246PG0234
PUTNAM COUNTY RECORDING PAGE
PAGE 1 OF RECORDED DOCUMENT

DOCUMENT

NTAX: 61,925.00
CONSIDERATION: 6195,000.0007/02/2004 11:41:16 A.M.
LIBER 4246 PAGE 234
RECEIPT: 16761 FEE: 944.00
DENNIS J. SANT
PUTNAM COUNTY CLERK

RESERVE FOR RECORDING INFORMATION

RECORD & RETURN TO:

TYPE OR PRINT

M&T Mortgage Corp
P.O. Box 4613
Buffalo, NY 14240GRANTOR/MORTGAGOR
William & Grace Carey

DO NOT WRITE BELOW THIS LINE

DEED ☐ MTG ☒ SAT ☐ ASMT ☐ CEM ☐ FOA ☐ ESMT ☐
OTHER

RECORDING FEES

OF
PAGES

19

RCD FEE 59.00

STAT CHG 5.00

REC MGMT 20.00

CROSS REF
TOTAL 84.00() MORTGAGE TAX AFFIDAVIT FILED
\$5.00

MORTGAGE/DEED TAX DISTRICTS:

TOWN OF CARMEL
TOWN OF NENT
TOWN OF PATTERSON
TOWN OF PHILIPSTOWN
TOWN OF PUTNAM VALLEY
TOWN OF SOUTHEAST
APPORTIONMENT MORTGAGE

MORTGAGE TYPES:

COMMERCIAL/VACANT LAND
1-2 FAMILY
CREDIT UNION/ PERSONAL MTG
3+ UNITS
EXEMPT

RESERVE FOR CERTIFICATION

THIS DOCUMENT WAS EXAMINED
PURSUANT TO 6315 REAL PROPERTY LAW

DENNIS J. SANT
PUTNAM COUNTY CLERK

RESERVE FOR CLERK'S NOTES

(Page 2 of 19)

Return To: M&T Mortgage
Corporation
P.O. Box 4613
Buffalo, NY 14240

BK 4246 PG 0235

Prepared By:
Jill Galluzzi
1 Fountain Plaza
Buffalo, NY 14203

[Space Above This Line For Recording Data]

MORTGAGE MIN

WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Security Instrument." This document, which is dated June 09, 2004 together with all Riders to this document, will be called the "Security Instrument."
(B) "Borrower." William Carey, Grace Carey

whose address is 493 Bullet Hole Rd. Mahopac, NY 10541

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

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

(D) "Lender." M&T Mortgage Corporation

will be called "Lender." Lender is a corporation or association which exists under the laws of New York. Lender's address is 1 M&T Plaza, Buffalo, NY 14203

This property is or will be principally improved by a one - or two - family house or dwelling only.

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

Form 3033 1/01

6A(NY) 00051.06

Page 1 of 17

Incls:

VMP MORTGAGE FORMS - 18001521-7291

wc gc

18

246PG0236
(E) "Note." The note signed by Borrower and dated June 09, 2004, will be called the "Note." The Note shows that I owe Lender One Hundred, Ninety Five Thousand And Zero/100

Dollars (U.S. \$195,000.00)

plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by July 01, 2034

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

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

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

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

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

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

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

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

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

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

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

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

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

BORROWER'S TRANSFER TO LENDER OR RIGHTS IN THE PROPERTY

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

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

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

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

DESCRIPTION OF THE PROPERTY

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

- (A) The Property which is located at 493 Bullet Hole Road

Carmel

[City, Town or Village], New York 10541

[Street]

[Zip Code].

This Property is in Putnam

County. It has the following legal

description: See Attached Schedule A

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

BK 4246PG0238

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

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

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

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

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

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

PLAIN LANGUAGE SECURITY INSTRUMENT

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

COVENANTS

I promise and I agree with Lender as follows:

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

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

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

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

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

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

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

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

3. Monthly Payments For Taxes And Insurance.

(a) Borrower's Obligations.

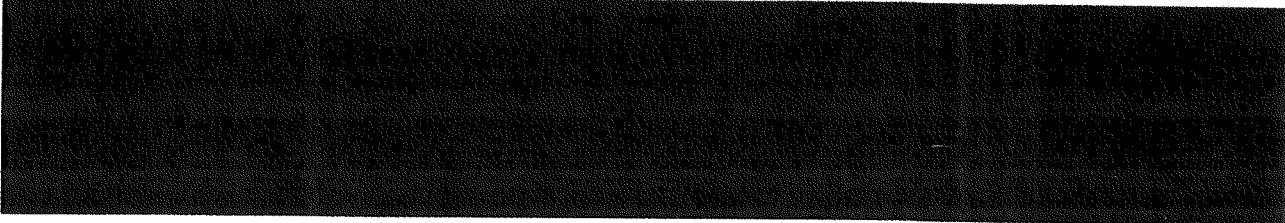
I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve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

- (1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"
- (2) The leasehold payments or ground rents on the Property (if any);
- (3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

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

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

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



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

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

(b) Lender's Obligations.

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

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

(c) Adjustments to the Escrow Funds.


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

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

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

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

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security



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Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

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

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

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

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

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

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

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period

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

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

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

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

(a) Maintenance and Protection of the Property.

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

(b) Lender's Inspection of Property.

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

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

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

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

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

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

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

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

coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in

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

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

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

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

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

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

(a) Borrower's Obligations.

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

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

(b) Lender's Rights.

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

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to

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delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

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

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

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

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

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

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

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

18. **Agreements about Lender's Rights If the Property Is Sold or Transferred.** Lender may require immediate payment in full of all sums secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission.

BK 4246PG0247

If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

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

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

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

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

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

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

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

Applicable Law provides a time period which will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

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

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

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

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

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another

BK 4246PG0249

Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;
- (b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:

- (1) The promise or agreement that I failed to keep or the default that has occurred;
- (2) The action that I must take to correct that default;
- (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
- (4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;
- (5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and
- (6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

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

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

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

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

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

BK 4246PG0250

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

William Carey (Seal)
-Borrower

Grace Carey (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



(Page 18 of 19)

STATE OF NEW YORK, **BN 246PG0251**

County ss:

On the 9th day of June, 2004 before me, the undersigned, a notary public in and for said state, personally appeared William Carey and Grace Carey

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.

Christine A. Mertens
Notary Public

Tax Map Information: 64.6-1-8

CHRISTINE A. MERTENS
Notary Public, State of New York
No. 01ME8072086
Qualified In Orange County
Term Expires March 26, 2026



(Page 19 of 19)

BK 424860252
FILED**PROPERTY DESCRIPTION**

File Number: [REDACTED]

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam, The State of New York, known as Lot No. 7 on "Map of portion of Mary Pinelli, dated January 16th, 1956, Roy Burgess, P.E. & L.S., " and filed in the Clerk's Office of the County of Putnam, The State of New York, on October 2nd, 1957, as Map No. 822, being more particularly bounded and described as follows:

Beginning at a point in the northerly line of Bullet Hole Road, where the division line between Lots 7 and 8 on said map intersects the northerly side of Bullet Hole Road, which point of beginning is distant the following three (3) courses and distances from the intersection of the northerly line of Bullet Hole Road and the westerly line of Hill Street (Long Pond Road):

- 1) South 89° 47' 00" West, 19.88 feet;
- 2) North 74° 17' 00" West, 53.78 feet; and
- 3) North 72° 11' 10" West, 255 feet;

Thence North 17° 48' 50" East, 210 feet to the lands now or formerly of Mary Pinelli;




Thence North 72° 11' 10" West, 100 feet along other lands now or formerly of Mary Pinelli;

Thence South 17° 48' 50" West, 208.90 feet to the northerly line of Bullet Hole Road;

Thence along the northerly line of Bullet Hill Road, South 71° 02' 30" East, 54.95 feet to a point and South 72° 11' 10" East, 45.06 feet, to the point or place of beginning.

35

(Page 1 of 2)

 <p>Dennis J Sant, County Clerk Putnam County Office Building 40 Glenside Avenue, Room 100 Coram, New York 10612</p>			
Endorsement Page			
Document	Drawer # 06	Recorded Date: 11/13/2014	
Document Type: ASSIGNMT OF MORTGAGE	Book 6425	Page 297	
Document Page Count: 2	Receipt # 18330	Recorded Time: 2:41:39 PM	
PRESENTER: NATIONWIDE TITLE CLEARING, INC. 2100 ALT 19 N PALM HARBOR, FL 34683		RETURN TO: NATIONWIDE TITLE CLEARING, INC. 2100 ALT 19 N PALM HARBOR, FL 34683	
PARTIES			
MORTGAGOR WILLIAM CAREY		MORTGAGEE JPMORGAN CHASE BANK NATIONAL ASSOCIATION	
FEE DETAILS 1603863 ASSIGNMT OF MORTGAGE 2 30.00 CULTURAL EDUCATION 15.00 1ST MORTGAGE RECITED .50 RECORD MANAGEMENT 5.00 PROCESSING FEE 1 1.00 AMOUNT FOR THIS DOCUMENT: 51.50		RESERVED FOR CERTIFICATION	
THIS DOCUMENT WAS EXAMINED PURSUANT TO §315 REAL PROPERTY LAW		EXEMPTIONS	
		RESERVED FOR CLERKS NOTES	
 DENNIS J. SANT PUTNAM COUNTY CLERK			

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

Loan #: [REDACTED]

ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-3747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, (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 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS C/O JPMORGAN CHASE BANK, NA 700 KANSAS LANE, MC 8000, MONROE, LA 71203, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

MERS Address: Mortgage Electronic Registration Systems, Inc., 1901 E. Voorhees Street, Suite C, Danville, IL 61834

Said Mortgage is dated 06/09/2004, made by WILLIAM CAREY AND GRACE CAREY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR M&T MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, in the principal sum of \$195,000.00 and recorded on 07/02/2004, in Liber 4246, Page 234, CFN # 22230, in the office of the Registry of PUTNAM County, NY.

Property is commonly known as: 493 BULLET HOLE ROAD,
CARMEL, NY 10541.

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

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

Dated on 10/26/2014 (MM/DD/YYYY).

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS

By: [Signature] VICE PRESIDENT

By: [Signature] Witness

STATE OF LOUISIANA PARISH OF OUACHITA

Before me, on 10/26/2014 (MM/DD/YYYY), the undersigned, personally appeared [Signature] as VICE PRESIDENT for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR M&T MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
TODD C SYLVESTER #062367

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

TODD C SYLVESTER
NOTARY PUBLIC #062367
OUACHITA PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

Document Prepared By: [Signature] JPMorgan Chase Bank, N.A., 780 Kansas Lane,
Suite A, Monroe, LA, 71203
Property ID(S/B/L) Section: 64.6 Block: 1 Lot: 8

SCHEDULE "E"

Principal Balance \$161,710.36

Date of Default: July 1, 2014

Interest rate (Fixed) 5.750%

FILED: PUTNAM COUNTY CLERK 10/26/2017 02:23 PM

NYSCEF DOC. NO. 31

INDEX NO. 500703/2017

RECEIVED NYSCEF: 10/26/2017

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

AFFIDAVIT OF SERVICE

Client's File No.: CHNY 1229

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Index Number: 500703/2017

Date Filed: August 17, 2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

STATE OF CONNECTICUT, SS.:

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

That on the following date: AUGUST 22 2017, at the following time: 8:00AM,at 230 Ball Pond Road, New Fairfield, CT 06812

deponent served the within

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

☒ Papers so served were properly endorsed with the Index Number and date of filing.☒ Served at principal dwelling place.Upon: Steven Farrell a/k/a Steven R. Farrell, Individually☒ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.☐ Responsible Person By delivering to and leaving with _____ Relationship _____
a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's
[] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on _____☐ Corporation LLC / LLP By delivering to and leaving with _____ said individual to be
who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment
[] last known address within the State. [] usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:
1) _____ at _____ 3) _____ at _____ 5) _____ at _____
2) _____ at _____ 4) _____ at _____ 6) _____ at _____Description of Recipient Sex: Male Color of skin: White Color of hair: Brown Age: 35-45 Height: 5'10"
Weight: 180 Other Features: _____☐ Witness Fees advanced payment was made.☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.☐ OtherSworn to before me on 8/22/17Sheryl A. Major
NOTARY PUBLICSHERYL A. MAJOR
NOTARY PUBLICMY COMMISSION EXPIRES
DECEMBER 31 2020LCC Sparks
PROCESS SERVER - PRINT NAME BELOW SIGNATUREPROCESS SERVER LICENSE # N/AWork Order #

CHASE NY, LLC, 349 W. COMMERCIAL ST., SUITE 2360, EAST ROCHESTER, NY 14445

2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Index No.: 500703/2017

JPMorgan Chase Bank, National Association

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

VS.

Plaintiff

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendants

STATE OF NEW YORK)
COUNTY OF MONROE) SS.

Paula Zahariadis, being duly sworn, deposes and says:

That deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on August 24, 2017, deponent sent a copy of the summons in the within action by First Class Mail to Steven Farrell a/k/a Steven R. Farrell, Individually, the defendant herein, properly enclosed in an envelope addressed to said defendant at defendant's

☒ Dwelling Place/Usual place of abode ☐ Place of Employment ☐ Last known address
at 230 Ball Pond Road, New Fairfield, CT 06812

bearing the legend "PERSONAL & CONFIDENTIAL" and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney or concerns an alleged debt. That deponent deposited said envelope in an official depository under the exclusive care and custody of the United States Postal Service at East Rochester, NY 14445.

Sworn to before me on

8/25/17

Doreen A. Facciponte

NOTARY PUBLIC

DOREEN A. FACCIPONTE
Notary Public, State of New York
No. 01FA4650237
Qualified In Monroe County
Commission Expires June 30, 2019

Paula Zahariadis
Paula Zahariadis

PAPER CHASE NY, LLC, 349 W. COMMERCIAL ST., SUITE 2360, EAST ROCHESTER, NY 14445

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

AFFIDAVIT OF SERVICE

Client's File No.: CHNY 1229

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Index Number: 600703/2017

Date Filed: August 17, 2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

STATE OF CONNECTICUT, SS.:

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

That on the following date: 8/23/17, at the following time: 8:00 AM,at 230 Ball Pond Road, New Fairfield, CT 06812

deponent served the within

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

☒ Papers so served were properly endorsed with the Index Number and date of filing.☒ Served at principal dwelling place.Upon: Steven Farrell a/k/a Steven R. Farrell, as Voluntary Administrator of the Estate of Grace Gene Carey a/k/a Grace G. Carey a/k/a Grace Carey☒ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.☐ Responsible Person By delivering to and leaving with _____ Relationship _____ a true copy thereof, a person of suitable age and discretion, said premises being the defendant / respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on _____☐ Corporation LLC / LLP By delivering to and leaving with _____ said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:
1) _____ at _____ 3) _____ at _____ 5) _____ at _____
2) _____ at _____ 4) _____ at _____ 6) _____ at _____Description of Recipient Sex: Male Color of skin: White Color of hair: Brown Age: 35-45 Height: 5'10"
Weight: 180 Other Features: _____☐ Witness Fees advanced payment was made.☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.☐ OtherSworn to before me on 8/23/17

NOTARY PUBLIC

SHERYLA MAJOR
NOTARY PUBLICMY COMMISSION EXPIRES
DECEMBER 31 2020

JPMorgan Chase NY, LLC, 349 W. COMMERCIAL ST., SUITE 2360, EAST ROCHESTER, NY 14445

PROCESS SERVER - PRINT NAME BELOW SIGNATURE

PROCESS SERVER LICENSE # N/A

Work Order # _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

JPMorgan Chase Bank, National Association

Index No.: 500703/2017

VS.

Plaintiff

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

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

Defendants

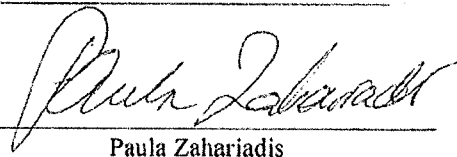
STATE OF NEW YORK)
COUNTY OF MONROE) SS.

Paula Zahariadis, being duly sworn, deposes and says:

That deponent is not a party to this action, is over 18 years of age and resides in the State
of New York.That on August 24, 2017, deponent sent a copy of the summons in the
within action by First Class Mail to Steven Farrell a/k/a Steven R. Farrell, as Voluntary Administrator of the Estate of Grace
Gene Carey a/k/a Grace G. Carey a/k/a Grace Carey, the defendant herein, properly enclosed in an envelope
addressed to said defendant at defendant's
☒ Dwelling Place/Usual place of abode ☐ Place of Employment ☐ Last known address
at 230 Ball Pond Road, New Fairfield, CT 06812bearing the legend "PERSONAL & CONFIDENTIAL" and not indicating on the outside thereof,
by return address or otherwise, that the communication is from an attorney or concerns an
alleged debt. That deponent deposited said envelope in an official depository under the exclusive
care and custody of the United States Postal Service at East Rochester, NY 14445.

Sworn to before me on

8/25/17


NOTARY PUBLICDOREEN A. FACCIPONTE
Notary Public, State of New York
No. 01FA4650237
Qualified In Monroe County
Commission Expires June 30, 2019
Paula Zahariadis

PAPER CHASE NY, LLC, 349 W. COMMERCIAL ST., SUITE 2360, EAST ROCHESTER, NY 14445

AFFIDAVIT OF SERVICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Client's File No.: CHNY 1229

Index Number: 500703/2017

Date Filed: August 17, 2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: October 6, 2017, at the following time: 5:25 PM, at 37 Senior Avenue, Mahopac, NY 10541 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

☒ Papers so served were properly endorsed with the Index Number and date of filing.Upon: Connor Carey a/k/a Connor R. Carey☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.

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

☒ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on October 7, 2017☐ Corporation LLC / LLP By delivering to and leaving with said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's ☐ dwelling place ☐ place of business/employment ☐ last known address within the State. ☐ usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:Description of Recipient Sex: Female Color of skin: White Color of hair: Blonde Age: 51 - 65 Yrs. Height: 5' 4" - 5' 8"Weight: 131-160 Lbs.☐ Witness Fees advanced payment was made.☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken to wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.☐ OtherSworn to before me on 10/10/17

NOTARY PUBLIC

Susan L. Mariotti
Notary Public State of New York
No. 04MAG684892
Qualified in Ulster County
Commission Expires Dec. 18, 2018

Andy Swanander

PROCESS SERVER LICENSE # N/A

Work Order #

PZ

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

AFFIDAVIT OF SERVICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Client's File No. : CHNY 1229

Date Filed: August 17, 2017

Index Number: 600703/2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Westchester

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF ~~PUTNAM~~ SS.:

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

resides in the State of New York. That on the following date: August 29, 2017, at the following time: 6:20 PM,

at 43 Paula Avenue #2, Yonkers, NY 10704 deponent served the within

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

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

Upon: William J. Carey a/k/a William J. Carey, III

☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.☒ Responsible Person By delivering to and leaving with Jacob Raff, Co-Occupant Relationshipa true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's
[X] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☒ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on August 30, 2017.☐ Corporation LLC / LLP By delivering to and leaving with said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:

Description of Recipient Sex: Male Color of skin: White Color of hair: Black Age: 22 - 35 Yrs. Height: 5' 4" - 5' 6"

Weight: 161-200 Lbs. Other Features:

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

Sworn to before me on August 31, 2017

NOTARY PUBLIC

JUDITH A. HERMESCH

Notary Public, State of New York

No. 01HE5065124

Qualified in Westchester County

Commission Expires 9-3-2018

Andy Swanander

PROCESS SERVER LICENSE #

Work Order #

NYSCEF DOC. NO. 16

AFFIDAVIT OF SERVICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Client's REC'D CHANCERY 08/25/2017

Date Filed: August 17, 2017

Index Number: 500703/2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF ULSTER SS.:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: August 23, 2017, at the following time: 11:11 AM,at 43 Paula Avenue #2, Yonkers, NY 10704 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action☒ Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Kevin Carey a/k/a Kevin P. Carey

☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
☒ Responsible Person By delivering to and leaving with William Carey Son/Co-Occupant Relationshipa true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's
☒ dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☒ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on August 24, 2017.☐ Corporation By delivering to and leaving with said individual to be
LLC / LLP who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment
[] last known address within the State. [] usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:Description of Recipient Sex: Male Color of skin: White Color of hair: Brown Age: 22 - 35 Yrs. Height: 5' 9" - 6' 0"
Weight: 131-160 Lbs. Other Features:☐ Witness Fees advanced payment was made.☒ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.☐ OtherSworn to before me on 8-24-2017

NOTARY PUBLIC

ROSEMARY SECRETO

Notary Public, State of New York

Resident in and for Ulster Co

Commission Expires Dec 8 2017

Andy Swanander

PROCESS SERVER LICENSE # N/AWork Order # [REDACTED]

NYSCEF DOC. NO. 17

AFFIDAVIT OF SERVICE

Client's File No. CNYSCEF500703/2017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Date Filed: August 17, 2017

Index Number: 500703/2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF ULSTER SS.:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: August 23, 2017, at the following time: 12:01 PM, at 300 Quarropas Street, White Plains, NY 10601 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

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

Upon: United States of America o/b/o Internal Revenue Service

- ☐ **Individual** By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
- ☐ **Responsible Person** By delivering to and leaving with _____ Relationship _____ a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode
- ☐ **Mail** A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on _____.
- ☒ **Corporation LLC / LLP** By delivering to and leaving with Vincent Brusco said individual to be Receptionist who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
- ☐ **Affixing To Door** By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode
- ☐ **Previous Attempts** Deponent previously attempted to serve the above named defendant/respondent on:
- | | | |
|-------------------|-------------------|-------------------|
| 1) _____ at _____ | 4) _____ at _____ | 7) _____ at _____ |
| 2) _____ at _____ | 5) _____ at _____ | 8) _____ at _____ |
| 3) _____ at _____ | 6) _____ at _____ | 9) _____ at _____ |

Description of Recipient Sex: Male Color of skin: White Color of hair: Gray Age: 51 - 65 Yrs. Height: 5' 4" - 5' 8"
Weight: 161-200 Lbs. Other _____ Features: _____

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

Sworn to before me on 8-24-2017

NOTARY PUBLIC

ROSEMARY SECRETO

Notary Public, State of New York
Resident in and for Ulster Co
Commission Expires Dec 8 2017

Andy Swanander

PROCESS SERVER LICENSE # N/AWork Order # 

0446 6972 0000 0956 9102

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee \$ 3.35

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postage \$ 3.08

Total Postage and Fees \$ 6.43

Sent To
Street at
City, Sta
PS Form 3800, June 2010

U.S. Attorney General
950 Pennsylvania Ave., NW
Washington, DC 20530

Postmark Here

AFFIDAVIT OF SERVICE

Client's File No.: CHNY 1229

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Index Number: 500703/2017

Date Filed: August 17, 2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: August 23, 2017, at the following time: 10:50 AM, at W. Averell Harriman Office Bldg, Campus Bldg 9, Albany, NY 12227 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

☒ Papers so served were properly endorsed with the Index Number and date of filing.Upon: New York State Department of Taxation and Finance☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.

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

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

☒ Corporation By delivering to and leaving with Anjolie Barcomb said individual to be Agent For Service Of Process
LLC / LLP who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

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

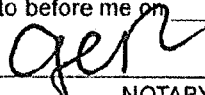
☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:

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

Description of Recipient Sex: Female Color of skin: White Color of hair: Purple Age: 22 - 35 Yrs. Height: 5' 4" - 5' 8"
Weight: 100-130 Lbs. Other _____

☐ Witness Fees advanced payment was made.

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

☐ OtherSworn to before me on August 23, 2017

NOTARY PUBLIC
ANGELA ROY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 01R00119005
COMMISSION EXPIRES NOV. 22, 2020



Brad S. Roy

PROCESS SERVER LICENSE # _____

Work Order # _____

PZ

NYSCEF DOC. NO. 18

RECEIVED NYSCEF: 08/25/2017

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

AFFIDAVIT OF SERVICE

Client's File No.: CHNY 1229

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

Index Number: 600703/2017

Date Filed: August 17, 2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

STATE OF CONNECTICUT, SS.:

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

That on the following date: 8/23/17, at the following time: 9:30 AM,at 24 Hospital Drive, Danbury, CT 06810

deponent served the within

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

☒ Papers so served were properly endorsed with the Index Number and date of filing.Upon: Danbury Office Physician Services, P.C.☐ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.☐ Responsible Person By delivering to and leaving with _____ a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode Relationship _____☐ Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depositary maintained by the U. S. P. S. and mailed to the above address on _____☒ Corporation By delivering to and leaving with Kelly Concolisi said individual to be Legal Services who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.☐ Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode☐ Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:1) _____ at _____ 3) _____ at _____ 5) _____ at _____
2) _____ at _____ 4) _____ at _____ 6) _____ at _____Description of Recipient Sex: Female Color of skin: White Color of hair: Blonde Age: 40-50 Height: 5'8"
Weight: 140 Other Features: _____☐ Witness Fees advanced payment was made.☐ Military Service I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken with wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.☐ OtherSworn to before me on 8/23/17Sheryl A. Major
NOTARY PUBLICSHERYL A. MAJOR
NOTARY PUBLICMY COMMISSION EXPIRES
DECEMBER 31, 2020

JPMORGAN CHASE NY, LLC, 349 W. COMMERCIAL ST., SUITE 2360, EAST ROCHESTER, NY 14445

2020

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Work Order # _____

PZ

AFFIDAVIT OF DUE DILIGENCE

Client's File No.: CHNY 1229

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

INDEX NO.: 500703/2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: 08/22/2017, at the following time: 12:45 PM, deponent attempted to serve the within

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

upon Unknown Heirs of the Estate of William Carey a/k/a William J. Carey, Jr.

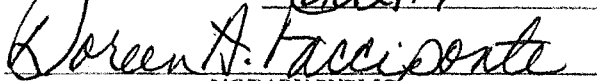
the defendant / respondent therein named, and that after due search, careful inquiry

deponent was unable to effect process upon the person being served because of the following reason(s):

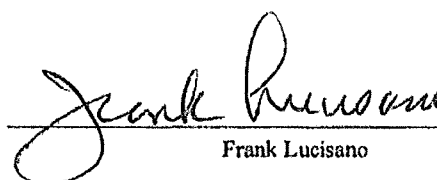
- | | |
|--|--|
| <input type="checkbox"/> unknown at address | <input type="checkbox"/> house/building vacant |
| <input type="checkbox"/> moved, left no forwarding | <input type="checkbox"/> address does not exist |
| <input type="checkbox"/> evading | <input type="checkbox"/> service canceled by litigant |
| <input type="checkbox"/> unable to serve in timely fashion | <input type="checkbox"/> no other occupants / tenants over 18 years of age |
| <input checked="" type="checkbox"/> Other: No other possible Heirs were located. | |

ATTEMPTS WERE MADE AS FOLLOWS:

Date	Time	Place

Sworn to before me on 8/22/17

DOREEN A. FACCIPONTE
Notary Public, State of New York
No. 01FA4650237
Qualified in Monroe County
Commission Expires June 30, 2019



Frank Lucisano

PROCESS SERVER LICENSE # _____

Work Order 

PAPER CHASE NY, LLC, 349 W. COMMERCIAL ST., SUITE 2360, EAST ROCHESTER, NY 14445

PZ

AFFIDAVIT OF DUE DILIGENCE

Client's File No.: CHNY 1229

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

INDEX NO.: 500703/2017

JPMorgan Chase Bank, National Association

vs

Plaintiff(s)/Petitioner(s)

Steven Farrell a/k/a Steven R. Farrell, Individually, et al.

Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: 8/23/2017, at the following time: 1:33 PM,493 Bullet Hole Road, Mahopac, NY 10541, deponent attempted to serve the within

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

upon John Doe #1-5 and Jane Doe #1-5

the defendant / respondent therein named, and that after due search, careful inquiry and diligent attempts at

493 Bullet Hole Road, Mahopac, NY 10541

deponent was unable to effect process upon the person being served because of the following reason(s)

- | | |
|---|---|
| <input type="checkbox"/> unknown at address | <input type="checkbox"/> house/building vacant |
| <input type="checkbox"/> moved, left no forwarding | <input type="checkbox"/> address does not exist |
| <input type="checkbox"/> evading | <input type="checkbox"/> service canceled by litigant |
| <input type="checkbox"/> unable to serve in timely fashion | <input checked="" type="checkbox"/> no other occupants / tenants over 18 years of age |
| <input checked="" type="checkbox"/> Other: Per server's observations and verified by neighbors there are no Does residing at address. | |

Date

ATTEMPTS WERE MADE AS FOLLOWS:

Time

Place

Sworn to before me on

NOTARY PUBLIC

ROSEMARY SECRETO
Notary Public, State of New York
Resident in and for Ulster Co
Commission Expires Dec 8 2017

Andv Swanander

PROCESS SERVER LICENSE #

Work Order

STATE OF NEW YORK
SUPREME COURT COUNTY OF PUTNAM

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

-VS-

STEVEN FARRELL A/K/A STEVEN R. FARRELL,
INDIVIDUALLY AND AS VOLUNTARY ADMINISTRATOR OF
THE ESTATE OF GRACE GENE CAREY A/K/A GRACE G.
CAREY A/K/A GRACE CAREY; CONNOR CAREY A/K/A
CONNOR R. CAREY; WILLIAM J. CAREY A/K/A WILLIAM J.
CAREY, III; KEVIN CAREY A/K/A KEVIN P. CAREY; UNITED
STATES OF AMERICA O/B/O INTERNAL REVENUE SERVICE;
NEW YORK STATE DEPARTMENT OF TAXATION AND
FINANCE; DANBURY OFFICE PHYSICIAN SERVICES, P.C.;
UNKNOWN HEIRS OF THE ESTATE OF WILLIAM CAREY
A/K/A WILLIAM J. CAREY, JR.; "JOHN DOE #1-5" and "JANE
DOE #1-5" said names being fictitious, it being the intention of
Plaintiff to designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in or lien upon
the premises being foreclosed herein,

Defendants.


Index No.

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

Mortgaged Premises Address:
493 BULLET HOLE ROAD
MAHOPAC, NY 10541

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 KEVIN BENTUM, 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: August 15, 2017


VICTOR SPINELLI, ESQ.
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Index No. 500703/2017
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Plaintiff,

-vs-

STEVEN FARRELL A/K/A STEVEN R. FARRELL, INDIVIDUALLY AND AS VOLUNTARY
ADMINISTRATOR OF THE ESTATE OF GRACE GENE CAREY A/K/A GRACE G. CAREY A/K/A GRACE
CAREY, et al.,

Defendants.

ORDER OF PUBLICATION

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

Dated: October 26, 2017

Signature: 
Print Signer's Name: VICTOR SPINELLI, ESQ.

Service of a copy of the within
Dated:

is hereby admitted.

.....
Attorneys(s) for

PLEASE TAKE NOTICE

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

Dated:

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