

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

INDEX NO.
703202/2013

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendant(s).
----- X

**NOTICE OF MOTION FOR
JUDGMENT OF
FORECLOSURE AND
SALE**

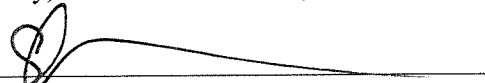
**Assigned To:
Hon. SALVATORE J.
MODICA**

PLEASE TAKE NOTICE that upon the Summons, Verified Complaint and Notice of Pendency duly filed in the Office of the Clerk of the County of QUEENS on August 7, 2013; the Report of Amount Due of GARY M. DARCHE, ESQ., Referee, dated August 26, 2015; the exhibits annexed thereto; upon all prior papers and proceedings, and upon the affirmation of Elan Millhauser, Esq., dated October 30, 2015, and the exhibits annexed thereto, the plaintiff will move this Court, to be held at the Supreme Court, Queens County, 88-11 Sutphin Boulevard, Centralized Motion Part, Court Room 25, Jamaica, NY 11435 on the 10 day of December 2015 at 2:15 o'clock of that day or as soon thereafter as counsel can be heard for an Order granting a Judgment of Foreclosure and Sale to Plaintiff, in the form annexed hereto, and for such other and further relief as this Court deems just and proper.

PLEASE TAKE FURTHER NOTICE, that answering papers, if any, must be served upon the undersigned within seven (7) days before the return date, pursuant to CPLR Section 2214.

Executed on this 30 day of October, 2015
Melville, New York

Kozeny, McCubbin & Katz, LLP


By: Elan Millhauser, Esq.
Attorneys for Plaintiff
40 Marcus Drive, Suite 200
Melville, New York 11747
(631) 454-8059

CHANARDAYE ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

JANELLE ALLI
801 CHERRY RD.
WEST PALM BEACH, FL 33409

DEBRA ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

At an I.A.S. Term Part _____ of the Supreme Court of the State of New York held in and for the County of QUEENS at 88-11 Sutphin Boulevard, Jamaica, NY 11435 the Courthouse thereof, on the _____ day of _____, 2015.

PRESENT: HONORABLE SALVATORE J. MODICA, J.S.C.
Justice

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendant(s).
----- X

INDEX NO.
703202/2013

**JUDGMENT OF
FORECLOSURE AND
SALE**

Upon the Notice of Pendency of this action filed in the Office of the Clerk of the County of QUEENS on August 7, 2013, the Summons and Verified Complaint served herein and filed in the Office of the Clerk of the County of QUEENS on August 7, 2013 with proof of due service thereof; Upon the Order of this Court dated June 16, 2015, whereby GARY M. DARCHE, ESQ., was appointed Referee to ascertain and compute the amount due to the plaintiff on the note and mortgage upon which this action is brought and to ascertain and report whether the mortgaged premises can be sold in separate parcels; and upon the various affidavits of service of process, all of which were annexed to and filed with said Order; on all other papers previously filed herein; and upon all proceedings had herein, from all of which it appears that this action was brought to foreclose a mortgage held by plaintiff on real property located at 124-03 Sutter Ave, South Ozone Park, NY 11420, QUEENS COUNTY, that the entire balance of the principal sum secured thereby and all other sums due thereon are now due and payable; that all defendants herein have been duly served with the Summons and Verified Complaint and/or have duly appeared herein; that the time to answer or move with respect to the Verified

Complaint has expired as to each and all of said defendants; that no answer or motion directed to the Verified Complaint or otherwise has been interposed by or on behalf of any defendant; that the time to do so has not been extended by stipulation or otherwise; that each and all of the defendants are in default, except those that have appeared herein; however all defendants have received Notice of this application pursuant to CPLR § 3215; that none of the defendants is an infant or incompetent or absentee person and that the Notice of Pendency filed herein has been on file for twenty (20) days or more and contains all of the particulars required by law to be stated in such notice; and

On reading and filing the report of said Referee, GARY M. DARCHE, ESQ., dated August 26, 2015 from which report it appears that the sum of \$311,506.92 was due to plaintiff as of September 3, 2015, for principal and interest and otherwise under the note and mortgage set forth and described in the Verified Complaint, and that the mortgaged premises must be sold in a single parcel; and

That according to the Affidavits of Service, copy(ies) of which are annexed hereto, none of the defendant(s) is/are subject to the protective provisions of the Soldiers' and Sailors' Civil Relief Acts of 1940, as amended, and are not subject to the protective provisions of the New York Soldiers' and Sailors' Civil Relief Act; and

On reading the affirmations of Corey Robson, Esq., dated March 27, 2014 and Elan Millhauser, Esq. dated October 30, 2015, annexed hereto and now on motion of Kozeny, McCubbin & Katz, LLP, attorneys for the plaintiff; it is

ORDERED, that the motion is granted, and it is further,

ORDERED, ADJUDGED AND DECREED that the Notice of Pendency, duly filed with the Clerk of QUEENS County on August 7, 2013, be deemed extended nunc pro tunc through the granting date of the Judgment of Foreclosure and Sale; and it is further

ORDERED, ADJUDGED AND DECREED that the said Referee's report of GARY M. DARCHE, ESQ., dated August 26, 2015, be, and the same hereby, is in all respects, ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED that the mortgaged premises described in the Verified Complaint in this action and hereinafter described be sold in one parcel at public auction to the highest bidder at _____

_____ under the direction of GARY M. DARCHE, ESQ., Counselor-at-Law, who is hereby appointed Referee for that purpose. That said Referee give public notice of the time and place of said sale, according to law and the rules and practices of this Court, by publication in the _____

That the plaintiff or any other party or parties to this action may become a purchaser at such sale, and that if plaintiff becomes such purchaser no deposit shall be required. That said Referee execute to the purchaser or purchasers on such sale a deed or deeds of the premises sold. All deed stamps, transfer taxes and recording fees, if any, shall be paid by the purchaser. That said Referee on receiving the proceeds of the sale, shall forthwith deposit the same in the name of the Referee, as Referee, with _____ and the Referee shall thereafter make the following payments therefrom and the Referee's checks drawn for such purpose shall be paid by such depository, to wit:

FIRST: The Referee shall pay a sum not to exceed \$_____, the amount allowed by Section §8003 of the CPLR to the Referee as the Referee's fee herein.

SECOND: The Referee shall pay advertising expenses and the expenses of said sale as shown on the bills presented and certified by the said Referee to be correct.

THIRD: The Referee shall pay the amount of any lien or liens upon the premises to be sold at the time of such sale for taxes, assessments, water rates and sewer rents, together with such interest up to the date of payment, together with any and all sums which may be necessary to redeem the property so sold from any and all sales, unpaid taxes, assessments, water rates, and any sums expended for the protection, preservation, security or maintenance of the property, including, but not

limited to, fire insurance and property inspections. The Referee shall pay or refund to the plaintiff, if paid by it, any of the aforementioned sums.

FOURTH: The Referee shall pay to the plaintiff or his attorney the sum of \$_____ which is hereby awarded to it for costs and disbursements to be taxed by the Clerk of this Court and inserted herein, with interest thereon from the date hereof, together with an extra allowance of \$_____ hereby awarded to the plaintiff in addition to costs and disbursements, with interest thereon from the date hereof, and also the sum of \$311,506.92, the said amount so reported due as aforesaid, together with interest at the contract rate thereon from September 3, 2015, to the date of entry of this judgment and thereafter interest at the statutory rate thereon, to the date of the sale directed herein or to the date of the delivery of the Referee's Deed, whichever is later or so much thereof as the purchase money of the mortgaged premises will pay of the same, together with \$_____ hereby awarded to the plaintiff as reasonable legal fees herein, together with any advances as provided for in the note and mortgage, which plaintiff has made for taxes, insurance, principal and interest and any other charges due to prior mortgages, or to maintain the premises pending consummation of this foreclosure sale, not previously included in the computation and upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the note and mortgage.

FIFTH: That, if such Referee intends to apply for a further allowance for his/her fees, application shall be made to the court therefore upon due notice to those parties entitled thereto.

SIXTH: That the said Referee take receipts for the money so paid out by the Referee and file the same with the Referee's report of sale and that the Referee deposit the surplus money, if any, with the Clerk/Treasurer of QUEENS County within five (5) days after the same shall be received and ascertainable, to the credit of this action, to be drawn only on order of this Court, signed by a Justice thereof; and it is further

ORDERED, ADJUDGED AND DECREED that the said Referee make a report of such sale and file it with the Clerk of the County of QUEENS within 30 days of completing the sale and executing the proper conveyance to the purchaser, and that the purchaser or purchasers at such sale be let into possession upon production of the Referee's deed or deeds; that, if the proceeds of such sale be insufficient to pay the amount so reported due to the plaintiff and interest, costs and allowances as aforesaid, said Referee specify the amount of such deficiency in the Referee's report of sale; and it is further

ORDERED, ADJUDGED AND DECREED that, in case the plaintiff shall become the purchaser of the premises directed to be sold, as aforesaid, or in the event that the rights of the purchaser at said sale, and the terms of sale under this judgment shall be assigned to or acquired by the plaintiff, and a duly executed assignment thereof in writing be filed with the Referee, said Referee shall not require the plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the plaintiff a deed or deeds of the premises sold, upon payment to the Referee of the amounts specified above in the paragraphs marked "FIRST", "SECOND" and "THIRD", or in lieu of the payment of the said last mentioned amounts, upon filing with said Referee receipts of the proper municipal authorities showing the payment thereof. That the balance of the amount bid, if any, shall be allowed to the plaintiff, and applied by the paragraph marked "FOURTH" above. That if, after so applying the balance of the amount paid, there shall be a surplus over and above the amounts due to the plaintiff, the plaintiff shall pay to the said Referee, upon delivery to it of the Referee's deed, the amount of such surplus, and the Referee shall then deposit the balance with such depository as herein directed; and it is further

ORDERED, ADJUDGED AND DECREED that the defendants in this action, and all persons claiming under them subsequent to the filing of the notice of the pendency of this action be, and they are forever barred and foreclosed of all right, title, claim, lien and equity of redemption in the said mortgaged premises and in each and every part and parcel thereof.

The following is a description of the premises heretofore mentioned:

(See Schedule "A" annexed hereto as Exhibit "A")

SAID premises being known as and by the street number 124-03 Sutter Ave, South Ozone Park, NY 11420, and it is further

ORDERED, ADJUDGED AND DECREED that the premises be sold subject to:

- (a) The state of facts an accurate survey will show;
- (b) All covenants, restrictions, easements, agreements and reservations, if any, of record and to any and all violations thereof;
- (c) Any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any;
- (d) Any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and violations of the same;
- (e) The physical condition of any buildings or structure on the premises as of the date of the later to occur of the closing date or the extension of the closing date hereunder;
- (f) Rights of tenants in possession, if any;
- (g) Prior mortgages and judgments, if any, now liens of record;
- (h) Right of Redemption of the United States of America, if any;
- (i) Rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any;
- (j) Any and all Hazardous Materials in the Premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and
- (k) Other conditions as set forth in the terms of sale more particularly to be announced at the sale; and it is further

ORDERED, ADJUDGED AND DECREED, that the plaintiff is entitled on proper notice, after sale hereunder, pursuant to the provisions of Section 1371 of the Real Property Actions and Proceedings Law to a judgment against the defendant(s) CHANARDAYE ALLI, JANELLE ALLI, for such deficiency, if any, to which the Court shall deem the plaintiff to be entitled; and it is further,

ORDERED, that by accepting this appointment the referee certifies that he/she is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to, section 36.2(c) (“Disqualifications from appointment”), and section 36.2(d) (“Limitations on appointments based upon compensation”).

E N T E R,

HON. SALVATORE J. MODICA J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

INDEX NO.
703202/2013

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendant(s).
----- X

**AFFIRMATION OF
REGULARITY OF
FORECLOSURE AND
SALE**

I, Elan Millhauser, Esq. am associated with Kozeny, McCubbin & Katz, LLP, do hereby affirm under the penalties of perjury:

1. This action was brought to foreclose a mortgage covering real property in QUEENS County, New York, known as and by 124-03 Sutter Ave, South Ozone Park, NY 11420.
2. On the Affirmation of Corey Robson, Esq., dated March 27, 2014, setting forth all regularity of all the proceedings had herein, an Order was entered appointing GARY M. DARCHE, ESQ., to ascertain and compute the amount due to the plaintiff on the note and mortgage upon which the action is brought and to ascertain and report whether the mortgaged premises can be sold in parcels. (A copy of the Order and supporting affirmation are annexed collectively as Exhibit "B").
3. Referee, GARY M. DARCHE, ESQ., computed the amount due plaintiff as set forth in the report annexed as Exhibit "C".
4. Annexed as Exhibit "D" are non-military affidavits regarding the named defendant(s).
5. That all parties were served with the Summons and Verified Complaint and no defendants have interposed an answer and the time to do so has expired. All parties have

received notice of this Motion for confirmation of the Referee's Report, and Judgment of Foreclosure and Sale pursuant to CPLR §3215.


6. That no prior application for same or similar relief has been made.

7. That all proceedings hereto had herein have been regular and in accordance with the rules and practice of this Court.

8. Your affirmant respectfully requests that the report of the Referee be confirmed and a judgment of foreclosure and sale be entered.

Wherefore, it is respectfully requested that the within Judgment of Foreclosure and Sale be granted in its entirety together with such other and further relief as the Court deems just and proper.

Executed on this 30 day of October, 2015
Melville, New York



Elan Millhauser, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendant(s).
----- X

INDEX NO.
703202/2013

**AFFIRMATION IN
SUPPORT OF
REASONABLE
ATTORNEYS' FEES**

Elan Millhauser, Esq., an attorney duly admitted to practice in the courts of the State of New York, affirms the following to be true under penalty of perjury:

1. I am associated with Kozeny, McCubbin & Katz, LLP, the attorneys for the plaintiff in the above entitled action.
2. I submit this affirmation in support of that portion of plaintiff's Verified Complaint seeking recovery by the plaintiff of reasonable attorneys' fees.
3. That the firm of Kozeny, McCubbin & Katz, LLP, and the attorneys thereof, are not salaried employees of Plaintiff, and are not "house counsel". That the fair and reasonable value of the legal services rendered herein is \$1,300.00.
4. That the legal services rendered herein included, but were not limited to:
 - a.) Received and reviewed bank's file.
 - b.) Ordered foreclosure certificate.
 - c.) Reviewed Mortgage Foreclosure Certificate issued by Title Insurance Company.
 - d.) Prepared Summons, Verified Complaint, Notice of Pendency of action.
 - e.) Filed Verified Complaint and Notice of Pendency of action with County Clerk.
 - f.) Forwarded Summons and Verified Complaint to process server for service upon defendants.
 - g.) Reviewed affidavits of service upon defendants.

- h.) Prepared Order of Reference and Affirmation of Regularity in support thereof.
- i.) Prepared proposed referee's oath, report, abstract of documentary evidence, statement of computation, plaintiff's deposition and exhibits for referee and delivered same to referee.
- j.) Prepared proposed judgment of foreclosure and sale, affirmation of regularity, CPLR 3215(g)(3) affidavit, tax costs and disbursements.


5. Plaintiff's attorneys herein are outside counsel and will actually be paid the amounts sued for herein as attorneys' fees for professional services rendered.

6. Said attorneys have spent approximately 24 hours time on this matter and estimate an additional 6 hours will be spent on this matter following the entry of judgment.

7. That Paragraph "22" of the Mortgage dated August 8, 2005, specifically allows for reasonable attorneys' fees in the event of a foreclosure of the subject mortgage, (copies of the Note and Mortgage are annexed hereto as part of Exhibit "C").

8. Your affirmant submits that the amount requested for attorneys' fees herein, and in the original Verified Complaint, and which defendant originally agreed in writing to pay, are fair and reasonable, and requests that the Court allow the amount of \$1,300.00 to remain in the judgment as reasonable attorneys' fees, which attorneys' fees are demanded in the Verified Complaint.

Executed on this 30 day of October, 2015
Melville, New York



Elan Millhauser, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF QUEENS

----- X
 COMMUNITY AMERICA CREDIT UNION/FHLB,

INDEX NO.
 703202/2013

Plaintiff,

COSTS OF PLAINTIFF

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendant(s).

----- X

| COSTS | | DISBURSEMENTS | |
|---|------------|---|------------|
| Costs before note of issue CPLR §8201 subd.1 | \$200.00 | Fee for Index Number CPLR §8018(a) | \$400.00 |
| Allowance by statute CPLR §8302(a)(b) Percentage on \$200.00 at 10% (not exceeding \$200.00) | \$20.00 | Clerk's fee, filing notice of pend. or attach. CPLR §8018(e) §8021(A)12 | \$35.00 |
| additional \$800.00 at 5% (not exceeding \$800.00) | \$40.00 | Paid for Searches CPLR §8301(a)10 | \$450.79 |
| additional \$2,000.00 at 2% (not exceeding \$2,000.00) | \$40.00 | Serving copy of Summons & Verified Complaint CPLR §8011(c)1 §8301(d) | \$665.00 |
| additional \$5,000.00 at 1% (not exceeding \$5,000.00) | \$50.00 | Fees for Publication CPLR §8301(a)3 | \$0.00 |
| Allowance by statute CPLR §8302(d) | \$50.00 | Request for Judicial Intervention | \$95.00 |
| | | Paid Referee's Report CPLR §8301(a)12 | \$250.00 |
| | | Motion Costs CPLR §8202 | \$90.00 |
| COSTS | \$400.00 | DISBURSEMENTS | \$1,985.79 |
| DISBURSEMENTS | \$1,985.79 | | |
| TOTAL | \$2,385.79 | | |
| Costs Taxed at _____ this _____ day of _____, 2015 | | | |
| _____ Clerk | | | |


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

ATTORNEY'S AFFIRMATION

The undersigned, Elan Millhauser, Esq. an attorney admitted to practice in the courts of this state, affirms: that she is associated with the firm Kozeny, McCubbin & Katz, LLP, the attorney(s) of record for the plaintiff in the above entitled action; that the foregoing disbursements have been or will necessarily be made or incurred in this action and are reasonable in amount and that copies of documents or papers as charged herein were actually and necessarily obtained for use.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Executed on this 30 day of October, 2015
Melville, New York



Elan Millhauser, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendant(s).

----- X
STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

INDEX NO.
703202/2013

AFFIDAVIT OF MAILING

I, Janeth Rodriguez, being duly sworn, deposes and says:

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


On October 30, 2015, I served a copy of the within NOTICE OF MOTION FOR JUDGMENT OF FORECLOSURE AND SALE by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal service within New York State, addressed to each of the following persons at the last known address set forth after each name:

CHANARDAYE ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

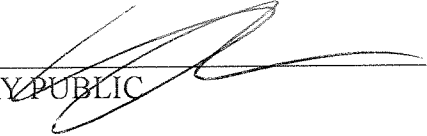
JANELLE ALLI
801 CHERRY RD.
WEST PALM BEACH, FL 33409

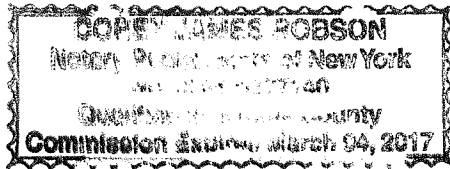
DEBRA ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

Executed on this 30 day of October, 2015


Jarleth Rodriguez

Sworn to before me on the
30 day of October, 2015


NOTARY PUBLIC





SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES

Title No.: 85805

All that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of Sutter Avenue, distant 20 feet easterly from the corner formed by the intersection of the northerly side of Sutter Avenue with the easterly side of 124th Street (Quebec Street);

Running thence northerly parallel with 124th Street, 95 feet;

Thence easterly parallel with Sutter Avenue, 20 feet;

Thence southerly and again parallel with 124th Street, 95 feet to the northerly side of Sutter Avenue;

Thence westerly along the northerly side of Sutter Avenue, 20 feet to the point or place of Beginning.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X INDEX NO.
COMMUNITY AMERICA CREDIT UNION/FHLB, 703202/2013

Plaintiff,

**NOTICE OF ENTRY FOR
ORDER OF REFERENCE**

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

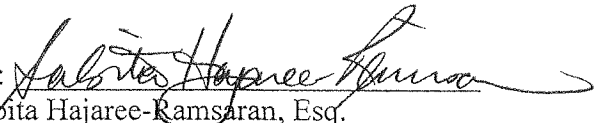
Defendant(s).

----- X

PLEASE TAKE NOTICE that the within is a true copy of the Order of Reference with Notice of Entry, duly entered in the office of the clerk of the within named Court on June 26, 2015.

Executed on this 26th day of August, 2015
Melville, New York

Kozeny, McCubbin, & Katz. LLP

By: 
Sabita Hajaree-Ramsaran, Esq.
Attorneys for Plaintiff
40 Marcus Drive, Suite 200
Melville, New York 11747
(631) 454-8059

CHANARDAYE ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

JANELLE ALLI
801 CHERRY RD.
WEST PALM BEACH, FL 33409

DEBRA ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

SEQUENCE NO. 1

At I.A Part 9 of the Supreme Court of the State of New York held in and for the County of Queens at the Courthouse thereof, located at 88-11 Sutphin Boulevard, Jamaica, NY 11435, on the 16 day of June, 2015.

PRESENT: HONORABLE: PHYLLIS O. FLUG
Justice of the Supreme Court

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

ORDER OF REFERENCE

INDEX NO.
703202/2013

CHANARDAYE ALLI, JANELLE ALLI, and "JOHN DOE" and "JANE DOE", the last two names being fictitious, said parties intended being tenants or occupants, if any, having or claiming an interest in, or lien upon the premises described in the complaint,

Defendant(s).
----- X

FILED

JUN 26 2015

COUNTY CLERK
QUEENS COUNTY

ON the Summons, Complaint and Notice of Pendency duly filed in this action in the Office of the County Clerk of the County of Queens on August 7, 2013, and due proof that all defendants have been duly served with said process or have voluntarily appeared in this action and

Upon reading and filing the Notice of Motion dated March 27, 2014, the affirmation of Corey Robson, Esq. dated March 27, 2014, the affidavit of Greg Spurgeon, duly sworn to March 17, 2014, with exhibits annexed, showing what proceedings have heretofore been had herein, and all the papers on file in this action and due deliberation having been had thereon and upon reading and filing the decision of the Court dated ^{July 10,} ~~March 5,~~ 2014 it is;

NOW, upon motion of Kozeny, McCubbin & Katz, LLP, attorney for the Plaintiff, it is

ORDERED, that the application is granted, without opposition; and it is further

ORDERED, that this action be, and the same is hereby referred to:

718 263-7900

REF

Gary M. Dache Esq of 125-10 Queens Blvd
Kew Gardens NY 11415

as Referee to ascertain and compute the amount due to the Plaintiff for principal, interest and other disbursements advanced as provided for in the note and mortgage upon which this action was brought, to examine and report whether or not the mortgaged premises can be sold in parcels,

and that the Referee make his/her report to the Court with all convenient speed; and it is further
Ordered that the referee be compensated \$250 for the computation and it is further
ORDERED that the caption be amended by substituting DEBRA ALLI, in place of

"JOHN DOE " and JANE DOE" and by striking therefrom the remaining defendant(s) sued herein as
"JOHN DOE" and "JANE DOE", all without prejudice to the proceedings heretofore and herein; and it
is further

ORDERED, that the caption of this action shall be amended to read as follows:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendant(s).
----- X

INDEX NO.
703202/2013


FILED
JUN 26 2015
COUNTY CLERK
QUEENS COUNTY

;and it is further

ORDERED, that the Referee appointed herein is subject to the requirements of Rule
36.2(c) of the Chief Judge, and if the Referee is disqualified from receiving an appointment pursuant to
the provisions of that Rule, the Referee shall notify the appointing Justice forthwith; and it is further

ORDERED, that a copy of this Order with Notice of Entry shall be served upon the
owner of the equity of redemption, any tenants named in this action and any other party entitled to
notice.

ENTER


HONORABLE: PHYLLIS O'FLUG
Justice of the Supreme Court

LiRoFF

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendant(s).
----- X

INDEX NO.
703202/2013

AFFIDAVIT OF MAILING
OF NOTICE OF ENTRY
FOR ORDER OF
REFERENCE

Laura McNeill, being duly sworn, deposes and says:

That I am employed by Kozeny, McCubbin, & Katz, LLP, attorneys for the above-named plaintiff, I am not a party to the action, am over the age of 18 years, and reside in Nassau County, NY.

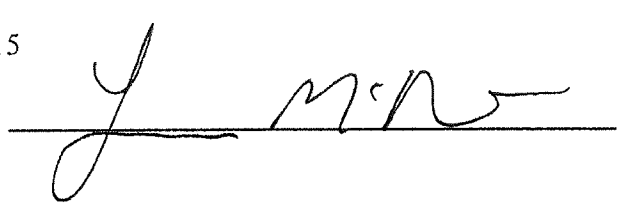
That on August 27, 2015, I served a copy of the Order of Reference with Notice of Entry in the above action by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal service within New York State, addressed to each of the following persons at the last known address set forth after each name:

CHANARDAYE ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

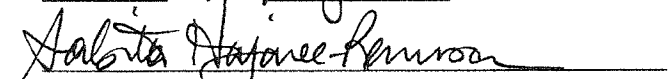
JANELLE ALLI
801 CHERRY RD.
WEST PALM BEACH, FL 33409

DEBRA ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

Executed on this 27th day of August, 2015



Sworn to before me on
27th day of August, 2015


NOTARY PUBLIC

SABITA HAJAREE-RAMŞARAN
Notary Public, State of New York
Registration #02HA6276473
Qualified in Suffolk County
Commission Expires February 19, 2017

Index No. 703202

Year 2013

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

COMMUNITY AMERICA CREDIT UNION/FHLB

Plaintiff,

- against -

CHANARDAYE ALLI, ET AL.,

Defendants.

NOTICE OF ENTRY FOR ORDER OF REFERENCE

Kozeny, McCubbin, & Katz, LLP

By: 

Sabita Hajaree-Ramsaran, Esq.

Attorneys for Plaintiffs

40 Marcus Drive, Suite 200

Melville, New York 11747

(631) 454-8059

Signature Pursuant to Rule 130-1.1-a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, and "JOHN DOE" and
"JANE DOE", the last two names being fictitious, said parties
intended being tenants or occupants, if any, having or claiming an
interest in, or lien upon the premises described in the complaint,

Defendant(s).

----- X

INDEX NO.
703202/2013

**AFFIRMATION IN
SUPPORT OF ORDER OF
REFERENCE**

Corey Robson, an attorney duly admitted to practice in the courts of the State of New York,
affirms the following to be true under penalty of perjury:

1. I am an associate of KOZENY, MCCUBBIN & KATZ, LLP., the attorneys for the
plaintiff and am fully familiar with the facts and circumstances herein.
2. As is more fully set forth in the Summons and Verified Complaint filed with the Clerk of
the County of QUEENS on August 7, 2013 and Notice of Pendency filed with the Clerk of the County
of QUEENS on August 7, 2013, (See Exhibit "A"), this is an action to foreclose a mortgage on real
property situated in QUEENS County, known as and by street number 124-03 SUTTER AVE, SOUTH
OZONE PARK, NY 11420, pursuant to the note and mortgage dated August 8, 2005 made by
CHANARDAYE ALLI, JANELLE ALLI, to COMMUNITYAMERICA CREDIT UNION, which
mortgage was recorded in the Office of the Clerk of County of QUEENS on September 1, 2005, in
CRFN: 2005000491136. Thereafter the mortgage was assigned from COMMUNITYAMERICA
CREDIT UNION to COMMUNITY AMERICA CREDIT UNION/FHLB, by way of an assignment
dated June 13, 2013 and recorded on August 28, 2013 Page in CRFN: 2013000344042 in the Office of
the Clerk of the County of QUEENS. (Copy of the Note, Mortgage, Assignment(s)) are annexed
collectively as Exhibit "B").

3. As appears by the affidavits of service and notices of appearance, if any, annexed hereto as Exhibit "C", all of the defendants were served with copy(ies) of the Summons and Verified Complaint and none of said defendant(s) answered, moved or appeared with respect thereto, although the time for them to do so has expired and has not been extended by court order or otherwise. However, all defendants have received notice of this application pursuant to CPLR §3215.

4. Defendant(s) DEBRA ALLI was served herein as "JOHN DOE #1" and were served with copies of the Summons and Verified Complaint (copies of the affidavits of service are annexed as Exhibit "C"). The remaining defendant(s) captioned as "JOHN DOE" and "JANE DOE" were not served with copies of the Summons and Verified Complaint are neither necessary nor proper party defendants in this action. Therefore, DEBRA ALLI should be substituted for "JOHN DOE #1" as party defendant(s) in the caption of this action and the remaining defendants sued herein as "JOHN DOE" and "JANE DOE" should be stricken from the caption of this action and this action be discontinued against said defendants.

5. Pursuant to the terms of the mortgage and sworn affidavit of Greg Spurgeon a demand letter was sent to CHANARDAYE ALLI, JANELLE ALLI, dated November 6, 2012, a copy of which is annexed hereto as Exhibit "D".

6. Since the filing of the Notice of Pendency of this action, the Verified Complaint herein has not been amended so as to add new parties to the action or so as to embrace real property other than that described in the original complaint or so as to extend the plaintiff's claim against the mortgaged premises.

7. Upon information and belief, none of the defendants in this action are infants, incompetents or absentees and all proceedings heretofore had herein have been wholly regular.

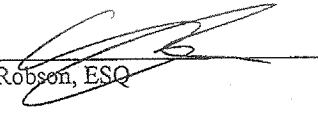
8. No previous application has been made for the relief requested herein.

9. All proceedings herein have been in accordance with the rules and practices of this Court.

10. Therefore, it is respectfully requested that this court grant an order discontinuing this action against the remaining defendant(s) sued herein as "JOHN DOE" and "JANE DOE"; adding defendant Debra Alli; amending the caption of this action accordingly; and appointing a Referee to ascertain and compute the amount due to the plaintiff on the bond and mortgage upon which this action is brought, and to ascertain and report whether the mortgaged premises may be sold in one or more parcels.

The undersigned affirms that the foregoing statements are true under the penalties of perjury.

Dated: March 27, 2014
MELVILLE, New York


Corey Robson, ESQ

Index No. 703202

Year 2013

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

COMMUNITY AMERICA CREDIT UNION/FHLB

Plaintiff,

- against -

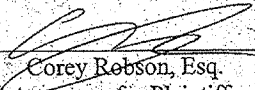
CHANARDAYE ALLI, JANELLE ALLI, ET AL.,

Defendants.

ORDER OF REFERENCE

KOZENY, MCCUBBIN & KATZ, LLP

By: _____


Corey Robson, Esq.
Attorneys for Plaintiffs

395 N. Service Road, Suite 401,

Melville, NY 11747

(631) 454-8059

Fax (631) 454-8169

Signature Pursuant to Rule 130-1.1-a

Supreme COURT, COUNTY OF Queens

Index No: 703202/2013 Date Index Issued: 08/7/2013

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

Community America Credit Union/FHLB

Plaintiff(s)/Petitioner(s)

-against-

CHANARDAYE ALLI, JANELLE ALLI, and "JOHN DOE" and "JANE DOE", the last two names being fictitious, said parties intended being tenants or occupants, if any, having or claiming an interest in, or lien upon the premises described in the complaint

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING: Check ONE box only and specify where indicated.

MATRIMONIAL
 Contested
 NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the MATRIMONIAL RJI Addendum. For Uncontested Matrimonial actions, use RJI form UD-13.

TORTS
 Asbestos
 Breast Implant
 Environmental: _____ (specify)
 Medical, Dental, or Podiatric Malpractice
 Motor Vehicle
 Products Liability: _____ (specify)
 Other Negligence: _____ (specify)
 Other Professional Malpractice: _____ (specify)
 Other Tort: _____ (specify)

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

COMMERCIAL
 Business Entity (including corporations, partnerships, LLCs, etc.)
 Contract
 Insurance (where Insurer is a party, except arbitration)
 UCC (including sales, negotiable instruments)
 Other Commercial: _____ (specify)
 NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(d)], complete and attach the COMMERCIAL DIV RJI Addendum.

REAL PROPERTY: How many properties does the application include? _____
 Condemnation
 Mortgage Foreclosure (specify): Residential Commercial
 Property Address: 124-03 Sutter Ave South Ozone Park New York 11420
 Street Address City State Zip
 NOTE: For Mortgage Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the FORECLOSURE RJI Addendum.
 Tax Certiorari - Section: _____ Block: _____ Lot: _____
 Tax Foreclosure
 Other Real Property: _____ (specify)

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

STATUS OF ACTION OR PROCEEDING: Answer YES or NO for EVERY question AND enter additional information where indicated.

YES NO

Has a summons and complaint or summons w/notice been filed? YES NO If yes, date filed: 08/7/2013
 Has a summons and complaint or summons w/notice been served? YES NO If yes, date served: _____
 Is this action/proceeding being filed post-judgment? YES NO If yes, judgment date: _____

NATURE OF JUDICIAL INTERVENTION: Check ONE box only AND enter additional information where indicated.

- Infant's Compromise
- Note of Issue and/or Certificate of Readiness
- Notice of Medical, Dental, or Podiatric Malpractice Date Issue Joined: _____
- Notice of Motion Relief Sought: _____ Return Date: _____
- Notice of Petition Relief Sought: _____ Return Date: _____
- Order to Show Cause Relief Sought: _____ Return Date: _____
- Other Ex Parte Application Relief Sought: _____
- Poor Person Application
- Request for Preliminary Conference
- Residential Mortgage Foreclosure Settlement Conference
- Writ of Habeas Corpus
- Other (specify): _____

RELATED CASES: List any related actions. For Matrimonial actions, include any related criminal and/or Family Court cases. If additional space is required, complete and attach the RJJ Addendum. If none, leave blank.

| Case Title | Index/Case No. | Court | Judge (if assigned) | Relationship to Instant Case |
|------------|----------------|-------|---------------------|------------------------------|
| | | | | |
| | | | | |
| | | | | |

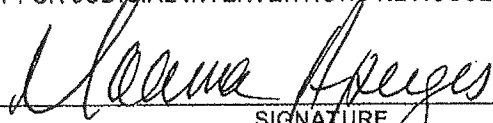
PARTIES: For parties without an attorney, check "Un-Rep" box AND enter party address, phone number and e-mail address in space provided. If additional space is required, complete and attach the RJJ Addendum.

| Un-Rep | Parties: | Attorneys and/or Unrepresented Litigants: | Issue Joined (Y/N): | Insurance Carrier(s): |
|--------------------------|--|---|---|-----------------------|
| <input type="checkbox"/> | Community America Credit Union/FHLB Last Name First Name Primary Role: Plaintiff Secondary Role (if any): | Last Name First Name Firm Name 395 N. Service Rd, Suite 401 Street Address Melville City New York State 11747 Zip Phone (631)454-8059 Fax (631)454-8169 e-mail | <input type="radio"/> YES <input type="radio"/> NO | |
| <input type="checkbox"/> | Last Name First Name Primary Role: Secondary Role (if any): | Last Name First Name Firm Name Street Address City State Zip Phone Fax e-mail | <input type="radio"/> YES <input type="radio"/> NO | |
| <input type="checkbox"/> | Last Name First Name Primary Role: Secondary Role (if any): | Last Name First Name Firm Name Street Address City State Zip Phone Fax e-mail | <input type="radio"/> YES <input type="radio"/> NO | |
| <input type="checkbox"/> | Last Name First Name Primary Role: Secondary Role (if any): | Last Name First Name Firm Name Street Address City State Zip Phone Fax e-mail | <input type="radio"/> YES <input type="radio"/> NO | |

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated: 11/21/13

 4698858
 ATTORNEY REGISTRATION NUMBER



 SIGNATURE
 Ioanna Apergis
 PRINT OR TYPE NAME

FORECLOSURE Request for Judicial Intervention Addendum

Supreme Queens COURT, COUNTY OF Queens INDEX NO. 703202/2013

For use in ALL mortgage foreclosure actions where the property is: (check if applicable)

- 1. A one- to four-family owner-occupied residential property
- OR
- 2. An owner-occupied condominium

Instructions

If # 1 or # 2 is applicable:

- Select "Residential Mortgage Foreclosure Settlement Conference" as the Nature of Judicial Intervention on the RJL.
- The Defendant/Respondent Information section below **MUST** be completed for all defendants and attached to the RJL.



DEFENDANT/RESPONDENT INFORMATION: List parties in caption order. Attach additional sheets as necessary.

1. Last Name: ALLI First Name: CHANARDAYE Primary Phone: _____ Secondary Phone: _____
 Address: 124-03 SUTTER AVE SOUTH OZONE New York 11420 e-mail: _____
(Street Address) (City) (State) (Zip)
 Comments: _____ 90-day Notice [RPAPL § 1304(1)] mailed on: 12/6/2012

2. Last Name: ALLI First Name: JANELLE Primary Phone: _____ Secondary Phone: _____
 Address: 801 CHERRY RD WEST PALM BEACH Florida 33409 e-mail: _____
(Street Address) (City) (State) (Zip)
 Comments: _____ 90-day Notice [RPAPL § 1304(1)] mailed on: 12/6/2012

3. Last Name: ALLI First Name: DEBRA Primary Phone: _____ Secondary Phone: _____
 Address: 124-03 SUTTER AVE SOUTH OZONE New York 11420 e-mail: _____
(Street Address) (City) (State) (Zip)
 Comments: _____ 90-day Notice [RPAPL § 1304(1)] mailed on: _____

4. Last Name: _____ First Name: _____ Primary Phone: _____ Secondary Phone: _____
 Address: _____ New York e-mail: _____
(Street Address) (City) (State) (Zip)
 Comments: _____ 90-day Notice [RPAPL § 1304(1)] mailed on: _____

5. Last Name: _____ First Name: _____ Primary Phone: _____ Secondary Phone: _____
 Address: _____ New York e-mail: _____
(Street Address) (City) (State) (Zip)
 Comments: _____ 90-day Notice [RPAPL § 1304(1)] mailed on: _____

ATTENTION: Proof of service must be filed with this RJL for each defendant upon whom a summons and complaint or summons with notice has been served. [CPLR § 3408]

through September 3, 2015.

4. That EXHIBIT "A" hereto annexed, is the deposition before referee of DOUGLAS BATTIN, for the plaintiff Corporation herein.

5. That EXHIBIT "B" hereto annexed is an abstract of the documentary evidence produced before me.

6. That EXHIBIT "C" hereto annexed shows the details of the statement of amount due plaintiff.

7. That I have made inquiry as to the advisability of selling the mortgaged premises in parcels and find and accordingly report that the mortgaged premises should be sold in one parcel as they consist of a one-family residential dwelling and plot assessed as one tax lot.

All of which is respectfully submitted.

Executed on this 26th day of August, 2015



GARY M. DARCHE, ESQ.
Referee

EXHIBIT "A"

thereafter.

5. By reason of defendants' default, plaintiff advanced money for payment of taxes and insurance, if any, which advances and the amounts thereof are shown in Exhibit "A-1" annexed hereto.

6. No payments have been made by any of the defendants since this action was commenced.

7. That by reason of the aforesaid, there is due to the plaintiff as of September 3, 2015 the sum of \$311,506.92, as is more particularly shown on Exhibit "A-1" hereto annexed.

8. I have examined all the matters set forth in the complaint and find them to be true of my own knowledge.

Executed on this 4th day of August, 2015

TruHome Solutions
Douglas Battin

By: Douglas Battin

Loan No. 1415766574

STATE OF KANSAS
COUNTY OF JOHNSON

On the 4th day of August in the year of 2015 before me, the undersigned, personally appeared Douglas Battin, 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 he/she/they capacity (ies), that by he/she/their signature(s) on the instrument, the individual (s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Lenexa, State of Kansas.

Brenda Maugh
Notary Public
10-7-16

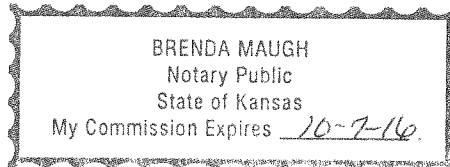


EXHIBIT "A-1"

STATEMENT OF AMOUNT DUE PLAINTIFF

(As of September 3, 2015)

| | |
|--|----------------|
| Principal due under the Mortgage Note And Mortgage | \$248,891.69 ✓ |
| Interest on the Principal Balance accrued from July 1, 2012 through September 3, 2015 (1,160 days), at 5.75000% per annum | \$45,397.60 ✓ |
| Late Charges (date of acceleration only) | \$1,932.73 ✓ |
| Funds Owed By Borrower | \$13,814.90 ✓ |
| • City Taxes | • \$9,098.33 ✓ |
| • Homeowners Insurance | • \$5,589.00 ✓ |
| • Borrower Payments | • (\$871.83) ✓ |
| • Interest on Escrow | • (\$0.60) ✓ |
| Advances for Inspections | \$420.00 ✓ |
| Advances for Appraisal/BPO | \$1,050.00 ✓ |
| TOTAL AMOUNT DUE PLAINTIFF | \$311,506.92 |

EXHIBIT “B”

EXHIBIT "B"

ABSTRACT OF DOCUMENTARY EVIDENCE

1. One (1) Note bearing date of the August 8, 2005, made and executed by CHANARDAYE ALLI and JANELLE ALLI to COMMUNITY AMERICA CREDIT UNION in the sum of \$280,000.00 payment thereof with interest at the rate of 5.750% per annum to be paid in accordance with the terms therein.

Received and Marked Exhibit "1".

2. One (1) Mortgage of even date with the said Note, made and executed by CHANARDAYE ALLI and JANELLE ALLI to COMMUNITY AMERICA CREDIT UNION, as security for the payment of the sum mentioned in the condition of said Note, recorded in the Office of the Register of the County of QUEENS on the September 1, 2005 in CRFN: 2005000491136.

Received and Marked Exhibit "2".

3. One (1) Assignment of Mortgage from COMMUNITYAMERICA CREDIT UNION to COMMUNITY AMERICA CREDIT UNION, dated the June 13, 2013 and recorded in the Office of the Register of the County of QUEENS on the August 28, 2013 in CRFN: 2013000344042.

Received and Marked Exhibit "3".

EXHIBIT “1”

NOTE

ALLY
LOAN #:\

AUGUST 8, 2005
[Date]

CICERO
[City]

NEW YORK
[State]

124-03 SUTTER AVE, SOUTH OZORK PARK, NY 11420
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 280,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COMMUNITYAMERICA CREDIT UNION

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 OCTOBER 1, 2005. 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 SEPTEMBER 1, 2035 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 9777 RIDGE DRIVE, LENEXA, KS 66219

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. \$ 1,634.00

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

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 5.000 % 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.

Chanardaye Alli 8/8/05
BORROWER - CHANARDAYE ALLI - DATE -
Janelle Alli 8/8/05
BORROWER - JANELLE ALLI - DATE

[Sign Original Only]

Allonge to Note

Loan # _____

Attached to Promissory Note Dated: August 8, 2005


Borrowers Name(s): Chanardaye and Janelle Alli

Property Address: 124-03 Sutter Ave
South Ozone Park, NY 11420

Loan Amount: 280,000.00

PAY TO THE ORDER OF

WITH RECOURSE
CommunityAmerica Credit Union

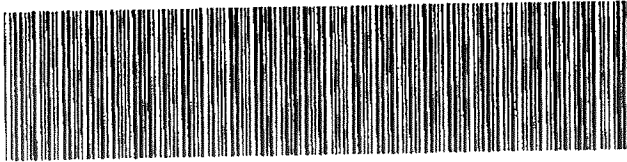


Greg Spurgeon, Senior Vice President

EXHIBIT “2”

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

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



RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 17

Document ID: 2005080900853001 Document Date: 08-08-2005 Preparation Date: 08-09-2005
Document Type: MORTGAGE
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PRESENTER:
NORTH AMERICAN TITLE AGENCY, INC.
6265 ROUTE 31
CICERO, NY 13039
315-752-0050
SHERRI@NAMTITLE.COM

RETURN TO:
COMMUNITY AMERICA CREDIT
9777 RIDGE DRIVE
LENEXA, KS 66219

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|---------|----------------------|------|----------------------|
| QUEENS | 11746 109 Entire Lot | | 124-03 SUTTER AVENUE |

Property Type: DWELLING ONLY - 1 FAMILY

CROSS REFERENCE DATA

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

PARTIES

MORTGAGER/BORROWER:
CHANARDAYE ALLI
124-03 SUTTER AVE
SOUTH OZONE PARK, NY 11420

MORTGAGEE/LENDER:
COMMUNITY AMERICA CREDIT
9777 RIDGE ROAD
LENEXA, KS 66219

FEES AND TAXES

| | | | |
|--------------------------|--------------------|--|---------|
| Mortgage | | Recording Fee: \$ | 117.00 |
| Mortgage Amount: | \$ 280,000.00 | Affidavit Fee: \$ | 0.00 |
| Taxable Mortgage Amount: | \$ 280,000.00 | NYC Real Property Transfer Tax Filing Fee: | |
| Exemption: | | | \$ 0.00 |
| TAXES: County (Basic): | \$ 1,400.00 | NYS Real Estate Transfer Tax: | |
| City (Additional): | \$ 2,800.00 | | \$ 0.00 |
| Spec (Additional): | \$ 0.00 | | |
| TASI: | \$ 700.00 | | |
| MTA: | \$ 810.00 | | |
| NYCTA: | \$ 0.00 | | |
| Additional MRT: | \$ 0.00 | | |
| TOTAL: | \$ 5,710.00 | | |



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**
Recorded/Filed 09-01-2005 10:03
City Register File No. (CRFN):
2005000491136

Janette McMill

City Register Official Signature

WHEN RECORDED MAIL TO:
COMMUNITYAMERICA CREDIT
UNION

9777 RIDGE DRIVE

LENEXA, KS 66219

ATTN: POST CLOSING

PREPARED BY:
JACKI BRAY

COMMUNITYAMERICA CREDIT
UNION

9777 RIDGE DRIVE

LENEXA, KS 66219

[Space Above This Line For Recording Data]

MORTGAGE

ALLI
LOAN #: _____
PIN #: BLOCK 11746 LOT 109

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated AUGUST 8, 2005 together with all Riders to this document, will be called the "Security Instrument."

(B) "Borrower." CHANARDAYE ALLI, A SINGLE PERSON

whose address is 124-03 SUTTER AVE, SOUTH OZONE PARK, NY 11420

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

(C) "Lender." COMMUNITYAMERICA CREDIT UNION

will be called "Lender." Lender is a corporation or association which exists under the laws of MISSOURI. Lender's address is 9777 RIDGE DRIVE, LENEXA, KS 66219

(D) "Note." The note signed by Borrower and dated AUGUST 8, 2005 will be called the "Note."

The Note shows that I owe Lender
TWO HUNDRED EIGHTY THOUSAND AND 00/100

Dollars (U.S.\$ 280,000.00) 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 SEPTEMBER 1, 2035

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

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

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

NEW YORK—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
DOCUMENT 12/16/2004 (Page 1 of 15 pages)

Form 3033 1/01

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input 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"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

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

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

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

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

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

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

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

(P) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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 OF RIGHTS IN THE PROPERTY

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

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

DESCRIPTION OF THE PROPERTY

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

(A) The Property which is located at 124-03 SUTTER AVE

[Street]

SOUTH OZONE PARK

, New York 11420

[City, Town or Village]

[Zip Code]

This Property is in QUEENS

County. It has the following legal description:

SEE ATTACHED LEGAL DESCRIPTION

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

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

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

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

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

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

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

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

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

PLAIN LANGUAGE SECURITY INSTRUMENT

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

COVENANTS

I promise and I agree with Lender as follows:

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

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment

be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

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

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

Any remaining amounts will be applied as follows:

First, to pay any late charges;

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

Next, to reduce the principal balance of the Note.

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

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

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

3. Monthly Payments for Taxes and Insurance.

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

(1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"

(2) The leasehold payments or ground rents on the Property (if any);

(3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;

(4) The premium for Mortgage Insurance (if any);

(5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and

(6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

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

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

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

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

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

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

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

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

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

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

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

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

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

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

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

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

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

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

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable

Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

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

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

7. **Borrower's Obligations to Maintain and Protect the Property and to Fulfill Any Lease Obligations.**

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

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

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

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

for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

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

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

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I will not give up the rights that I have as a tenant on the Property. I will not cancel or terminate my lease and I will not change or amend that lease unless Lender agrees in writing to the change or amendment. 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 delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

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

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

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

15. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure.

There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

18. Agreements about Lender's Rights If the Property Is Sold or Transferred. Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

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

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

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

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

20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance. The Note, or an interest in

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

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

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

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

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

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

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

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

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

(a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;

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

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

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

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

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

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

This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

This Security Instrument does not cover real property improved as described above.
BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 15 of this Security Instrument and in any Rider signed by me and recorded with it.

Chanardave All 8/8/05
- BORROWER - CHANARDAVE ALLI - DATE -

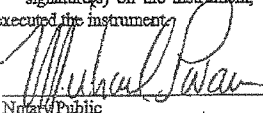
[Signature]
- BORROWER - JANELLE ALLI - DATE -

[Space Below This Line For Acknowledgment]

STATE OF NEW YORK
County of QUEENS

On the 8TH day of AUGUST in the year 2005 before me, the undersigned, a notary public
in and for said state, personally appeared CHANARDAYE ALLI, A SINGLE PERSON

~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the individual(s) whose
name(s) IS subscribed to the within instrument and acknowledged to me that SHE executed the same
in HER capacity(ies), and that by HER signature(s) on the instrument, the individual(s) or the
person upon behalf of which the individual(s) acted, executed the instrument.



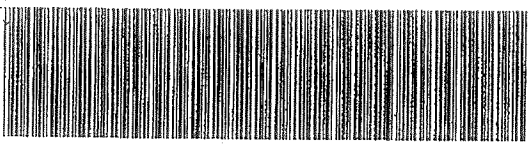

Notary Public

My Commission Expires: 8/26/06

MICHAEL SWAIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SW6079854
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES AUGUST 26, 2006

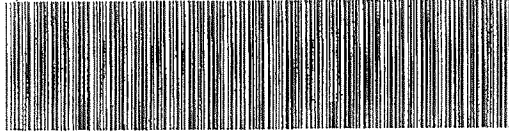


EXHIBIT “3”

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|--|--|--|--|
| NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document. | |  | |
| RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 3 | | | |
| Document ID: 2013081200756001 Document Type: ASSIGNMENT, MORTGAGE Document Page Count: 2 | | Document Date: 06-13-2013 Preparation Date: 08-12-2013 | |
| PRESENTER: CHRISTINA LUNDBERG - WEB TITLE AGENCY 500-A CANAL VIEW BOULEVARD ROCHESTER, NY 14623 585-454-4770 DREYES@WEBTITLE.US 13-20737 | | RETURN TO: CHRISTINA LUNDBERG - WEB TITLE AGENCY 500-A CANAL VIEW BOULEVARD ROCHESTER, NY 14623 585-454-4770 DREYES@WEBTITLE.US 13-20737 | |
| Borough QUEENS | | PROPERTY DATA Block Lot Unit Address 11746 109 Entire Lot 124-03 SUTTER AVENUE Property Type: DWELLING ONLY - 1 FAMILY | |
| CROSS REFERENCE DATA | | | |
| CRFN: 2005000491136 | | | |
| ASSIGNOR/OLD LENDER: COMMUNITY AMERICA CREDIT UNION 9777 RIDGE DRIVE LENEXA, KS 66219 | | ASSIGNEE/NEW LENDER: COMMUNITY AMERICA CREDIT UNION/FHLB 11501 BLUE RIDGE BLVD, 2ND FLOOR KANSAS CITY, MO 64134 | |
| FEES AND TAXES | | | |
| Mortgage : Mortgage Amount: \$ 0.00 Taxable Mortgage Amount: \$ 0.00 Exemption: | | Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00 | |
| TAXES: County (Basic): \$ 0.00 City (Additional): \$ 0.00 Spec (Additional): \$ 0.00 TASF: \$ 0.00 MTA: \$ 0.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 TOTAL: \$ 0.00 | | RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 08-28-2013 09:16 City Register File No. (CRFN): 2013000344042 | |
| Recording Fee: \$ 47.00 Affidavit Fee: \$ 0.00 | |  <i>Christina Lundberg</i> City Register Official Signature | |

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

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 3

Document ID: 2013081200756001 Document Date: 06-13-2013 Preparation Date: 08-12-2013

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 2

AUG 14 2013

PRESENTER:

CHRISTINA LUNDBERG - WEB TITLE AGENCY
500-A CANAL VIEW BOULEVARD
ROCHESTER, NY 14623
585-454-4770
DREYES@WEBTITLE.US 13-20737

RETURN TO:

CHRISTINA LUNDBERG - WEB TITLE AGENCY
500-A CANAL VIEW BOULEVARD
ROCHESTER, NY 14623
585-454-4770
DREYES@WEBTITLE.US 13-20737

PICK UP
VICKE

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|---|-------|-----|------------|----------------------|
| QUEENS | 11746 | 109 | Entire Lot | 124-03 SUTTER AVENUE |
| Property Type: DWELLING ONLY - 1 FAMILY | | | | |

CROSS REFERENCE DATA

CRFN: 2005000491136

PARTIES

ASSIGNOR/OLD LENDER:
COMMUNITY AMERICA CREDIT UNION
9777 RIDGE DRIVE
LENEXA, KS 66219

ASSIGNEE/NEW LENDER:
COMMUNITY AMERICA CREDIT UNION/FHLB
11501 BLUE RIDGE BLVD, 2ND FLOOR
KANSAS CITY, MO 64134

FEES AND TAXES

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

Prepared By &
When Recorded Return to:
Kozeny, McCubbin & Katz, LLP
395 N. Service Road, Suite 401,
Melville, NY 11747

Block: 11746
Lot: 109
County: QUEENS

Our File: 20766

ASSIGNMENT OF MORTGAGE

KNOW THAT COMMUNITYAMERICA CREDIT UNION, Assignor, a corporation or association which exists under the laws of New York and having its principal place of business 9777 Ridge Drive, Lenexa, KS 66219.

in consideration of One and no/100 (\$1.00) Dollars paid by:

COMMUNITY AMERICA CREDIT UNION/FHLB Assignee, having its principal place of business, c/o TruHome Solutions , 11501 Blue Ridge Blvd, 2nd Floor, Kansas City, MO 64134 hereby assigns unto the assignee, a certain mortgage made by CHANARDAYE ALLI to COMMUNITYAMERICA CREDIT UNION, given to secure payment of the sum of TWO HUNDRED EIGHTY THOUSAND Dollars and No Cents and interest, dated August 8, 2005, recorded on September 1, 2005, in the Office of the Clerk of the County of QUEENS in CRFN 2005000491136, covering premises: 124-03 SUTTER AVE, SOUTH OZONE PARK, NY 11420 (SEE EXHIBIT A, ATTACHED, FOR LEGAL DESCRIPTION).

Together with the bond or obligation described in said mortgage, and the moneys due to grow due thereon with interest.

TO HAVE AND TO HOLD, the same unto the assignee, and to the successors, legal representatives and assigns of the assignee forever. This assignment is not subject to the requirement of Section 275 of Real Property Law because it is within the secondary mortgage market.

This Assignment is made to and accepted by the Assignee without warranty or representation on the part of the assignor and without recourse to the assignor in any event whatsoever.

IN WITNESS WHEREOF, the Assignor has duly executed the Assignment on June 13, 2013

COMMUNITY AMERICA CREDIT UNION

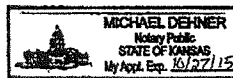
BY: 

STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

On the 13th day of June in the year 2013 before me, the undersigned, personally appeared Bernie Rhoads 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), that by his/her/their signature(s) in the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Lenexa, State of Kansas.


NOTARY PUBLIC

SEAL





SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES

Title No.: 85805

All that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of Sutter Avenue, distant 20 feet easterly from the corner formed by the intersection of the northerly side of Sutter Avenue with the easterly side of 124th Street (Quebec Street);

Running thence northerly parallel with 124th Street, 95 feet;

Thence easterly parallel with Sutter Avenue, 20 feet;

Thence southerly and again parallel with 124th Street, 95 feet to the northerly side of Sutter Avenue;

Thence westerly along the northerly side of Sutter Avenue, 20 feet to the point or place of Beginning.

EXHIBIT “C”

EXHIBIT "C"

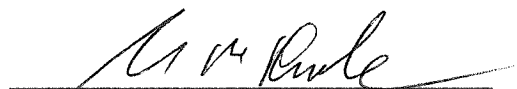
STATEMENT OF AMOUNT DUE PLAINTIFF

(As of September 3, 2015)

| | |
|---|--------------|
| Principal due under the Mortgage Note And Mortgage | \$248,891.69 |
| Interest on the Principal Balance accrued from July 1, 2012 through September 3, 2015 (1,160 days), at 5.75000% per annum | \$45,397.60 |
| Late Charges (date of acceleration only) | \$1,932.73 |
| Funds Owed By Borrower | \$13,814.90 |
| ^ City Taxes | \$9,098.33 |
| ^ Homeowners Insurance | \$5,589.00 |
| ^ Borrower Payments | (\$871.83) |
| ^ Interest on Escrow | (\$0.60) |
| Advances for Inspections | \$420.00 |
| Advances for Appraisal/BPO | \$1,050.00 |
| TOTAL AMOUNT DUE PLAINTIFF | \$311,506.92 |

=====

Executed on this 26th day of August, 2015


GARY M. DARCHE, ESQ.
Referee



Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: ALLI

First Name: CHANARDAYE

Middle Name:

Active Duty Status As Of: Oct-30-2015

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

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

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

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

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via this URL:

<https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating Service Members or Getting a Mailing Address>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 10M3091DJ2D2700



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

Last Name: ALLI

First Name: JANELLE

Middle Name:

Active Duty Status As Of: Oct-30-2015

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

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

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

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

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via this URL: [https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating Service Members or Getting a Mailing Address](https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating%20Service%20Members%20or%20Getting%20a%20Mailing%20Address). If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

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Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: A0H3A96DX2D3O30

PROVEST, LLC
320 CARLETON AVE, STE.2600
CENTRAL ISLIP, NY, 11722
(631) 666-6168

KOZENY, MCCUBBIN, & KATZ, LLP
395 North Service Rd
Melville, NY 11747

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

INDEX # 13-703202

COMMUNITY AMERICA CREDIT UNION/FHLE,

Plaintiff,
Against

AFFIDAVIT
OF SERVICE

CHANARDAYE ALLI, ET AL

Defendants.

STATE OF NY COUNTY OF SUFFOLK

Alan S. Feldman 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 NY.

That on August 15, 2013 at 7:00AM at 124-03 SUTTER AVE, SOUTH OZONE, NY, 11420, deponent served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING AND SUMMONS AND VERIFIED COMPLAINT which contains the additional notice requirements in accordance with RPAPL §1320, along with a copy of the Homeowner's Foreclosure Notice as required by RPAPL §1303, which notice was printed on a colored piece of paper, which color differed from that of the color of the NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING AND SUMMONS AND VERIFIED COMPLAINT and the notice was in bold, fourteen-point type, with the title of the notice in bold, twenty-point type, bearing Index # 13-703202, filed 08/07/2013 on CHANARDAYE ALLI, defendant therein named,

SUITABLE AGE
PERSON

By delivering thereat a copy of each to, DEBRA ALLI, DAUGHTER, a person of suitable age and discretion. That person was also asked by deponent whether said premises was the defendant's dwelling place/usual place of abode and the reply was affirmative.

MAILING

On 8/22/2013 deponent also enclosed a copy of same, in a prepaid sealed, first class wrapper marked personal and confidential, properly addressed to defendant and mailed to defendant at (124-03 SUTTER AVE, SOUTH OZONE, NY, 11420) by depositing said wrapper in a post office of the United States Postal Service within the New York State

DESCRIPTION

Deponent describes the individual served to the best of deponent's ability at the time and circumstances of service as follow:

| Sex | Skin Color | Hair Color | Age (Aprox) | Height (Aprox) | Weight (Aprox) |
|-----|------------|------------|-------------|----------------|----------------|
| F | BROWN | BLACK | 20 | 5'5" | 130 |

USE IN NYC
CIVIL CT.

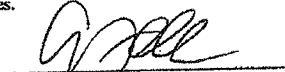
The language required by NYCRR 2900.2(e), (f) & (h) was set forth on the face of said summons(es)

MILITARY
SERVICE

I asked the person spoken to whether the defendant was in active military service of the United States or of the State of NY in any capacity whatever and received a negative reply. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the defendant is not in the military service of NY state or of the United States as that term is defined in either the State or Federal statutes.

SWORN TO BEFORE ME ON

8-22-13



LICENSE # #0946641
FILE # 20776
CASE ID # 3728293

KAREN KANE
Notary Public, State of New York
No. 01KA6086127
Qualified in Nassau County
Commission Expires December 04, 2015

PROVEST, LLC
320 Carleton Avenue Suite 2600
Central Islip, NY 11722
(631) 666-6168

KOZENY, MCCUBBIN, & KATZ, LLP
395 North Service Rd
Melville, NY 11747

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

INDEX # 13-703202

COMMUNITY AMERICA CREDIT UNION/FHLE,

Plaintiff,

Against

AFFIDAVIT
OF SERVICE

CHANARDAYE ALLI, ET AL

Defendants.

STATE OF FL COUNTY OF Palm Beach

NYON FLEURBAUMOND 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 FL.

That on 9/20/13 at 8:30 AM at 801 CHERRY RD, WEST PALM BEACH, FL, 33409, deponent served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING AND SUMMONS AND VERIFIED COMPLAINT which contains the additional notice requirements in accordance with RPAPL §1320, along with a copy of the Homeowner's Foreclosure Notice as required by RPAPL §1303, which notice was printed on a colored piece of paper, which color differed from that of the color of the NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING AND SUMMONS AND VERIFIED COMPLAINT and the notice was in bold, fourteen-point type, with the title of the notice in bold, twenty-point type, bearing index # 13-703202, filed 08/07/2013 on JANELLE ALLI, defendant therein named,

INDIVIDUAL

by delivering thereat a true copy of each to said defendant personally, deponent knew said person so served to be the person described as said defendant therein. (S)He identified (her) himself as such.

SUITABLE AGE PERSON

By delivering thereat a copy of each to _____, a person of suitable age and discretion. That person was also asked by deponent whether said premises was the defendant's dwelling place/usual place of abode and the reply was affirmative.

AFFIXING TO DOOR, ETC.

By affixing a true copy of each to the door of said premises, which is defendant's dwelling place/usual place of abode within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion thereat, having called there on

MAILING

On _____ deponent also enclosed a copy of same, in a prepaid sealed, first class wrapper marked personal and confidential, properly addressed to defendant and mailed to defendant at defendant's last known address by depositing said wrapper in a post office of the United States Postal Service within the FL state

DESCRIPTION

Deponent describes the individual served to the best of deponent's ability at the time and circumstances of service as follow:

| Sex | Skin Color | Hair Color | Age (Anrx) | Height (Anrx) | Weight (Anrx) |
|-----|------------|------------|------------|---------------|---------------|
| F | BLK | BRN | 25 | 5' 5" | 160 |

USE IN NYC CIVIL CT.

The language required by NYCRR 2900.2(e), (f) & (h) was set forth on the face of said summons(es)

MILITARY SERVICE

I asked the person spoken to whether the defendant was in active military service of the United States or of the State of FL in any capacity whatever and received a negative reply. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the defendant is not in the military service of FL state or of the United States as that term is defined in either the State or Federal statutes.

SWORN TO BEFORE ME ON

Date 9/20/13

Signature [Signature]



RECEIVED NYSCR... 09/23/2013
INDEX NO. 703202/2013

FILED: QUEENS COUNTY CLERK 09/23/2013

NYSCR... DOC. NO. 8

PROVEST, LLC
320 CARLETON AVE, STE.2600
CENTRAL ISLIP, NY, 11722
(631) 666-6168

KOZENY, MCCUBBIN, & KATZ, LLP
395 North Service Rd
Melville, NY 11747

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

INDEX # 13-703202

COMMUNITY AMERICA CREDIT UNION/FHLE,

Plaintiff,

Against

AFFIDAVIT
OF SERVICE

CHANARDAYE ALLI, ET AL

Defendants.

STATE OF NY COUNTY OF SUFFOLK

Alan S. Feldman 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 NY.

That on August 15, 2013 at 7:00AM at 124-03 SUTTER AVE, SOUTH OZONE, NY, 11420, deponent served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING AND SUMMONS AND VERIFIED COMPLAINT bearing index # 13-703202, filed 08/07/2013 on DEBRA ALLI AS JOHN DOE # 1, defendant therein named,

INDIVIDUAL

by delivering thereof a true copy of each to said defendant personally, deponent knew said person so served to be the person described as said defendant therein. (S)He identified (her) himself as such.

DESCRIPTION

Deponent describes the individual served to the best of deponent's ability at the time and circumstances of service as follow:

| Sex | Skin Color | Hair Color | Age (Apprx) | Height (Apprx) | Weight (Apprx) |
|-----|------------|------------|-------------|----------------|----------------|
| F | BROWN | BLACK | 20 | 5'5" | 130 |

USE IN NYC
CIVIL CT.

The language required by NYCRR 2900.2(e), (f) & (h) was set forth on the face of said summons(es)


MILITARY
SERVICE

I asked the person spoken to whether the defendant was in active military service of the United States or of the State of NY in any capacity whatever and received a negative reply. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the defendant is not in the military service of New York or of the United States as that term is defined in either the State or Federal statutes.

SWORN TO BEFORE ME ON

8-21-13

KAREN KANE
Notary Public, State of New York
No. 01KA6096127
Qualified in Nassau County
Commission Expires December 04, 2015


LICENSE ##0946641
FILE # 20776
CASE ID # 3728293

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

INDEX # 13-703202

COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,
Against

AFFIDAVIT
OF MAILING

CHANARDAYE ALLI, ET AL

Defendants,

STATE OF NEW YORK COUNTY OF SUFFOLK

KAREN KANE, being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in Nassau County, New York.

On 08/21/2013, deponent served the within RPAPL §1303 Tenant Foreclosure Notice, which notice was printed on a colored paper other than that of the NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING AND SUMMONS AND VERIFIED COMPLAINT pursuant to RPAPL §1303 on DEBRA ALLI AS JOHN DOE # 1 at 124-03 SUTTER AVE SOUTH OZONE, NY 11420, which building consists of less than five dwelling units.

by depositing a true copy of same enclosed in a post-paid first class properly addressed wrapper, in a post office-official depository under the exclusive care and custody of the United States Postal Service within the State of New York and via certified mail (7013 1710 0002 2459 5788), return receipt requested by depositing a true copy of same enclosed in a post-paid properly addressed wrapper, and delivering same to the United States Postal Service within the State of New York.

SWORN TO BEFORE ME ON

AUG 23 2013

Barry Bernstein

BARRY BERNSTEIN
NOTARY PUBLIC, State of New York
No. 01582 176827
Qualified in Suffolk County
Commission Expires October 29, 2015

Karen Kane

KAREN KANE
PROVEST, LLC
320 Carleton Avenue
Suite 2600
Central Islip, NY 11722
FILE # 20776
CASE ID # 3728293

7013 1710 0002 2459 5788

| | |
|--|--------------------------|
| U.S. Postal Service | |
| CERTIFIED MAIL [®] RECEIPT | |
| <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | |
| Certified Fee | |
| Return Receipt Fee <i>(Endorsement Required)</i> | |
| Restricted Delivery Fee <i>(Endorsement Required)</i> | |
| Total Postage & Fees \$ | Postmark Here |
| Sent To | DEBRA ALLI AS JOHN DOE#1 |
| Street, A or PO Box | 124-03 SUTTER AVE |
| City, State | SOUTH OZONE, NY 11420 |
| PS Form 3800 | 8000 |

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

INDEX # 13-703202

COMMUNITY AMERICA CREDIT UNION/FHLE,

Plaintiff,

Against

AFFIDAVIT
OF MAILING

CHANARDAYE ALLI, ET AL

Defendants,

STATE OF NEW YORK COUNTY OF SUFFOLK

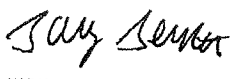
KAREN KANE, being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in Nassau County, New York.


On 08/21/2013, deponent served the within RPAPL §1303 Tenant Foreclosure Notice, which notice was printed on a colored paper other than that of the NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING AND SUMMONS AND VERIFIED COMPLAINT pursuant to RPAPL §1303 on ANY AND ALL OCCUPANTS at 124-03 SUTTER AVE SOUTH OZONE, NY 11420, which building consists of less than five dwelling units.

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

SWORN TO BEFORE ME ON

AUG 23 2013


BARRY BERNSTEIN
NOTARY PUBLIC, State of New York
No. 01826170827
Qualified in Suffolk County
Commission Expires October 28, 2015


KAREN KANE
PROVEST, LLC
320 Carleton Avenue
Suite 2600
Central Islip, NY 11722
FILE # 20776
CASE ID # 3728293

PROVEST, LLC
320 CARLETON AVE, STE.2600
CENTRAL ISLIP, NY 11722
(631) 666-6168

KOZENY, MCCUBBIN, & KATZ, LLP
395 North Service Rd
Melville, NY 11747

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

INDEX # 13-703202

COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

Against

AFFIDAVIT
OF SERVICE

CHANARDAYE ALLI, ET AL


Defendants,

STATE OF NY COUNTY OF SUFFOLK

Alan S. Feldman 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 NY.

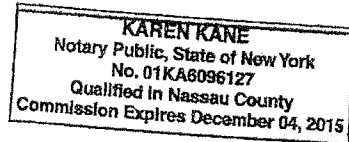
That on August 15, 2013 at 7:00AM, I went to the property address at 124-03 SUTTER AVE, SOUTH OZONE, NY, 11420. I was told by DEBRA ALLI that no additional persons, (John/Jane Does), are living at the residence.

SWORN TO BEFORE ME ON

8-21-13 



LICENSE # #0946641
FILE # 20776
CASE ID # 3728293



AFFIDAVIT OF SERVICE BY MAIL
PURSUANT TO CPLR 3215(G)(3)

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

I, Deanna Books, being duly sworn, deposes and says:

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

On March 31, 2014 I served a copy of the within **FORECLOSURE SUMMONS** by first-class mail in a sealed envelope with postage prepaid thereon bearing the legend "personal and confidential" and not indicating on the outside of the envelope that the communication is from an attorney or concerns an alleged debt, in a post office or official depository of the U.S. Postal Service within New York State, addressed to the last known address of the addressee(s) as indicated below:

CHANARDAYE ALLI
124-03 Sutter Ave
South Ozone Park, NY 11420

JANELLE ALLI
801 Cherry Rd.
West Palm Beach, FL 33409

Executed on this 31 day of March, 2014

Deanna Books

Sworn to before me this 31 day of March, 2014.

[Signature]
NOTARY PUBLIC

ERIKA CASTILLO
NOTARY PUBLIC, State of New York
NO.01CA506443
Qualified in Nassau County
Commission Expires in August 19, 2014



November 06, 2012

Chanardaye Alli
124-03 Sutter Ave

South Ozone Park, NY 11420

Dear Member:

You have fallen behind on your mortgage payments and are in default as a result of your breach of the Note and Security Deed for the above referenced property. Our records indicate that your account is past due for August 01, 2012 and subsequent payments.

To cure the default you must bring the mortgage current on or before December 06, 2012 by sending the amount shown below to CommunityAmerica Credit Union in the form of cash, a money order or certified check as described in your security instrument. The total amount due as of the date of this letter is **\$8,665.05**. We have the right to reject funds that are less than the full amount necessary to bring your loan current.

You must include any payments or late charges that become due during this 30-day period, along with the amount above, to bring your account current. Our acceptance of less than the total amount due does not waive our right to demand the entire balance due under the terms of your mortgage, unless a repayment plan has been established and is being followed.

If you fail to bring your account current within 30 days of the date of this letter, we will demand the entire balance outstanding under the terms of your mortgage. This amount includes, but is not limited to, the principal, interest, and all other outstanding charges and cost. We will start legal action to foreclose on the mortgage, which could result in the sale of the property. We may also have the right to seek a judgment against you for any deficiency.

You have the right to bring your loan current even after legal action has begun. You also have the right to assert in the foreclosure proceedings the nonexistence of the default or any other defense to our legal action and sale of the property.

We want to work with you to resolve the problem and help you bring your account into good standing. We urge you to contact us at 1-866-443-2750 and we will be happy to discuss possible alternatives to foreclosure.

Your Mortgage Recovery Department
CommunityAmerica Credit Union

Legal Rights and Protections Under the Servicemembers Civil Relief Act Notice: Servicemembers on "active duty" or "active service" or a dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act. If you require further assistance regarding this, please call the toll-free military one source number of 1-800-342-9647.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your mortgage obligation. **THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

7011 3400 0001 0180 1000 0856

| U.S. Postal Service | |
|--|---------------------------|
| CERTIFIED MAIL RECEIPT | |
| <small>(Domestic Mail Only; No Insurance Coverage Provided)</small> | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |
| Postmark Here | |
| Sent To | |
| Street, Apt. No., or PO Box No. | |
| City, State, ZIP+4 | |
| Lot | PS Form 3800, August 2006 |
| Property Address: 124-03 Sutter Ave | |
| South Ozone Park, NY 11420 | |
| See Reverse for Instructions | |



November 06, 2012

Janelle Alli
124-03 Sutter Ave

South Ozone Park, NY 11420

Loan No. 141:
Property Addr.

7011 3500 0001 0162 2847

| | |
|--|----|
| U.S. Postal Service™ | |
| CERTIFIED MAIL™ RECEIPT | |
| <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |
| Postmark Here | |
| Send to | |
| Street Apt. No., or PO Box No. | |
| City, State, ZIP+4 | |
| PS Form 3800, August 2009 | |
| See Reverse for Instructions | |

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Sent via regular and certified return receipt requested mail

12/06/2012

Chanardaye Alli
124-03 Sutter Ave
South Ozone Park, NY 11420

RE: 124-03 Sutter Ave., South Ozone Park, NY 11420

| | |
|--|------------------|
| U.S. Postal Service | |
| CERTIFIED MAIL™ RECEIPT | |
| <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | Postmark Here |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees \$ | |
| Sent to | |
| Street, Apt. No., or PO Box No. | |
| City, State, ZIP+4 | |
| PS Form 3800, August 2005 See Reverse for Instructions | |

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

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

As of December 06, 2012, your home loan is 128 days in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of \$10,622.34 dollars by March 04, 2013.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free or very low-cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at 1-866-443-2750 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.



If this matter is not resolved within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-269-0990 or visit the Department's website at <http://www.dfs.ny.gov>

ATTACH LIST OF AT LEAST 5 AGENCIES - CAN BE FOUND ON BANKING WEBSITE

<http://www.dhcr.state.ny.us/Programs/ForeclosurePrevention/CounselListing.htm>

Homes & Community Renewal

National Foreclosure Mitigation Counseling (NFMC)

The National Foreclosure Mitigation Counseling (NFMC) Program was launched in December 2007 with funds appropriated by Congress to address the nationwide foreclosure crisis by dramatically increasing the availability of housing counseling for families at risk of foreclosure. HCR is working directly with subgrantee organizations across New York State, which in turn provide counseling services to families at risk of foreclosure. Subgrantee organizations are also provided with training by NeighborWorks to ensure they can provide the best service to homeowners in our State. A list of our sub-grantees and their phone numbers is listed below.

The list of agencies below provide counseling services at no cost to individuals and families at risk of foreclosure. The counties they serve are included in the listing.

| Sub-Grantee | Counties Served | Main Phone |
|--|---|---------------------|
| Albany County Rural Housing Alliance, Inc. | Albany, Schenectady, Troy, Rensselaer, Saratoga Counties | 518-765-2425 |
| American Debt Resources, Inc. | Nassau & Suffolk | 800-498-0766 |
| Belmont Housing Resources for Western NY | Erie, Niagara, Chautauqua, Cattaraugus, Orleans, Allegany, and Wyoming | 716-884-7791 |
| Brooklyn Housing & Family Services, Inc. | Bronx, Kings, Manhattan, Nassau, Queens, Richmond, Rockland, Suffolk, Westchester | 718-435-7585 |
| Brooklyn Neighborhood Improvement Association, Inc. | Bronx, Kings, Manhattan, Nassau, Queens, Richmond, Rockland, Suffolk, Westchester | 718-773-4116 |
| Community Action In Self Help, Inc. | Wayne | 315-946-6992 |
| Chautauqua Opportunities Inc. | Chautauqua | 716-366-3333 |
| Human Development Services of Westchester | Westchester | (914) 939-2005 |
| Long Island Housing Services, Inc. | Nassau & Suffolk | 516-567-5111 |
| MHANY Management Inc. | Kings, Queens, Bronx, Nassau, Suffolk, Richmond | 718-246-8080 |
| Nassau County Office of Housing and Community Development | Nassau | 516-572-0815 |
| Putnam County Housing Corporation | Putnam, Westchester, Dutchess | 845-225-8493 |
| Rockland Housing Action Coalition, Inc. | Rockland | 845-708-5799 |
| Bishop Sheen Ecumenical Housing Foundation, Inc. | Allegany, Cayuga, Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne and Yates | 585-461-4263 |
| The Housing Council in the Monroe County Area, Inc. | Orleans, Wayne, Ontario, Livingston, Monroe, and Genesee | 585-546-3700 x 3023 |
| The Parodneck Foundation for Self-Help Housing & Community Development, Inc. | Bronx, Brooklyn, Queens, Manhattan, & Staten Island | 212-431-9700 |
| Friends of the North Country Inc. | Clinton, Franklin, and Essex | 518-834-9606 |

Last updated on 05/02/12

For more information about SONYMA mortgages call: 1-800-382-HOME (4663)



Sent via regular and certified return receipt requested mail

12/06/2012

Janelle Alli
124-03 Sutter Ave
South Ozone Park, NY 11420

RE: 124-03 Sutter Ave., South Ozone Park, NY 11420

| | |
|--|------------------|
| U.S. Postal Service | |
| CERTIFIED MAIL[®] RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| For delivery information visit our website at www.usps.com . | |
| OFFICIAL USE | |
| Postage \$ | Postmark Here |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
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Last updated on 05/02/12

For more information about SONYMA mortgages call: 1-800-362-HOME (4663)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X INDEX NO.
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, and "JOHN DOE" and
"JANE DOE", the last two names being fictitious, said parties
intended being tenants or occupants, if any, having or claiming an
interest in, or lien upon the premises described in the complaint,

Defendant(s).

----- X

**NOTICE OF PENDENCY
OF ACTION**

Property Address:
124-03 Sutter Ave, South
Ozone Park, NY 11420

Block: 11746
Lot: 109

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this court upon a complaint of the above-named plaintiff against the above-named defendants for the foreclosure of a mortgage in the sum of \$280,000.00 dated August 8, 2005, executed by defendant(s) CHANARDAYE ALLI, to COMMUNITYAMERICA CREDIT UNION recorded on September 1, 2005 in CRFN: 2005000491136, in the Office of the Clerk of the County of Queens. COMMUNITYAMERICA CREDIT UNION assigned all of its right, title and interest in the MORTGAGE to plaintiff by way of an assignment dated June 13, 2013 and to be recorded in the Office of the Clerk of the County of Queens.

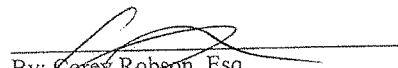
NOTICE IS FURTHER GIVEN, that the premises affected by the said foreclosure action were, at the time of the commencement of said action, and at the time of filing of this notice, situate in the County of Queens, State of New York, Block 11746, Lot 109, on the land and tax map of the County of Queens, State of New York, and described in said mortgage as follows:

All that certain unit of real property, with the buildings and improvements thereon erected, situate, lying and being in the County of Queens, State of New York, and more particularly described on Schedule A attached hereto and made part hereof.

The Clerk of Queens County is hereby requested to index this notice against the name(s) of CHANARDAYE ALLI, JANELLE ALLI.

Dated: August 6, 2013
Melville, New York

KOZENY, MCCUBBIN & KATZ, LLP.


By: Corey Robson, Esq.
Attorneys for Plaintiff
395 N. Service Road, Suite 401,
Melville, NY 11747
(631) 454-8059



SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES

Title No.: 85805

All that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of Sutter Avenue, distant 20 feet easterly from the corner formed by the intersection of the northerly side of Sutter Avenue with the easterly side of 124th Street (Quebec Street);

Running thence northerly parallel with 124th Street, 95 feet;

Thence easterly parallel with Sutter Avenue, 20 feet;

Thence southerly and again parallel with 124th Street, 95 feet to the northerly side of Sutter Avenue;

Thence westerly along the northerly side of Sutter Avenue, 20 feet to the point or place of Beginning.

Index No.

Year

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

COMMUNITY AMERICA CREDIT UNION/FHLB

Plaintiff,

- against -

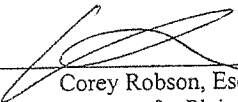
CHANARDAYE ALLI, ET AL.,

Defendants.

NOTICE OF PENDENCY

KOZENY, MCCUBBIN & KATZ, LLP.

By: _____


Corey Robson, Esq.
Attorneys for Plaintiff
395 N. Service Road, Suite 401,
Melville, NY 11747
(631) 454-8059
Fax (631)-454-8169
Signature Pursuant to Rule 130-1.1-a

To:
Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated:

.....
Attorney(s) for

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X Index No.
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, and "JOHN DOE" and
"JANE DOE" the last two names being fictitious, said parties
intended being tenants or occupants, if any, having or claiming an
interest in, or lien upon the premises described in the complaint,

Defendant(s).

----- X

Date Purchased:

Plaintiff designates
Queens County as the place of
trial.

SUMMONS

The basis of venue is:
The location of real property
being foreclosed

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

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


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

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

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

Dated: August 6, 2013
Melville, New York

KOZENY, MCCUBBIN & KATZ, LLP.


By: Corey Robson, Esq.
Attorneys for Plaintiff
395 N. Service Road, Suite 401,
Melville, NY 11747
(631) 454-8059

**This firm is a debt collector and any information we obtain from you will be used for that
purpose.**

Defendants' Address:

CHANARDAYE ALLI
124-03 Sutter Ave
South Ozone Park, NY 11420

JANELLE ALLI
124-03 Sutter Ave
South Ozone Park, NY 11420

JOHN DOE and JANE DOE
124-03 Sutter Ave
South Ozone Park, NY 11420

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X INDEX NO.
COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

VERIFIED COMPLAINT

- against -

CHANARDAYE ALLI, JANELLE ALLI, and "JOHN DOE" and
"JANE DOE", the last two names being fictitious, said parties
intended being tenants or occupants, if any, having or claiming an
interest in, or lien upon the premises described in the complaint,

Defendant(s).

----- X
Plaintiff, by its attorneys, KOZENY, MCCUBBIN & KATZ, LLP. complaining of
defendant(s), alleges:

1. At all times herein mentioned, plaintiff was, and still is a corporation organized and existing under and by virtue of the laws of the United States of America, authorized to transact business in the State of New York.
2. Upon information and belief, at all times herein mentioned defendant(s) CHANARDAYE ALLI, JANELLE ALLI was and still is, a resident(s) of Queens County, State of New York.

AS AND FOR A FIRST CAUSE OF ACTION

3. On August 8, 2005, for valuable consideration, and for the purpose of securing payment to COMMUNITYAMERICA CREDIT UNION of the sum of \$280,000.00, with interest thereon, CHANARDAYE ALLI, JANELLE ALLI, duly executed, acknowledged and delivered to COMMUNITYAMERICA CREDIT UNION, his/her mortgage note dated that date (the "Note"), whereby said defendant(s) bound himself/herself to COMMUNITYAMERICA CREDIT UNION in the amount of \$280,000.00 with interest thereon.
4. As collateral security for the payment of the aforesaid indebtedness, CHANARDAYE ALLI, on

the same day, duly executed, acknowledged and delivered to COMMUNITYAMERICA CREDIT UNION his/her mortgage in the sum of \$280,000.00. The mortgage was duly recorded in the Office of the Clerk of the County of Queens on September 1, 2005, in CRFN: 2005000491136 (the "Mortgage"), whereby CHANARDAYE ALLI, mortgaged to COMMUNITYAMERICA CREDIT UNION its successors and assigns forever, the premises commonly known as 124-03 Sutter Ave, South Ozone Park, NY 11420, more particularly described in Schedule (A) attached hereto, together with the improvements thereon erected. Any applicable mortgage tax was duly paid simultaneously with said recordation.

5. COMMUNITYAMERICA CREDIT UNION assigned all of its rights, title and interest in the Mortgage by way of an assignment dated June 13, 2013 to COMMUNITYAMERICA CREDIT UNION/FHLB to be recorded in the Office of the Clerk in the County of Queens.

6. Plaintiff is the holder and owner of the aforesaid Note and Mortgage and has complied with all the provisions of section five hundred ninety-five A of the banking law, section six-l or six-m of the banking law, and RPAPL section thirteen hundred four of this article.

7. CHANARDAYE ALLI, JANELLE ALLI, failed, neglected and refused to comply with the provisions of the Note and Mortgage by failing to make and pay the installment of principal and interest due and owing on August 1, 2012 and thereafter, despite due demand therefore. Said default has continued for more than fifteen (15) days after the due date thereof.

8. By reason of the aforesaid, plaintiff has elected to declare the unpaid principal sum of the Note and Mortgage in the amount of \$248,891.69 with accrued interest at 5.75000% per annum, from July 1, 2012 to be immediately due and payable. Said election was made pursuant to and in compliance with RPAPL Section 1304. Plaintiff, or its servicing agent, has complied with the 90-day notice provision and the reporting requirement to the New York State Superintendent of Banks, pursuant to RPAPL Section 1306.

9. By reason of the aforesaid, there is due and owing to plaintiff the sum of \$248,891.69, with interest thereon at 5.75000% per annum from July 1, 2012.
10. Defendants, JOHN DOE and JANE DOE, the names of said individuals being fictitious, the parties intended being tenants or occupants of the Premises, if any, are named as defendants herein as having or claiming an interest in or lien upon the Premises which interest or lien is subject to the lien of plaintiff's mortgage.
11. Each of the above named defendants has or claims to have or may claim to have some interest in or lien upon the Premises or some part thereof, which interest or lien, if any, has accrued and is subject and subordinate to the lien of the Note and Mortgage.
12. The mortgaged premises are subject to and should be sold subject to any state of facts an accurate survey or inspection of the premises would show, encroachments, covenants, restrictions, agreements and easements of record, if any, real estate taxes and zoning restrictions and otherwise of any governmental authority having jurisdiction thereover affecting said premises and any prior mortgages or liens of record and the rights of the United States of America to redeem the Premises.
13. Plaintiff shall not be deemed to have waived, altered, released or changed its election hereinbefore made by reason of receipt of any payments, after the date of the commencement of this action or of any or all of the defaults mentioned herein, and such election shall continue and remain effective until the principal sum secured, the costs and disbursements of this action, and any and all future defaults under the aforesaid Note(s) or Mortgage(s) occurring prior to a discontinuance of this action are fully paid.
14. The subject Mortgage provides in part as follows:
- Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this security instrument. This requirement is called "immediate payment in full."

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." The further rights of the Lender including the right to collect all costs, disbursements and attorney's fees from the borrowers are set forth in Paragraph 22 of the Mortgage.

15. No other action has been commenced at law, or otherwise, for the recovery of the sum, or any part thereof, secured by the Note and Mortgage.

AS AND FOR A SECOND CAUSE OF ACTION

16. By reason of the aforesaid provisions set forth in the Note and Mortgage, there is due and owing to plaintiff from CHANARDAYE ALLI, JANELLE ALLI reasonable attorneys' fees, plus costs and disbursements, for which demand is hereby made.

WHEREFORE, plaintiff demands judgment as follows:

17. Defendant(s) and all persons claiming under said defendant(s) or any of them subsequent to the filing of a Notice of Pendency of this action in the appropriate county clerk's office, and every person whose conveyance is subsequent or subsequently recorded, be barred and foreclosed of all right, title, claim or lien and equity of redemption in said mortgaged premises; that such mortgaged premises be decreed to be sold as one parcel, subject to and should be sold subject to any state of facts an accurate survey or inspection of the premises would show, encroachments, covenants, restrictions, agreements and easements of record, if any, real estate taxes and zoning restrictions and otherwise of any governmental authority having jurisdiction thereover affecting said premises and any prior mortgages or liens of record and the rights of the United States of America to redeem the Premises, and that the

monies arising from said lien be paid into Court;

On the first cause of action:

(a) Plaintiff be paid the principal amount due on its Mortgage with interest thereon at 5.75000% per annum from July 1, 2012, plus late charges, together with the amount of taxes, assessments, water charges, insurance premiums and other similar charges paid by plaintiff, if any, with interest on the subject amounts from the date of such payment by plaintiff, the expenses of this sale, together with any sum or sums to be paid to plaintiff to protect the security afforded by said Mortgage, including, but not limited to, watchmen or caretakers' fees, and fees incurred during the pendency of this action until the closing of title with the purchaser under the foreclosure sale; and that any sum so paid shall be added to the sums otherwise due to plaintiff pursuant to plaintiff's claims herein and to be deemed secured by the Note(s) and Mortgage(s) as therein provided; and they be declared a valid lien on the premises herein described, all with interest thereon from the date of each such amount, so far as the amount of such monies properly allocable thereto will pay the same; and that the defendant(s), CHANARDAYE ALLI, JANELLE ALLI may be adjudged to pay the whole residue, or so much thereof as the Court may determine to be just and equitable, of the debt remaining unsatisfied after a sale of the mortgaged premises and the application of the proceeds pursuant to the directions contained in such judgment, and that in the event that plaintiff possesses any other lien(s) against said mortgaged premises either by way of judgment, junior mortgage or otherwise, plaintiff requests that such other lien(s) shall not be merged in plaintiff's cause(s) of action set forth in this complaint but that plaintiff shall be permitted to enforce said other lien(s) and/or seek determination of priority thereof in any independent action(s) or proceeding(s), including, without limitation, any surplus money proceedings;

On the second cause of action:

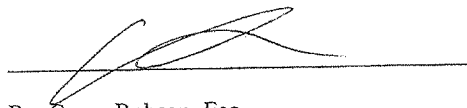
(b) Plaintiff be awarded the costs and disbursements of this action, plus reasonable attorneys' fees;

(c) Plaintiff have such other and further relief as this Court may deem just and proper.

Dated: August 6, 2013

Melville, New York

KOZENY, MCCUBBIN & KATZ, LLP.

A handwritten signature in black ink, appearing to read 'Corey Robson', is written over a solid horizontal line.

By: Corey Robson, Esq.

Attorneys for Plaintiff

395 N. Service Road, Suite 401,

Melville, NY 11747

(631) 454-8059

This firm is a debt collector and any information we obtain from you will be used for that purpose.

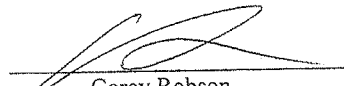
ATTORNEY'S VERIFICATION

The undersigned attorney, duly admitted to the practice of law in the State of New York, affirms under penalty of perjury that the undersigned is associated with KOZENY, MCCUBBIN & KATZ, LLP, attorneys for plaintiff in the within action; that the undersigned has read the foregoing complaint and knows the contents thereof; and that the undersigned believes those contents to be true, based upon personal knowledge and books, papers and records supplied by the foregoing party and in possession of the said attorneys.

The reason this verification is made by the undersigned and not by plaintiff is that:

(a) Plaintiff is not in the county wherein the aforesaid attorneys maintain their office.

Dated: Melville, New York
August 6, 2013


Corey Robson

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 toll free helpline at 1-800-269-0990 or visit the Department's website at www.dfs.ny.gov.

FORECLOSURE RESCUE SCAMS

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



SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES

Title No.: 85805

All that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of Sutter Avenue, distant 20 feet easterly from the corner formed by the intersection of the northerly side of Sutter Avenue with the easterly side of 124th Street (Quebec Street);

Running thence northerly parallel with 124th Street, 95 feet;

Thence easterly parallel with Sutter Avenue, 20 feet;

Thence southerly and again parallel with 124th Street, 95 feet to the northerly side of Sutter Avenue;

Thence westerly along the northerly side of Sutter Avenue, 20 feet to the point or place of Beginning.

Index No.

Year

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

COMMUNITY AMERICA CREDIT UNION/FHLB,

Plaintiff,

- against -

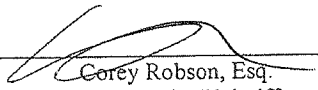
CHANARDAYE ALLI, ET AL.,

Defendant(s).

SUMMONS AND VERIFIED COMPLAINT

KOZENY, MCCUBBIN & KATZ, LLP.

By: _____


Corey Robson, Esq.
Attorneys for Plaintiffs
395 N. Service Road, Suite 401,
Melville, NY 11747
(631) 454-8059
Fax (631) 454-8169
Signature Pursuant to Rule 130-1.1-a

To:
Attorney(s) for _____

Service of a copy of the within
is hereby admitted.

Dated:

.....
Attorney(s) for _____

Index No. 703202/2013

Year 2013

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

COMMUNITY AMERICA CREDIT UNION/FHLB

Plaintiff,

- against -

CHANARDAYE ALLI, JANELLE ALLI, DEBRA ALLI,

Defendants.

JUDGMENT OF FORECLOSURE AND SALE

Kozeny, McCubbin & Katz, LLP

By: _____



Elan Millhauser, Esq.
Attorneys for Plaintiffs
40 Marcus Drive, Suite 200
Melville, New York 11747
(631)-454-8059
Signature Pursuant to Rule 130-1.1-a
