

At an IAS Term, Part
of the Supreme Court of
the State of New York,
held in and for the
County of QUEENS,
Supreme Courthouse;
located at:
QUEENS COUNTY COURTHOUSE
88-11 SUTPHIN BOULEVARD
JAMAICA, NEW YORK 11435

On the day of , 2017

PRESENT:
HON.
Justice of the Supreme Court

BAYVIEW LOAN SERVICING, LLC, A
DELAWARE LIMITED LIABILITY COMPANY, JUDGMENT OF FORECLOSURE
AND SALE

Plaintiff,

-against-

INDEX NO. 712009/2016

SHAZAM HUSAIN, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE,
NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE, AMERICAN
EXPRESS BANK FSB, CITIBANK, N.A.,
NYC DEPARTMENT OF FINANCE, NEW YORK
CITY ENVIRONMENTAL CONTROL BOARD,
and "JOHN DOE" #1-10, "MARY DOE"
#1-10, and "JANE DOE" #1-10, the
names being fictitious, their true
names being unknown to plaintiff,
persons intended being persons in
possession of portions of the
premises described in the
complaint in this action,

COMMERCIAL PROPERTY

Defendants.

ON the Summons, Complaint and Notice of Pendency of action
in the Office of the County Clerk of the County of Queens on
October 7, 2016 and on all proceedings had thereon; and upon the
affirmation of regularity of Vincent P. Surico, Esq., dated August
16, 2017, with exhibits annexed, showing that all of the Defendants
herein have been duly served within this State with the Summons in
this action, or have voluntarily appeared by their respective
attorneys; and on the proof of service upon and appearance by the
Defendant(s) herein heretofore filed in this action; and stating

that more than the legally required number of days have elapsed since said Defendants were so served; and that none of the Defendants has served an Answer to said Complaint and

ON the Order of Reference dated May 3, 2017 appointing RONNI GINSBERG as Referee in this action to ascertain and compute the amount due, and to examine the Plaintiff or its agent under oath as to the allegations contained in the Complaint, and to examine and report whether the mortgage premises should be sold in one or more parcels; and on reading and filing the Oath and Report of the aforesaid Referee sworn to and dated August 7, 2017, it appears that the sum of \$542,305.68 was due to the Plaintiff, as of August 15, 2017, plus per diem interest for every day thereafter, on the date of said report and that the mortgage premises should be sold in one parcel, and after due deliberation having been thereon; and upon reading and filing the decision of the Court May 3, 2017.

ORDERED, that the motion is granted, without opposition, and it is further

ORDERED, ADJUDGED, and DECREED, that the report of RONNI GINSBERG, Esq. dated August 7, 2017, be, and the same is hereby, in all respects, ratified and confirmed; and it is further

ORDERED, ADJUDGED, and DECREED, that the mortgaged premises described in the Complaint in this action, and hereinafter described, or such part thereof as may be sufficient to discharge the mortgage debt under the note and mortgage, the expenses of sale and the costs of this action as provided by the Real Property Actions and Proceedings law be sold, in one parcel, at Public Auction at the Queens County Supreme Court located at 88-11 Sutphin Boulevard, Jamaica, New York, in Courtroom #25 at 10:00 A.M., by

and under the direction of RONNI GINSBERG, Esq., who is hereby appointed Referee for that purpose; in the absence of the designated Referee, the Court will designate a substitute Referee forthwith; that said Referee give public notice of the time and place of such sale in accordance with law, practice of this Court and R.P.A.P.L. sec. 231 in _____ and that the Plaintiff or any other parties to this action may become the purchaser or purchasers at the said sale; that in this case the Plaintiff shall become the purchaser at the said sale, they shall not be required to make any deposit thereon; that said Referee execute to the purchaser or purchasers on such sale a deed of the premises sold; that in the event a party other than the Plaintiff becomes the purchaser or purchases at such sale, they shall be required to tender a deposit of 10% of the purchase price in the certified funds and the closing of title shall be had thirty days after such sale unless otherwise stipulated by all parties to the sale; 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, ADJUDGED, and DECREED, that said Referee, upon receiving the proceeds of the sale, shall forthwith pay therefrom, in accordance with their priority according to law, the taxes, assessments, sewer rents or water rates which are or may become liens on the premises at the time of sale with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

ORDERED, ADJUDGED, and DECREED, that said Referee then deposit

and balance of said proceeds of sale in his/her own name as Referee in _____, and shall thereafter make the following payments and his/her checks drawn for that purpose shall be paid by said depository:

FIRST: The statutory fees of the Referee in the sum of \$500.00

SECOND: The expenses of sale and the advertising expenses shown on the bills presented and certified by said Referee to be correct, duplicate copies of which shall be annexed to the report of sale.

The Referee shall not be held responsible for the payment of penalties or fees pursuant to this appointment. The Purchaser shall hold the Referee harmless from any such penalties or fees assessed.

THIRD: Said Referee shall also pay to the Plaintiff, or Plaintiff's attorney, the sum of \$_____ to be determined by the Clerk and adjudged to the Plaintiff for costs and disbursements in this action to be taxed by the Clerk and inserted herein, with interest thereon from the date hereof; together with an additional allowance of \$_____ hereby awarded to the Plaintiff in addition to costs, with interest thereon from the date hereof, and also the sum of \$542,305.68 the said amount so reported due as aforesaid, together with interest thereon from August 15, 2017 the date interest was calculated to in said report, or so much therefore as the purchase money of the mortgaged premises will pay of the same, together with any advances necessarily paid by the Plaintiff for taxes, fire insurance, principal and interest to prior mortgages to preserve and or maintain the premises not previously included in any computations, upon presentation of

receipts for said expenditures to the Referee, together with \$ _____ hereby awarded to 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.

FOURTH: If such Referee intends to apply for a further allowance for his/her fees, he/she may leave upon deposit such amount as will cover such additional allowance, to await the further order of this Court thereon after application duly made upon due notice to those parties entitled thereof.

That in case the Plaintiff be the purchaser of said mortgaged premises at the sale, or in the event that the rights of the purchasers at said and the terms of sale under this judgment shall be assigned to and be acquired by the Plaintiff, and a valid assignment thereof filed with said 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, or it's assignee, a deed or deeds of the premises sold upon the payment to said Referee of the amount specified above in items marked "FIRST" and "SECOND" and the amounts of the aforesaid taxes, assessments, sewer rents and water rates, with interest and penalties thereon, or, in lieu of the payment of said last mentioned amounts, upon filing with said Referee receipts of the proper municipal authorities showing payment thereof; that the balance of the amount

bid, after deducting therefrom the aforesaid amounts paid by the plaintiff for Referee's fees, advertising expenses, taxes, assessments, sewer rents and water rates shall be allowed to the Plaintiff and applied by said Referee upon the amounts due to the Plaintiff as specified in item marked "THIRD"; that if after so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due to the Plaintiff, the Plaintiff shall pay to the said Referee, upon delivery to Plaintiff of said Referee's deed, the amount of such surplus; that said Referee, upon receiving said several amounts from the Plaintiff, shall forthwith pay therefrom said taxes, assessments, sewer rents and water rates, with interest and penalties thereon, unless the same have already been paid, and shall then deposit the balance.

The said Referee shall take the receipt of the Plaintiff, or the attorneys for the Plaintiff, for the amounts paid as directed in the item "THIRD" above, and file it with his/her report of sale; that he/she deposit the surplus monies, if any, with the Queens County Clerk within five days after the same shall be received and be ascertainable, to the credit to this action, to be withdrawn only on an order of this Court, signed by a Justice of this Court. The Referee shall make his/her report of such sale under oath showing the disposition of the proceeds of the sale and accompanied by the vouchers of the persons to whom payments were made, and shall file it with the Queens County Clerk within thirty days after completing the sale and executing the proper conveyance to the purchaser, and that if the proceeds of such sale be insufficient to pay the amount reported due to the Plaintiff with interest and costs as aforesaid, the said Referee shall specify the amount of such deficiency in his/her report of sale; that the Plaintiff shall recover from the Defendant(s) SHAZAM HUSAIN the whole deficiency or

so much thereof as this Court may determine to be just and equitable of the residue of the mortgage debt remaining unsatisfied after a sale of the mortgaged premises and the application of the proceeds thereof, provided a motion for a deficiency judgment shall be made as prescribed by section 1371 of Real Property Actions and Proceedings Law within the time limited therein, and the amount thereof is determined and awarded by an order of this Court as provided for in said section; and it is further

ORDERED, ADJUDGED, and DECREED, that the purchaser or purchasers at said sale be let into possessions on production or delivery of the Referee's deed or deeds; and it is further

ORDERED, ADJUDGED, and DECREED, that each and all of the Defendants in this action and all persons claiming under them, or any or either of them, after the filing of such notice of pendency of this action, be and they are hereby forever barred and foreclosed of all rights, claim, lien, title, interest, and equity of redemption in said mortgaged premises and each and every part thereof; and it is further

ORDERED, ADJUDGED, and DECREED, that said premises is to be sold in one parcel in "as is" physical order and condition, subject to any state of facts that an inspection of the premises would disclose; any state of facts that an accurate survey of the premises would show; any covenants, restrictions, declarations, reservations, easements, rights of way and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the mortgaged premises is located and possible violations of same; any rights of tenants or persons in possessions of the subject premises; prior, liens of record, if any, except those liens addressed in section 1354 of the Real

Schedule A Description

Title Number EAM23175Q

Page 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, County of Queens and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Rockaway Boulevard, (New Line) distant 40.30 feet West of 133rd Street;

RUNNING THENCE southerly parallel with or nearly so with 133rd Street, 104.25;

THENCE westerly at right angles to the last mentioned course, 20 feet;

THENCE northerly at right angles to the last mentioned course, 106.21 feet and part of the distance through a party wall to the southerly side of Rockaway Boulevard (New Line); and

THENCE easterly along the said southerly side of Rockaway Boulevard, 20.15 feet to the point or place of BEGINNING.

Property Actions and Proceedings Law; any equity of redemption of the UNITED STATES OF AMERICA to redeem the premises within 120 days from the date of sale; and it is further

ORDERED, ADJUDGED, and DECREED, that a copy of this Judgment 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.

Said premises commonly known as 132-18 ROCKAWAY BLVD., SOUTH OZONE PARK, N.Y. 11420. A description of said mortgaged premises is annexed hereto and made a part hereof as Schedule "A".

ENTER:

JUSTICE SUPREME COURT

Justice of the Supreme Court

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY,

Plaintiff,

AFFIRMATION OF
REGULARITY

-against-

INDEX # 712009/2016

SHAZAM HUSAIN, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE, NEW
YORK STATE DEPARTMENT OF TAXATION AND
FINANCE, AMERICAN EXPRESS BANK FSB,
CITIBANK, N.A., NYC DEPARTMENT OF
FINANCE, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD

Defendants.

VINCENT P. SURICO affirms and says that he is an attorney and a member of the firm of De ROSE & SURICO, the attorneys for the Plaintiff herein, and that this action was brought to foreclose a mortgage upon real property known as 132-18 ROCKAWAY BLVD., SOUTH OZONE PARK, N.Y. 11420, and by reason of the failure of the Defendant(s), SHAZAM HUSAIN, to pay interest and installments of principal due upon the mortgage.

All of the Defendants have been served pursuant to the Civil Practice Law and Rules and that more than twenty (20) days have elapsed since service became completed, except as to the Defendants served pursuant to Section 308(2) or Section 308(4) of the Civil Practice Law and Rules, more than thirty (30) days have elapsed since such service became complete. That the defendant(s) SHAZAM HUSAIN have had mailed to them a copy of the Summons in this action pursuant to C.P.L.R. Section 3215 (g) (3) and an affidavit of mailing of said Summons is annexed hereto.

That none of the individual Defendants are in the Military Service as defined by the Military Law and the Soldier's and Sailor's Civil relief Act and that said defendant(s) are not

infants, absentees, or incompetents to the best of my knowledge, information or belief.

At the time of submission of the application of the appointment of a Referee to Compute, the usual affirmation of regularity setting forth all the facts with respect to the proceedings in this action was filed therewith.

Since the filing of said affirmation and the order made thereon, no defendant has appeared, answered or otherwise moved or pleaded and the action stands as of this date in the same position as it did on aforementioned date with respect to any defense, appearance or motions of any of the parties in this action.

By an Order of Reference dated May 3, 2017, RONNI GINSBERG was duly appointed Referee to Compute.

The Referee, RONNI GINSBERG has duly made her/his report bearing the date August 7, 2017.

The affidavits on file with the Clerk of this Court, indicate that the individual defendant(s) in default are not in the military as defined by the Military Law and the Soldier's and Sailor's Civil Relief Act, and that said defendant(s) are not infants, incompetents nor absentees.

This affirmation is made in support of Plaintiff's application for its reasonable attorney's fees in connection with the action, as provided for in subject mortgage. This firm has received no other fees in this matter.

That on August 7, 2006 the Plaintiff caused to be delivered to this firm the foreclosure file in this action, this firm has taken all proper action necessary to procure a Judgment of Foreclosure and Sale on behalf of the Plaintiff; including but not limited to:

* On August 7, 2006, when I received the mortgage file, including the mortgage, the note and the closing title from the plaintiff, I reviewed the file and ordered the mortgage foreclosure search. Total time spent was 1 and 1/2 hours.

* Upon receipt of the foreclosure search I reviewed the same and prepared the summons, verified complaint and notice of pendency, after reviewing same with plaintiff, I submitted the summons, verified complaint and notice of pendency to the title company for continuation and filing in the office of the QUEENS County Clerk. Total time spent 5 hours.

* After receiving the receipt of filing of the summons, verified complaint and notice of pendency from the Clerk of the County of QUEENS, I had copies of the summons and verified complaint prepared and submitted same to a process server and investigator and requested service on all defendants. Service was completed as required by CPLR. Total time spent including review of affidavits of service, was 1 hour and 1/2.

* On April 3, 2017 I prepared an Order to Appoint Referee to compute and submitted same to the Supreme Court Clerk together with

exhibits and Request for Judicial Intervention. Total time spent was 4 hours.

* Upon receipt of a conformed copy of the Order of the Hon. ALLEN B. WEISS, appointing RONNI GINSBERG, as Referee to compute, I then obtained from the plaintiff the figures and data necessary to compile the Bank's Testimony and the Schedule showing the amounts due, I prepared and submitted same to the Plaintiff for signature in the presence of a notary. Total time spent 1/2 hour.

* On July 28, 2017 I prepared the Referee's Report and Oath and Documentary Evidence and submitted the same to the Referee with a copy of the Order of reference and summons and verified complaint for signature with notary. Total time spent 3 hours and 1/2.

* Upon receipt of the signed Oath from the Referee I prepared a Judgment of Foreclosure and Sale and Bill of Costs and this Affirmation of Regularity. Total time spent 3 hours.

* Review of the signed Judgment; preparation of the Notice of Sale; arranging for publication and posting of the Notice of Sale and the Terms of Sale; receiving bidding instructions and appearing at the sale; Preparation of the Referee's Deed, Referee's Report of Sale, and the transfer tax return are expected to require an additional eighteen (18) to twenty (20) hours of time to conclude this action through sale.

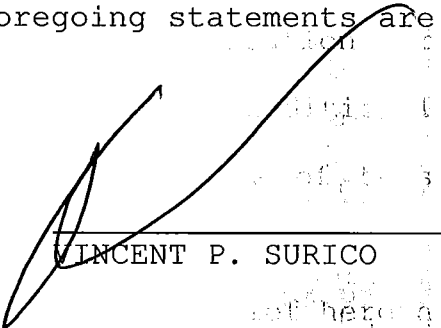
Therefore, I respectfully request an order fixing the reasonable value of the legal services of this firm in connection

with this action at \$6,250.00 and directing that said sum be added to the total amount due on the note and mortgage herein.

This affirmation is made to accompany the application for the Judgment of Foreclosure and Sale together with an additional allowance, legal fees, and the costs and disbursements of this action.

No previous application has been made for the relief herein sought.

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



VINCENT P. SURICO

Dated: Bayside, New York
August 16, 2017

EXHIBITS

A. Order of Reference

B. Note

*Mortgage
Assignment*

**C. Summons/Verified Complaint
Notice of Pendency of Action**

D. Attorney Affirmation

E. Conformed Copy of Oath of Referee

A



NYSCEF - Queens County Supreme Court Confirmation Notice



This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY - v. - SHAZAM HUSAIN et al

712009/2016

Assigned Judge: Allan B Weiss

Documents Received on 05/18/2017 12:46 PM

Doc #	Document Type	Motion #
17	NOTICE OF ENTRY Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	

Filing User

Name: **VINCENT PELLEGRINO SURICO**
 Phone #: _____ E-mail Address: **vps@deroseandsurico.com**
 Fax #: _____ Work Address: **21344 38TH AVE
BAYSIDE, NY 11361**

E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on 05/18/2017 12:46 PM:

SCHWARTZ, BETH PATRICIA - beth.schwartz@usdoj.gov
SURICO, VINCENT PELLEGRINO - vps@deroseandsurico.com

NOTE: If submitting a working copy of this filing to the court, you must include as a notification page firmly affixed thereto a copy of this Confirmation Notice.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court - apheffer@nycourts.gov
 Phone: 718-298-0173, 718-298-0601 Website: <https://www.nycourts.gov/COURTS/11jd/queensclerk>

NYSCEF Resource Center - EFile@nycourts.gov
 Phone: (646) 386-3033 Fax: (212) 401-9146 Website: www.nycourts.gov/efile

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY,

Plaintiff,

-against-

SHAZAM HUSAIN, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE, NEW
YORK STATE DEPARTMENT OF TAXATION AND
FINANCE, AMERICAN EXPRESS BANK FSB,
CITIBANK, N.A., NYC DEPARTMENT OF
FINANCE, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD,

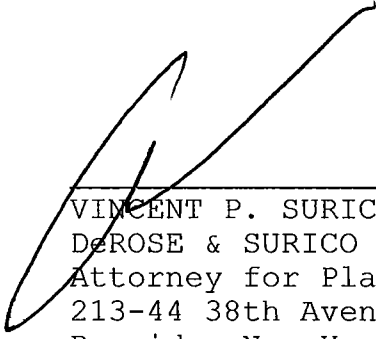
Defendant(s)

INDEX NO. 712009/2016

**NOTICE OF ENTRY
OF ORDER OF REFERENCE**

PLEASE TAKE NOTICE, that the within is a true copy of a **ORDER OF REFERENCE** entered in the Office of the Clerk of the within named Court on or about May 12, 2017.

DATED: May 16, 2017
Bayside, New York



VINCENT P. SURICO
DeROSE & SURICO
Attorney for Plaintiff
213-44 38th Avenue
Bayside, New York
(718) 279-2000

SEQUENCE NO

PART

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 the Courthouse located at: QUEENS COUNTY COURTHOUSE 88-11 SUTPHIN BOULEVARD JAMAICA, NEW YORK 11435

HON. ALLAN B. WEISS

On MAY 3, 2017

DATE

PRESENT: HON. _____, JUSTICE BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, Plaintiff. -against-

SHAZAM HUSAIN, THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, AMERICAN EXPRESS BANK FSB, CITIBANK, N.A., NYC DEPARTMENT OF FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD and "JOHN DOE" #1-10, "MARY DOE" #1-10, and "JANE DOE" #1-10, the names being fictitious, their true names being unknown to the plaintiff, persons intended being persons in possession of portions of the premises herein described, Defendants.

ORDER OF REFERENCE / AMENDMENT Index # 712009/2016

COMMERCIAL PROPERTY

FILED & RECORDED

MAY 12 2017

COUNTY CLERK QUEENS COUNTY

UPON the Summons, duly Verified Complaint and Notice of Pendency of Action all duly filed, and upon reading and filing the annexed Affirmation of Vincent P. Surico, dated April 3, 2017, and the annexed Affidavit of Nicole Currey, Supervisor of Bayview Loan Servicing, LLC, servicing agent and attorney-in-fact for the plaintiff herein, sworn to on September 30, 2016, and the Affidavits of Service and Notice of Appearance and Waiver annexed thereto, and on Motion of De ROSE & SURICO, attorneys for Plaintiff, it is hereby

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

ORDERED, that the names of the defendants herein sued as "JOHN DOE" #2, 4-10, "MARY DOE" #1-10, and "JANE DOE" #2-10, are unnecessary parties to these proceedings and I hereby request that they be dropped as party defendants herein and that the name(s) of the defendant(s) sued herein as "JOHN DOE" #2, 4-10, "MARY DOE" #1-10, and "JANE DOE" #2-10, be stricken from these proceedings and the defendant(s) sued herein as "JOHN DOE" #1 and 3 and "JANE DOE" #1 be changed to PETER JACKSON, SIGNATURE PROPERTY MANAGEMENT, NICOLE and all papers be amended accordingly without prejudice to the proceedings had herein.

NO
NEW
CAPTION

REF-

ORDERED, that RONNI GINSBERG, Esq. of 631
40 OAKWOOD RD 3N Telephone 622 2080
HUNTINGTON, NY 11743

be and he hereby is appointed Referee to ascertain and compute the amount due except for attorney's fees to the Plaintiff on the Bond and mortgage upon which this action is brought, and to report if the mortgaged premises may be sold in separate parcels, and the Referee complete his report to the Court with all convenient speed; 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, action 36.2 (c) ("Disqualifications from appointment"), and section 36.2 (d) ("Limitations on appointments based upon compensation") and it is further

ORDERED, that pursuant to CPLR 8003(a), (the statutory fee of ~~\$50.00~~) (In the discretion of the court fee of \$250), shall be paid to the Referee for the computation stage and upon the filing

A

NOTE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY,

INDEX NO. 712009/2016

Plaintiff,

-against-

AFFIDAVIT OF SERVICE

SHAZAM HUSAIN; et al.,

Defendant(s)

STATE OF NEW YORK)
COUNTY OF QUEENS) ss:

Elizabeth John, being duly sworn, deposes and says:

That deponent is not a part to this action and is over eighteen (18) years and resides at 213-44 38th Avenue, Bayside, N.Y.

That on May 18, 2017, deponent served a copy of the Notice of Entry for Order of Reference upon the following attorney(s) for the following defendants in this action:

SHAZAM HUSAIN
10 SOUTH DRIVE
BALDWIN, NEW YORK 11510

BETH P. SCHWARTZ, ESQ.
ATTORNEY FOR DEFENDANT, UNITED STATES OF AMERICA
271 CADMAN PLAZA EAST
BROOKLYN, NEW YORK 11201

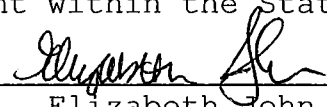
RONNI GINSBERG, ESQ.
40 OAKWOOD RD., 3N
HUNTINGTON, NEW YORK 11743

PETER JACKSON S/H/A JOHN DOE #1
132-18 ROCKAWAY BLVD., 2ND FLOOR
SOUTH OZONE PARK, N.Y. 11420

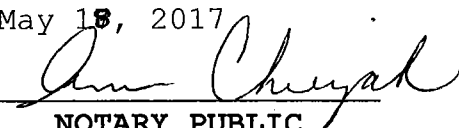
SIGNATURE PROPERTY MANAGEMENT S/H/A JOHN DOE #3
132-18 ROCKAWAY BLVD., 1ST FLOOR
SOUTH OZONE PARK, N.Y. 11420

NICOLE S/H/A JANE DOE #1
132-18 ROCKAWAY BLVD., 2ND FLOOR
SOUTH OZONE PARK, N.Y. 11420

said address being designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a post paid properly addressed wrapper in an official depository under the exclusive care and custody of the United states Post Office Department within the State of New York.


Elizabeth John

Sworn to before me on
May 18, 2017


NOTARY PUBLIC

ANN CHIEZAK
Notary Public, State Of New York
No. 01CH6034224
Qualified in Queens County
Commission Expires December 6, 2017

SUPREME COURT OF THE STATE OF NEW YORK:
COUNTY OF QUEENS:

BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
PLAINTIFF,
-AGAINST-

SHAZAM HUSAIN, THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, AMERICAN EXPRESS BANK FSB, CITIBANK, N.A., NYC DEPARTMENT OF FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, and "JOHN DOE" #1-10, "MARY DOE" #1-10, and "JANE DOE" #1-10, the name being fictitious, their true names being unknown to plaintiff, persons intended being persons in possession of portions of the premises described in the complaint in this action,
DEFENDANTS.

NOTICE OF ENTRY OF ORDER OF REFERENCE

DeROSE & SURICO
Attorneys for Plaintiff
213-44 38th Avenue
Bayside, New York 11361
(718) 279-2000
Fax (718) 279-2048

Pursuant to 22 NYCCR 130-1.1a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initialing pleading, (i) the matter was not obtained through illegal conduct, of that if it was, the attorney or the persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: May 16, 2017

Signature

Signer's Name: Vincent P. Surico, Esq.

B

ADJUSTABLE RATE PROMISSORY NOTE

{NEW YORK}

\$502,500.00

DATE: August 7, 2006

MATURES: September 1, 2021

FOR VALUE RECEIVED, Shazam Husain, as maker, whose address is 121-12 133rd Street, South Ozone Park, NY 11420 (the "Borrower"), hereby unconditionally, jointly and severally (if more than one), promises to pay to the order of Metwest Commercial Lender, Inc., A California Corporation as payee, having an address at 13191 Crossroads Pkwy, N #275, City of Industry, CA 91746 (the "Lender"), or at such other place as the holder hereof may from time to time designate in writing, the principal sum of Five Hundred Two Thousand Five Hundred and No/100 Dollars (\$502,500.00), in lawful money of the United States of America with interest thereon to be computed from the date of this Promissory Note ("Note") at the Applicable Interest Rate (defined below) in accordance with the terms of this Note.

- 1. ADJUSTABLE INTEREST.** Interest on the unpaid principal balance due hereunder shall accrue at an initial interest rate equal to Twelve And Seven Eighths Percent (12.875%) per annum (the "Applicable Interest Rate"). Thereafter the Applicable Interest Rate will be adjusted as follows: on a date which is twenty-four (24) months from the first day of the first calendar month preceding the initial Payment Date (defined below), and thereafter on a date six (6) months from the previous change date (each, a "Change Date"), the Applicable Interest Rate will adjust to reflect the then current "Prime Rate" plus Six And One Eighth Percent (6.125%). The Applicable Interest Rate will not be increased or decreased on the initial Change Date by more than two percent (2%), thereafter the Applicable Interest Rate will not be increased or decreased on any single Change Date by more than one percent (1%). During the term of this Note, the Applicable Interest Rate shall not be lower than the Applicable Interest Rate on the date hereof and shall, provided no Event of Default (defined below) has occurred (in such an event the "Default Rate", as hereinafter defined, will apply), not exceed the Applicable Interest Rate on the date hereof plus six percent (6%). For purposes hereof, the "Prime Rate" shall mean, at any time, the rate of interest quoted in the Wall Street Journal, Money Rates Section as the "Prime Rate" (currently defined as the base rate on corporate loans posted by at least 75% of the nation's thirty largest banks). In the event that the Wall Street Journal quotes more than one rate, or a range of rates as the Prime Rate, then the Prime Rate shall mean the average of the quoted rates. In the event that the Wall Street Journal ceases to publish the Prime Rate, then the Prime Rate shall be the average Prime Rate of the three largest U.S. money center commercial banks, as determined by Lender. Interest shall be computed on the actual number of days elapsed and an assumed year of 360 days.
- 2. PAYMENT TERMS.** Borrower agrees to pay sums due under this Note in payments of principal and interest. The initial monthly payment shall be in the amount of Six Thousand Three Hundred Seventy-Seven Dollars And Eighty-Four Cents (\$6,377.84). However, monthly payment amounts may change if there is a change in the Applicable Interest Rate. At the time of a change of the Applicable Interest Rate the new monthly payment shall be calculated based upon the principal balance of this Note on the applicable Change Date through the remaining term of the original fifteen (15) year amortization schedule, and the Applicable Interest Rate then in effect. The first installment of principal and interest shall be due on October 1, 2006, and additional payments

shall be due on the 1st day of each calendar month thereafter (each, a "Payment Date"). The entire principal balance and all accrued and unpaid interest thereon shall be due and payable on September 1, 2021 (the "Maturity Date"). Each installment payment shall be applied as follows: (i) first, to the payment of late charges and interest computed at the Default Rate (defined below), if applicable; (ii) second, to the payment of interest at the Applicable Interest Rate; and (iii) third, the balance toward the reduction of the principal balance.

3. **SECURITY.** This Note is secured by that certain Mortgage and Security Agreement, Deed of Trust and Security Agreement, or Deed to Secure Debt and Security Agreement, Assignment of Leases and Rents, and Security Agreement and Fixture Filing (the "Security Instrument") of even date herewith given by Borrower to Lender encumbering certain premises located in Queens County, Parish or Judicial District of the Commonwealth or State of NEW YORK, (the "Real Property") and the Other Security Documents (as defined in the Security Instrument) encumbering other property ("Other Property"), as more particularly described therein (the Real Property and the Other Property are hereinafter collectively referred to as the "Property").
4. **DEFAULT AND ACCELERATION.** If any payment required in this Note is not paid (a) prior to the fifth (5th) day after a Payment Date, (b) on the Maturity Date or (c) on the happening of any other default, after the expiration of any applicable notice and grace periods, herein or under the terms of the Security Instrument or any of the Other Security Documents (collectively, an "Event of Default"), and Lender declares an Event of Default, then, at the option of Lender (i) the whole of the principal sum of this Note; (ii) interest, default interest, late charges and other sums, as provided in this Note, the Security Instrument or the Other Security Documents; (iii) all other monies agreed or provided to be paid by Borrower in this Note, the Security Instrument or the Other Security Documents; (iv) all sums advanced pursuant to the Security Instrument to protect and preserve the Property and any lien and security interest created thereby; (v) all sums advanced and costs and expenses incurred by Lender in connection with the Debt (defined below) or any part thereof, any renewal, extension, or change of or substitution for the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Borrower or Lender; (vi) the Prepayment Consideration (defined below), if any; and (vii) any and all additional advances made by Lender to complete Improvements (as defined in the Security Instrument) or to preserve or protect the Property, or for taxes, assessments or insurance premiums, or for the performance of any of Borrower's obligations hereunder or under the Security Instrument and the Other Security Documents (all the sums referred to in (i) through (vii) above shall collectively be referred to as the "Debt") shall without notice become immediately due and payable.
5. **DEFAULT INTEREST.** Borrower agrees that upon the occurrence (and Lender's declaration) of an Event of Default, Lender shall be entitled to receive and Borrower shall pay interest on the entire unpaid principal sum at a per annum rate equal to the lesser of (i) ten percent (10%) plus the Applicable Interest Rate, or (ii) the maximum interest rate which Borrower may by law pay (the "Default Rate"), and shall be due and payable ON DEMAND. The Default Rate shall be computed from the occurrence of the Event of Default. Interest calculated at the Default Rate shall be deemed secured by the Security Instrument and the Other Security Documents. Any judgment obtained by Lender against Borrower as to any amounts due under this Note shall also bear interest at the Default Rate. This clause, however, shall not be construed as an agreement or privilege to extend the date of the payment of the Debt, nor as a waiver of any other right or remedy accruing to Lender by reason of the occurrence of any Event of Default.

6. LATE CHARGE. If any monthly installment payable under this Note is not paid prior to the fifth (5th) day after the applicable Payment Date, Borrower shall pay to Lender upon demand an amount equal to the lesser of (a) five percent (5%) of such unpaid sum or (b) the maximum amount permitted by applicable law to defray the expenses incurred by Lender in handling and processing the delinquent payment and to compensate Lender for the loss of the use of the delinquent payment; and this amount shall be secured by the Security Instrument and the Other Security Documents. This clause, however, shall not be construed as an agreement or privilege to extend the date of the payment of the Debt, nor as a waiver of any other right or remedy accruing to Lender by reason of the occurrence of any Event of Default.

7. PREPAYMENT.

- a. Lockout Period : Borrower shall not be permitted to make any full or partial prepayment of the principal balance of this Note (a "Prepayment") prior to that date that is twenty-four (24) months after the date of this Note (the "Lockout Period"). If, for any reason, a Prepayment is made during the Lockout Period (a "Lockout Prepayment"), Borrower shall, simultaneously therewith, be obligated to pay: (i) the aggregate amount of interest which would have accrued on the unpaid principal balance of this Note from the date of such Lockout Prepayment through the expiration date of the Lockout Period (the "Lockout Fee"), plus (ii) all amounts specified in Section 7(b) below).
- b. Prepayment Period: At any time during the Prepayment Period (as defined below), the principal balance of this Note may be prepaid in whole, but not in part, pursuant to the terms contained in this Section 7. If Borrower makes any Prepayment within the first Five years after the date of this Note (the "Prepayment Period"), the Borrower shall be obligated to pay to Lender the following amounts:
 - (i) an amount equal to Five percent (5%) of the then outstanding unpaid principal balance of this Note (the "Prepayment Consideration"); and
 - (ii) all accrued interest on the outstanding principal balance to and including date on which the Prepayment is made; and
 - (iii) all other sums due under this Note, the Security Instrument and all Other Security Documents.
- c. Prepayments Without Consideration: No Prepayment Consideration or Lockout Fee (if any) shall be due or payable with respect to any full or partial Prepayment made by Borrower after the expiration of the Prepayment Period.
- d. Notice of Prepayment: Prior to making any Prepayment, Borrower must provide Lender with not less than sixty (60) days advance written notice of Borrower's intent to make such Prepayment. Such notice must specify: (i) the date on which Prepayment is to be made, and (ii) the principal amount of such Prepayment. Lender shall not be obligated to accept any Prepayment unless it is accompanied by all other amounts due in connection therewith.
- e. Permitted Prepayment Date : Borrower may only make a Prepayment on a regularly scheduled Payment Date (as defined in Section 2 of this Note). Lender shall not be

required to accept any Prepayment made on a date other than a regularly scheduled Payment Date. If Borrower submits a Prepayment on any date other than a regularly scheduled Payment Date, then Borrower shall be required to pay all interest that would have accrued through the next scheduled Payment Date.

- f. Insurance/Condemnation Prepayments: Notwithstanding anything to the contrary contained herein, and provided no Event of Default exists, no Prepayment Consideration shall be due in connection with any Prepayment resulting from the application of insurance proceeds or condemnation awards pursuant to the terms of the Security Instrument or changes in tax and debt credit pursuant to the terms of the Security Instrument.

For purposes of this Section 7, the terms "Lockout Prepayment" and "Prepayment" shall include, without limitation, any prepayment of principal that occurs as a result of any Event of Default in any of the Loan Documents or an acceleration of the Maturity Date under any circumstances, any prepayment of principal occurring in connection with foreclosure proceedings or exercise of any applicable power of sale, any statutory right of redemption exercised by Borrower or any other party having a statutory right to redeem or prevent foreclosure, any sale in foreclosure or under exercise of any applicable power of sale, deed in lieu of foreclosure or otherwise, and any other voluntary or involuntary prepayment of principal made by Borrower.

8. LOAN CHARGES. Borrower agrees to an effective rate of interest that is the rate stated in this Note, plus any additional rate of interest resulting from any other sums, amounts, and charges in the nature of interest paid or to be paid by or on behalf of Borrower, or any benefit or value received or to be received by the holder of this Note, in connection with this Note. Without limiting the foregoing, this Note, the Security Instrument and the Other Security Documents are subject to the express condition that at no time shall Borrower be obligated or required to pay interest on the principal balance due hereunder at a rate which could subject Lender to either civil or criminal liability as a result of being in excess of the maximum interest rate which Borrower is permitted by applicable law to contract or agree to pay. If by the terms of this Note, the Security Instrument and the Other Security Documents, Borrower is at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of such maximum rate, the Applicable Interest Rate or the Default Rate, as the case may be, shall be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder, and any excess remaining shall be refunded to Borrower. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the Debt, shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated period until payment in full of the principal (including the period of any renewal or extension hereof) so that the rate or amount of interest on account of the Debt does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Debt for so long as the Debt is outstanding. In determining whether or not the interest paid or payable hereunder exceeds the maximum lawful rate, the Lender may utilize any law, rule or regulation in effect from time to time and available to the Lender.
9. WAIVERS. Borrower and all others who may become liable for the payment of all or any part of the Debt do hereby severally waive, to the extent allowed by law, (a) presentment and demand for payment, notice of dishonor, protest and notice of protest and non-payment and all other notices of any kind, except for notices expressly provided for in this Note, the Security Instrument or the Other Security Documents and (b) any defense of the statute of limitations in any action

hereunder or for the collection of the Debt. No release of any security for the Debt or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note, the Security Instrument or the Other Security Documents made by agreement between Lender or any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrower, and any other person or entity who may become liable for the payment of all or any part of the Debt, under this Note, the Security Instrument or the Other Security Documents. No notice to or demand on Borrower shall be deemed to be a waiver of the obligation of Borrower or of the right of Lender to take further action without further notice or demand as provided for in this Note, the Security Instrument or the Other Security Documents. If Borrower is a partnership, corporation or limited liability company, the agreements contained herein shall remain in full force and effect, notwithstanding any changes in the individuals or entities comprising the Borrower, and the term "Borrower," as used herein, shall include any alternate or successor entity, but any predecessor entity, and its partners or members, as the case may be, shall not thereby be released from any liability. (Nothing in the foregoing sentence shall be construed as a consent to, or a waiver of, any prohibition or restriction on transfers of interests in Borrower which may be set forth in the Security Instrument or any Other Security Document).

10. AUTHORITY. Borrower (and the undersigned representative of Borrower, if any) represents that Borrower has full power, authority and legal right to execute and deliver this Note, the Security Instrument and the Other Security Documents and that this Note, the Security Instrument and the Other Security Documents constitute legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms.
11. GOVERNING LAW. This Note shall be governed, construed, applied and enforced in accordance with the laws of the State in which the Real Property is located, without regard to principles of conflicts of law.
12. NOTICES. All notices required or permitted hereunder shall be given as provided in the Security Instrument.
13. INCORPORATION BY REFERENCE. All of the terms, covenants and conditions contained in the Security Instrument and the Other Security Documents are hereby made part of this Note to the same extent and with the same force as if they were fully set forth herein. In the event of any conflict in terms, the terms of the Note, Security Instrument and Other Security Documents (in that order) shall control.
14. MISCELLANEOUS.
 - a. To the extent permitted by law, wherever pursuant to this Note it is provided that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable legal fees and disbursements of Lender, whether with respect to retained firms, the reimbursement for the expenses of in-house staff, or otherwise. To the extent permitted by law, Borrower shall pay to Lender on demand any and all expenses, including legal expenses and reasonable attorneys fees (at all levels including appeals), incurred or paid by Lender in enforcing this Note, whether or not any legal proceeding is commenced hereunder, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower.

- b. This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
 - c. If Borrower consists of more than one person or party, the obligations and liabilities of each person or party shall be joint and several.
 - d. Whenever used, the singular number shall include the plural, the plural number shall include the singular, and the words "Lender" and "Borrower" shall include their respective successors, assigns, heirs, personal representatives, executors and administrators.
 - e. The headings of this Note are for convenience only and are not to affect the construction of or to be taken into account in interpreting the substance of this Note.
 - f. Time is of the essence hereunder.
 - g. A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and a determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. The remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.
15. DOCUMENTARY STAMPS. All documentary stamps or taxes required to be affixed hereto have been paid in connection with this Note at the time of recordation of the Security Instrument.
16. FINAL AGREEMENT. This Note, the Security Instrument and the Other Security Documents, represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between the parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Note, the Security Instrument and the Other Security Documents.
17. POWER OF ATTORNEY. To the extent permitted by applicable law, Borrower hereby irrevocably authorizes any attorney at law elected by Lender to appear for it in any action on this Note in any court of record in the State of NEW YORK or any other state or territory of the United States, or at any time after the indebtedness evidenced by this Note, or any part thereof becomes due (by acceleration or otherwise), to waive the issuance and service of process, and confess a judgment in favor of Lender or any subsequent holder of this Note against Borrower, for the amount that may then be due, together with the costs of suit and interest, and to waive and release all errors and all rights to second trial, appeal, and stay of execution. The foregoing warrant of attorney shall survive any judgment, and if any judgment be vacated for any reason, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against Borrower.
18. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER, BY ITS ACCEPTANCE HEREOF, EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM,

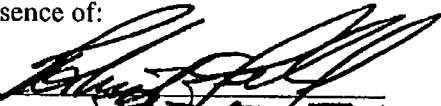
WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THIS NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THIS NOTE, THIS NOTE, THE SECURITY INSTRUMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF ANY PARTY OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH. THIS WAIVER OF THE RIGHT TO TRIAL BY JURY IS A MATERIAL INDUCEMENT TO THE LENDER FOR THE LENDER TO MAKE THE LOAN.


READ ALL CREDIT AGREEMENTS BEFORE SIGNING. THE TERMS OF ALL CREDIT AGREEMENTS SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED OR SPECIFICALLY INCORPORATED BY WRITING IN THIS WRITTEN CREDIT AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS NOTE ONLY BY OTHER WRITTEN CREDIT AGREEMENTS.

[NO FURTHER TEXT - SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the day and date first above written.

Signed, sealed and delivered
in the presence of:


Print Name: Robert (R)

Borrower:

Shazam Husain

Print Name: _____

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE
REFERRED TO BELOW:

BORROWER: Shazam Husain
LENDER: Metwest Commercial Lender, Inc., A California Corporation
DATED: August 7, 2006
ORIGINAL PRINCIPAL BALANCE: \$502,500.00

PAY TO THE ORDER OF:

WITHOUT RECOURSE:

Metwest Commercial Lender, Inc., A California Corporation

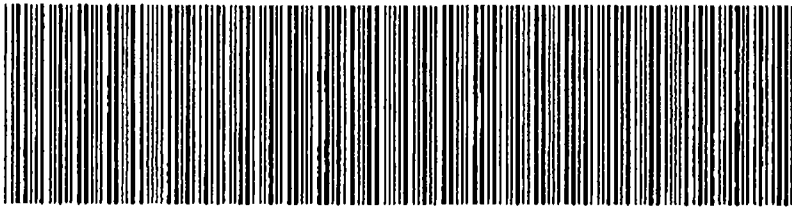
By: Marta Villegas

Print Name: Marta Villegas

Title: C.O.O.

**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.



2006081100532001001EFD2A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 36

Document ID: 2006081100532001

Document Date: 08-07-2006

Preparation Date: 08-11-2006

Document Type: MORTGAGE

Document Page Count: 35

PRESENTER:

EAM LAND SERVICES, INC.
6901 JERICHO TURNPIKE
SYOSSET, NY 11791
516-677-9757

RETURN TO:

BAYVIEW LOAN SERVICING, LLC
C/O NATIONWIDE TITLE CLEARING, INC.
2100 ALT 19 NORTH
PALM HARBOR, FL 34683

PROPERTY DATA

Borough	Block Lot	Unit	Address
QUEENS	11756 3	Entire Lot	132-18 ROCKAWAY BOULEVARD
Property Type: 1-3 FAMILY WITH STORE / OFFICE			

CROSS REFERENCE DATA

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

PARTIES

MORTGAGER/BORROWER:

SHAZAM HUSAIN
121-12 133RD STREET
SOUTH OZONE PARK, NY 11420

MORTGAGEE/LENDER:

METWEST COMMERCIAL LENDER, INC.
13191 CROSSROAD PKWY, N# 275
CITY OF INDUSTRY, CA 91746

FEEES AND TAXES

Mortgage		Recording Fee: \$	212.00
Mortgage Amount:	\$ 502,500.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$ 502,500.00	NYC Real Property Transfer Tax Filing Fee:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$ 2,512.50		
City (Additional):	\$ 5,653.13		
Spec (Additional):	\$ 1,256.25		
TASF:	\$ 0.00		
MTA:	\$ 1,507.50		
NYCTA:	\$ 3,140.63		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 14,070.01		

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

Recorded/Filed 09-18-2006 15:02

City Register File No.(CRFN):

2006000524602

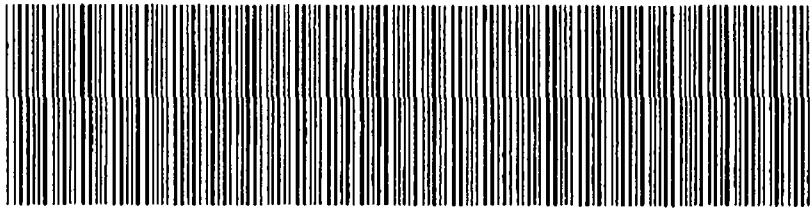


Gaetano M. Hill

City Register Official Signature

**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.



2006081100532001001EFD2A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 36

Document ID: 2006081100532001
Document Type: MORTGAGE
Document Page Count: 35

Document Date: 08-07-2006

Preparation Date: 08-11-2006

PRESENTER:
EAM LAND SERVICES, INC.
6901 JERICHO TURNPIKE
SYOSSET, NY 11791
516-677-9757

RETURN TO:
BAYVIEW LOAN SERVICING, LLC
C/O NATIONWIDE TITLE CLEARING, INC.
2100 ALT 19 NORTH
PALM HARBOR, FL 34683

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	11756	3	Entire Lot	132-18 ROCKAWAY BOULEVARD

Property Type: 1-3 FAMILY WITH STORE / OFFICE

CROSS REFERENCE DATA

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

PARTIES

MORTGAGER/BORROWER:
SHAZAM HUSAIN
121-12 133RD STREET
SOUTH OZONE PARK, NY 11420

MORTGAGEE/LENDER:
METWEST COMMERCIAL LENDER, INC.
13191 CROSSROAD PKWY, N# 275
CITY OF INDUSTRY, CA 91746

FEES AND TAXES

Mortgage		Recording Fee: \$	212.00
Mortgage Amount:	\$ 502,500.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$ 502,500.00	NYC Real Property Transfer Tax Filing Fee:	\$ 0.00
Exemption:			
TAXES: County (Basic):	\$ 2,512.50	NYS Real Estate Transfer Tax:	\$ 0.00
City (Additional):	\$ 5,653.13		
Spec (Additional):	\$ 1,256.25		
TASF:	\$ 0.00		
MTA:	\$ 1,507.50		
NYCTA:	\$ 3,140.63		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 14,070.01		

UPON RECORDING RETURN TO:

Bayview Loan Servicing, LLC
c/o Nationwide Title Clearing, Inc.,
Attn: Final Docs Unit
2100 Alt 19 North
Palm Harbor, FL 34683
(800) 346-9152

MORTGAGE AND SECURITY AGREEMENT
{ NEW YORK }

Shazam Husain

as Mortgagor
(Borrower)

To
Metwest Commercial Lender, Inc., A
California Corporation

as Mortgagee
(Lender)

SECTION:
COUNTY: *Queens*
BLOCK: *11756*
LOT: *3*

THIS MORTGAGE AND SECURITY AGREEMENT SECURES THE PRINCIPAL AMOUNT OF \$502,500.00 TOGETHER WITH ANY INTEREST THEREON AND ANY MONIES ADVANCED BY LENDER (AS HEREINAFTER DEFINED) TO PROTECT AND PRESERVE THE LIEN OF THIS MORTGAGE AND SECURITY AGREEMENT, INCLUDING, BUT NOT LIMITED TO, (A) REAL ESTATE TAXES, (B) WATER AND SEWER ASSESSMENTS, (C) ATTORNEYS' FEES AND (D) INSURANCE PREMIUMS AND DOES NOT, AND MAY NOT, SECURE UNDER ANY CONTINGENCY ANY FURTHER INDEBTEDNESS IN EXCESS OF THE PRINCIPAL AMOUNT, TOGETHER WITH ANY INTEREST THEREON AND ANY MONIES ADVANCED BY LENDER TO PROTECT AND PRESERVE THE LIEN OF THIS MORTGAGE AND SECURITY AGREEMENT, INCLUDING, BUT NOT LIMITED TO, (A) REAL ESTATE TAXES, (B) WATER AND SEWER ASSESSMENTS, (C) ATTORNEYS' FEES AND (C) INSURANCE PREMIUMS.

THIS MORTGAGE AND SECURITY AGREEMENT (the "Security Instrument") is made as of August 7, 2006, by Shazam Husain, whose address is 121-12 133rd Street, South Ozone Park, NY 11420, as mortgagor ("Borrower") to Metwest Commercial Lender, Inc., A California Corporation, whose address is 13191 Crossroads Pkwy, N #275, City of Industry, CA 91746, as mortgagee ("Lender").

RECITALS:

Borrower by its Promissory Note of even date herewith given to Lender is indebted to Lender in the principal sum of Five Hundred Two Thousand Five Hundred and No/100 Dollars (\$502,500.00) in lawful money of the United States of America (the Note together with all extensions, renewals, modifications, substitutions and amendments thereof shall collectively be referred to as the "Note"), with interest from the date thereof at the rates set forth in the Note, principal and interest to be payable in accordance with the terms and conditions provided in the Note and with a maturity date of September 1, 2021.

By its execution hereof, Borrower desires to secure the payment of the Debt (hereinafter defined) and the performance of all of its obligations under the Note and the Other Obligations (hereinafter defined) and any and all other indebtedness now or hereafter owing by Borrower to Lender.

ARTICLE 1. - GRANTS OF SECURITY

Section 1.1. **PROPERTY MORTGAGED.** Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Lender with mortgage covenants upon the Statutory Condition and, as provided and/or authorized by applicable law, with the STATUTORY POWER OF SALE, and grant a security interest to Lender in, the following property, rights, interests and estates now owned, or hereafter acquired by Borrower to the fullest extent permitted by applicable law (collectively, the "Property"):

132-18 Rocaway Blvd. South Ozone Park, NY 11420
(a) **Land.** The real property described in *Exhibit "A"* attached hereto and made a part hereof (the "Land");

(b) **Additional Land.** All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) **Improvements.** The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) **Easements.** All easements, servitudes rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) **Fixtures and Personal Property.** All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) trade fixtures and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, including without limitation, letter of credit rights, deposit accounts, payment intangibles, investment property, electronic chattel paper, timber to be cut and farm animals and, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the

Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument, and all proceeds and products of all of the above;

(f) Leases and Rents. All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Borrower of any petition for relief under Creditors Rights Laws (hereinafter defined) (the "Leases") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, room revenues, accounts, accounts receivable, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Creditors Rights Laws (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(h) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default (hereinafter defined), to receive and collect any sums payable to Borrower thereunder;

(m) Intangibles. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other intellectual property rights and general intangibles relating to or used in connection with the operation of the Property;

(n) Cash and Accounts. Cash and Accounts. All cash funds, deposit accounts and other rights and evidence of rights to cash, all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, or claims now or hereafter held, created or otherwise capable of credit to the Debtor/Borrower; and

(o) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (n) above.

Section 1.2. ASSIGNMENT OF LEASES AND RENTS. Borrower hereby absolutely and unconditionally assigns to Lender Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Notwithstanding the foregoing, Lender grants to Borrower a revocable license to collect and receive the Rents. Borrower shall hold a portion of the Rents sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

Section 1.3. **SECURITY AGREEMENT.** This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Personal Property as well as all other property and interests set forth in Section 1.1 herein to the full extent that the same may be subject to the Uniform Commercial Code. If required by Lender, Borrower shall execute UCC-1 Financing Statements covering said property for filing with the appropriate county and/or state filing offices. In any event, Lender is permitted to unilaterally file a UCC-1 Financing Statement covering all of the Property.

Section 1.4. **PLEDGE OF MONIES HELD.** Borrower hereby pledges to and grants a continuing security interest in favor of Lender any and all monies now or hereafter held by Lender, including, without limitation, any sums deposited in the Escrow Fund (hereinafter defined), Net Proceeds (hereinafter defined) and condemnation awards or payments (hereinafter described) as additional security for the Obligations until expended or applied as provided in this Security Instrument.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property to the use and benefit of Lender, and the successors and assigns of Lender, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note and this Security Instrument, shall perform the Other Obligations as set forth in this Security Instrument and shall abide by and comply with each and every covenant and condition set forth herein and in the Note, these presents and the estate hereby granted shall cease, terminate and be void, except to the extent any provision herein provides that it shall survive the repayment of the obligations.

ARTICLE 2. - DEBT AND OBLIGATIONS SECURED

Section 2.1. **DEBT.** This Security Instrument and the grants, assignments and transfers made pursuant to the terms hereafter are given for the purpose of securing the payment of the following, in such order of priority as Lender may determine in its sole discretion (the "Debt"):

- (a) the indebtedness evidenced by the Note in lawful money of the United States of America;
- (b) interest, default interest, late charges and other sums, as provided in the Note, this Security Instrument or the Other Security Documents (hereinafter defined);
- (c) the Prepayment Consideration (defined in the Note), if any;
- (d) all other monies agreed or provided to be paid by Borrower in the Note, this Security Instrument or the Other Security Documents (hereinafter defined);
- (e) all sums advanced pursuant to this Security Instrument to protect and preserve the Property and the lien and the security interest created hereby; and
- (f) all sums advanced and costs and expenses incurred by Lender in connection with the Debt or any part thereof, any renewal, extension, or change of or substitution for the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Borrower or Lender; and
- (g) any and all additional advances made by Lender to complete Improvements or to preserve or protect the Property, or for taxes, assessments or insurance premiums, or for the performance of any of Borrower's obligations hereunder or under the Other Security Documents (hereinafter defined).

Section 2.2. **OTHER OBLIGATIONS.** This Security Instrument and the grants, assignments and transfers made pursuant to the terms hereof are also given for the purpose of securing the performance of the following (the "Other Obligations"):

- (a) all other obligations of Borrower contained herein;

- (b) each obligation of Borrower contained in the Note and in the Other Security Documents; and
- (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, this Security Instrument or the Other Security Documents.
- (d) any and all other indebtedness now or hereafter owing by Borrower to Lender.

Section 2.3. **DEBT AND OTHER OBLIGATIONS.** Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively as the "Obligations."

Section 2.4. **PAYMENTS.** Unless payments are made in the required amount in immediately available funds at the place where the Note is payable, remittances in payment of all or any part of the Debt shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Lender in funds immediately available at the place where the Note is payable (or any other place as Lender, in Lender's sole discretion, may have established by delivery of written notice thereof to Borrower) and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks; provided, however, Lender shall not be required to accept payment for any Obligation in cash. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

ARTICLE 3. - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1. **PAYMENT OF DEBT AND PERFORMANCE OF OBLIGATIONS.** Borrower will pay the Debt at the time and in the manner provided in the Note and in this Security Instrument; without relief from valuation or appraisal laws, and shall promptly and fully perform all of the Obligations in this Security Agreement and the Other Security Documents (hereinafter defined).

Section 3.2. **INCORPORATION BY REFERENCE.** All the covenants, conditions and agreements contained in (a) the Note and (b) all and any of the documents other than the Note or this Security Instrument now or hereafter executed by Borrower and/or others and by or in favor of Lender, which wholly or partially secure or guaranty payment of the Note or are otherwise executed and delivered in connection with the Loan (the "Other Security Documents") are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3. **INSURANCE.** Borrower shall maintain with respect to the Property at all times, insurance against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis including specifically windstorm and/or hail damage, in an amount not less than the replacement cost thereof, naming Lender as loss payee and additional insured; (ii) if the Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated there under, flood insurance is required in the amount equal to the lesser of the loan amount or the maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the improved structure, naming Lender as additional insured and loss payee; and (iii) liability insurance providing coverage in such amount as Lender may require but in no event less than \$500,000.00 naming Lender as an additional insured; and (iv) such other insurances as Lender may reasonably require from time to time.

All casualty insurance policies shall contain an endorsement or agreement by the insurer in form satisfactory to Lender that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Borrower and the further agreement of the insurer waiving rights of subrogation against Lender, and rights of set-off, counterclaim or deductions against Borrower.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts satisfactory to Lender. At least 30 days prior to the expiration of such policy, Borrower shall furnish Lender with evidence satisfactory to Lender that such policy has been renewed or replaced. All such policies shall provide that the policy will not be canceled or materially amended without at least 30 days prior written notice to Lender. In the event Borrower fails to provide, maintain, keep in force and furnish to Lender the policies of insurance in such amounts, at such premium, for such risks and by such means as Lender chooses, then Lender may procure such insurance at Borrower's sole cost and expense, provided Lender shall have no responsibility to obtain any insurance, but if Lender does obtain insurance, Lender shall have no responsibility to assure that the insurance obtained shall be adequate or provide any

protection to Borrower.

In the event of a foreclosure of the Security Instrument or other transfer of title to the Property in extinguishment in whole or in part of the Debt, all right, title and interest of Borrower in and to the Policies then in force concerning the Property, to the extent assignable, and all proceeds payable thereunder shall thereupon vest in Lender or the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

Notwithstanding the provisions of Subdivision 4 of Section 254 of the New York Real Property Law, the Mortgagee shall be entitled to retain and apply the proceeds of any insurance, whether against fire or other hazard, to the payment of the indebtedness secured hereby, or, if the Mortgagee in its sole discretion shall so elect, the Mortgagee may, on terms it deems appropriate, hold any or all of such proceeds for application to payment of the cost of restoration; further, notwithstanding anything contained in Subdivision 4 of Section 254 of the New York Real Property Law to the contrary notwithstanding, no trust shall be created by the receipt by the Mortgagee of any proceeds of insurance, but only a debtor-creditor relationship between the Mortgagee and the Owner for an amount equal to but not in excess of such proceeds which the Mortgagee shall be entitled to dispose of as herein provided, nor shall there be any obligations on the Mortgagee to pay any interest thereon

Section 3.4. PAYMENT OF TAXES, ETC.

(a) Borrower shall promptly pay by the date same are initially payable all taxes, assessments, impact fees, levies, inspection and license fees, water rates, sewer rents and other governmental impositions, including, without limitation, vault and meter charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Taxes") not paid from the Escrow Fund (hereinafter defined), all ground rents, maintenance charges and similar charges, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Other Charges"), and all charges for utility services provided to the Property as same become due and payable. Borrower will deliver to Lender, receipts or other, evidence satisfactory to Lender that the Taxes, Other Charges and utility service charges have been so paid or are not then delinquent. Borrower shall not suffer and shall promptly cause to be paid and discharged any lien or charge whatsoever, which may be or become a lien or charge against the Property, except to the extent sums sufficient to pay all Taxes and Other Charges have been deposited with Lender in accordance with the terms of this Security Instrument.

(b) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Taxes, provided that (i) no Event of Default has occurred and is continuing under the Note, this Security Instrument or any of the Other Security Documents, (ii) Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Taxes from Borrower and from the Property or Borrower shall have paid all of the Taxes under protest, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Borrower is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost and (vi) Borrower shall have deposited with Lender adequate reserves (determined by Lender in its sole discretion) for the payment of the Taxes, together with all interest and penalties thereon, unless Borrower has paid all of the Taxes under protest, and Borrower shall have furnished such other security as may be required in the proceeding, or as may be reasonably requested by Lender to insure the payment of any contested Taxes, together with all interest and penalties thereon, taking into consideration the amount in the Escrow Fund available for payment of Taxes.

Section 3.5. ESCROW FUND. In addition to the initial deposits with respect to Taxes and Insurance Premiums made by Borrower to Lender on the date hereof to be held by Lender in escrow, Borrower shall pay to Lender on the first day of each calendar month (a) one-twelfth of an amount which would be sufficient to cover the payment of the Taxes payable, or estimated by Lender to be payable, during the next ensuing twelve (12) months and (b) one-twelfth of an amount which would be sufficient to pay the Insurance Premiums due for the renewal of the coverage afforded by the Policies upon the expiration thereof (the amounts in (a) and (b) above shall be called the "Escrow Fund"). Borrower agrees to notify Lender immediately of any changes to the amounts, schedules and instructions for payment of any Taxes and Insurance Premiums of which it has or obtains knowledge and authorizes Lender or its agent to obtain the bills for Taxes directly from the appropriate taxing authority. The Escrow Fund and the payments of interest or principal or both, payable pursuant to the Note shall be added together and shall be paid as an aggregate sum by Borrower to Lender. Provided there are sufficient amounts in the Escrow Fund and no Event of Default exists, Lender shall be obligated to pay the Taxes and Insurance Premiums as they become due on their respective due dates on behalf of Borrower by applying

the Escrow Fund to the payments of such Taxes and Insurance Premiums required to be made by Borrower. If the amount of the Escrow Fund shall exceed the amounts reasonably necessary for the payment of Taxes and Insurance Premiums, Lender shall, in its discretion, return any excess to Borrower or credit such excess against future payments to be made to the Escrow Fund. In allocating such excess, Lender may deal with the person shown on the records of Lender to be the owner of the Property. If the Escrow Fund is not sufficient to pay the items set forth in (a) and (b) above as and when they are due, Borrower shall promptly pay to Lender, upon demand, an amount which Lender shall reasonably estimate as sufficient to make up the deficiency. Unless otherwise required by applicable state or federal law, the Escrow Fund shall not constitute a trust fund and may be commingled with other monies held by Lender. Unless otherwise required by applicable state or federal law, no earnings or interest on the Escrow Fund shall be payable to Borrower. Upon payment in full of the Debt, and full performance of the Obligations, the funds remaining in the Escrow Fund, if any, shall be paid to the record owner of the Land encumbered by the lien of this Security Instrument within a reasonable time following the date of such full payment and performance.

Section 3.6. CONDEMNATION. Borrower shall promptly give Lender notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Lender copies of any and all papers, documents, surveys and correspondence served or received in connection with such proceedings. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), Borrower shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and in this Security Instrument and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by Lender, after the deduction of expenses of collection, to the reduction or discharge of the Debt. Lender shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided in the Note. Borrower hereby assigns and shall cause all awards and payments made in any condemnation or eminent domain proceeding, to be paid directly to Lender. Lender may apply any award or payment to the reduction or discharge of the Debt whether or not then due and payable. If the Property is sold, through foreclosure or otherwise, prior to the receipt by Lender of the award or payment, Lender shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive the award or payment, or a portion thereof sufficient to pay the Debt. In addition, Borrower authorizes Lender, at Lender's option but without any obligation, as attorney-in-fact for Borrower to commence, appear in and prosecute, in Borrower's or Lender's name, any action or proceeding relating to any condemnation (which term for purposes hereunder shall mean any action regarding damage or taking by any governmental authority, quasi-governmental authority, any party having power of condemnation, or any transfer by private sale in lieu thereof) or other taking of the Property and to settle or compromise any claim in connection with such condemnation or other taking. Notwithstanding any application of condemnation proceeds by Lender to the Debt, Borrower shall repair, restore and rebuild the Property affected by the condemnation to a condition as close to that existing prior to such condemnation as is reasonable practicable, and otherwise sufficient for the use and enjoyment thereof as determined by Lender.

Section 3.7. RESTORATION AFTER CASUALTY.

(a) In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and appoints Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such property damage insurance policies, to collect and receive the proceeds of property damage insurance, and to deduct from such proceeds Lender's expenses incurred in the collection of such proceeds. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 3.7 shall require Lender to incur any expense or take any action. Lender may, at Lender's option, (1) hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoring and repairing the Property to the equivalent of its original condition or to a condition approved by Lender (the "Restoration"), or (2) apply the balance of such proceeds to the payment of the Debt, whether or not then due. To the extent Lender determines to apply insurance proceeds to Restoration, Lender shall do so in accordance with Lender's then-current policies relating to the restoration of casualty damage on similar properties.

(b) Lender shall not exercise its option to apply insurance proceeds to the payment of the Debt if all of the following conditions are met: (1) no Event of Default (or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing; (2) Lender determines, in its discretion, that there will be sufficient funds to complete the Restoration; (3) Lender determines, in its discretion, that the net cash flow from the Property after completion of the Restoration will be sufficient to meet all operating costs and other expenses, deposits to the Escrow Fund, deposits to reserves and loan repayment obligations relating to the Property; (4) Lender determines, in its discretion, that the Restoration will be completed before the earlier of (A) one year before the maturity date of the Note or (B) one year after the date of the loss or casualty; and (5) upon Lender's request, Borrower provides Lender evidence of the availability during and after the Restoration of the insurance required to be maintained

by Borrower pursuant to Section 3.3.

Section 3.8. LEASES AND RENTS. Borrower shall maintain, enforce and cause to be performed all of the terms and conditions under any Lease or sublease, which may constitute a portion of the Property. Borrower shall not, without the consent of Lender enter into any new Lease of all or any portion of the Property, agree to the cancellation or surrender under any Lease of all or any portion of the Property, agree to prepayment of Rents, issues or profits (other than Rent paid at the signing of a lease or sublease), modify any such Lease so as to shorten the term, decrease the Rent, accelerate the payment of Rent, or change the terms of any renewal option, provided that such action (taking into account, in the case of a termination, reduction in rent, surrender of space or shortening of term, the planned alternative use of the affected space) does not have a materially adverse effect on the value of the Property taken as a whole, and provided that such Lease, as amended, modified or waived, is otherwise in compliance with the requirements of this Security Instrument and any subordination agreement binding upon Lender with respect to such Lease. Any such purported new Lease, cancellation surrender, prepayment or modification made without the written consent of Lender shall be void as against Lender.

Section 3.9. MAINTENANCE AND USE OF PROPERTY. Borrower shall cause the Property to be maintained in a good and safe condition and repair. The Improvements and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Personal Property with replacement property of equal or greater value) without the consent of Lender. Borrower shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any casualty, or become damaged, worn or dilapidated or which may be affected by any condemnation or taking proceeding and shall complete and pay for any structure at any time in the process of construction or repair on the Land. Borrower shall not initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting, defining or changing the uses which may be made of the Property or any part thereof. If under applicable zoning provisions the use of all or any portion of the Property is or shall become a nonconforming use, Borrower will not cause or permit the nonconforming use to be discontinued or the nonconforming Improvement to be abandoned without the express written consent of Lender, and Borrower shall take such other steps as Lender may require to establish the legality of such non-conforming use.

Section 3.10. WASTE. Borrower shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or give cause for cancellation of any Policy, or substantially increase the rates thereunder, or do or permit to be done thereon anything that may in any way impair the value of the Property or the security of this Security Instrument. Borrower will not, without the prior written consent of Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.11. COMPLIANCE WITH LAWS.

(a) Borrower shall promptly comply with all existing and future federal, state and local laws, orders, ordinances, governmental rules and regulations or court orders affecting the Property, and the use thereof, including any Environmental Law (hereinafter defined) ("Applicable Laws").

(b) Borrower shall from time to time, upon Lender's request, provide Lender with evidence reasonably satisfactory to Lender that the Property complies with all Applicable Laws or is exempt from compliance with Applicable Laws.

(c) Notwithstanding any provisions set forth herein or in any document regarding Lender's approval of alterations of the Property, Borrower shall not alter the Property in any manner which would materially increase Borrower's responsibilities for compliance with Applicable Laws without the prior written approval of Lender. Lender's approval of the plans, specifications, or working drawings for alterations of the Property shall create no responsibility or liability on behalf of Lender for their completeness, design, sufficiency or their compliance with Applicable Laws. The foregoing shall apply to tenant improvements constructed by Borrower or by any of its tenants. Lender may condition any such approval upon receipt of a certificate of compliance with Applicable Laws from an independent architect, engineer, or other person acceptable to Lender.

(d) Borrower shall give prompt notice to Lender of the receipt by Borrower of any notice related to a violation or threatened violation of any Applicable Laws and of the commencement or threatened commencement of any proceedings or investigations which relate to compliance with Applicable Laws.

(e) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceedings, promptly initiated and conducted in good faith and with due diligence, the Applicable Laws affecting the Property, provided that (i) no Event of Default has occurred and is continuing under the Note, this Security Instrument or any of the Other Security Documents; (ii) Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property; (iii) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Borrower or the Property is subject and shall not constitute a default thereunder; (iv) neither the Property, any part thereof or interest therein, any of the tenants or occupants thereof, Borrower, nor Lender shall be affected in any material adverse way as a result of such proceeding; (v) non-compliance with the Applicable Laws shall not impose civil or criminal liability on Borrower or Lender; and (vi) Borrower shall have furnished to Lender all other items reasonably requested by Lender.

Section 3.12. BOOKS AND RECORDS

(a) Borrower shall keep and maintain at all times at the Property or the management agent's offices, and upon Lender's request shall make available at the Property, complete and accurate books of account and records (including copies of supporting bills and invoices) adequate to reflect correctly the operation of the Property, and copies of all written contracts, Leases, and other instruments which affect the Property. Following a default by Borrower, the books, records, contracts, Leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender.

(b) Following a default by Borrower, Borrower shall furnish to Lender all of the following:

(1) within ten (10) days following Lender's written request and thereafter annually within 120 days after the end of each fiscal year of Borrower, a statement of income and expenses for Borrower's operation of the Property for that fiscal year, a statement of changes in financial position of Borrower relating to the Property for that fiscal year and, when requested by Lender, a balance sheet showing all assets and liabilities of Borrower relating to the Property as of the end of that fiscal year;

(2) within ten (10) days following Lender's written request and thereafter annually within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, a rent schedule for the Property showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, and any related information requested by Lender;

(3) within ten (10) days following Lender's written request and thereafter annually within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, an accounting of all security deposits held pursuant to all Leases, including the name of the institution (if any) and the names and identification numbers of the accounts (if any) in which such security deposits are held and the name of the person to contact at such financial institution, along with any authority or release necessary for Lender to access information regarding such accounts;

(4) within ten (10) days following Lender's written request and thereafter annually within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, a statement that identifies all owners of any interest in Borrower and the interest held by each, if Borrower is a corporation, all officers and directors of Borrower, and if Borrower is a limited liability company, all managers who are not members;

(5) within ten (10) days following Lender's written request and thereafter monthly a property management report for the Property, showing the number of inquiries made and rental applications received from tenants or prospective tenants and deposits received from tenants and any other information requested by Lender;

(6) within ten (10) days following Lender's written request and thereafter monthly a balance sheet, a statement of income and expenses for Borrower and a statement of changes in financial position of Borrower for Borrower's most recent fiscal year; and

(7) within ten (10) days following Lender's written request and thereafter monthly a statement of income and expense for the Property for the prior month or quarter.

(c) Each of the statements, schedules and reports required hereunder shall be certified to be complete and accurate by an individual having authority to bind Borrower, and shall be in such form and contain such detail as Lender may reasonably require; provided that Lender, in Lender's sole discretion, may require that any statements, schedules or reports be audited at Borrower's expense by independent certified public accountants acceptable to Lender.

(d) If Borrower fails to provide in a timely manner the statements, schedules and reports required hereunder, Lender shall have the right to have Borrower's books and records audited, at Borrower's expense, by independent certified public accountants selected by Lender in order to obtain such statements, schedules and reports, and all related costs and expenses of Lender shall become immediately due and payable and shall become an additional part of the Debt.

(e) If an Event of Default has occurred and is continuing, Borrower shall deliver to Lender upon written demand all books and records relating to the Property or its operation.

(f) Borrower authorizes Lender to obtain a credit report on Borrower at any time.

(g) Borrower, any Guarantor and any Indemnitor shall furnish Lender with such other additional financial or management information (including State and Federal tax returns) as may, from time to time, be reasonably required by Lender in form and substance satisfactory to Lender.

(h) Borrower, any Guarantor and any Indemnitor shall furnish to Lender and its agents convenient facilities for the examination and audit of any such books and records:

Section 3.13. PAYMENT FOR LABOR AND MATERIALS. Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Property and never permit to exist in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof, except for the Permitted Exceptions (defined below).

Section 3.14. PERFORMANCE OF OTHER AGREEMENTS. Borrower shall observe and perform each and every term to be observed or performed by Borrower pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Property, or given by Borrower to Lender for the purpose of further securing an Obligation and any amendments, modifications or changes thereto.

Section 3.15. CHANGE OF NAME, IDENTITY OR STRUCTURE. Borrower shall not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, partnership or other structure or jurisdiction where the Borrower is organized without notifying the Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Borrower's structure or the jurisdiction where Borrower is organized, without first obtaining the prior written consent of the Lender.

Section 3.16. EXISTENCE. Borrower will continuously maintain (a) its existence and shall not dissolve or permit its dissolution, (b) its rights to do business in the state where the Property is located and (c) its franchises and trade names.

Section 3.17. MANAGEMENT. The Property shall be managed by either: (a) Borrower or an entity affiliated with Borrower and approved by Lender for so long as Borrower or said affiliated entity is managing the Property in a first class manner; or (b) a professional property management company approved by Lender. Management by an affiliated entity or a professional property management company shall be pursuant to a written agreement approved by Lender which shall be in all respects subordinate to this Security Instrument. Following a default by Borrower, no manager shall be removed or replaced or the terms of any management agreement modified or amended without the prior written consent of Lender. In the event (x) of default hereunder or under any management contract then in effect, which default is not cured within any applicable grace or cure period or (y) of the bankruptcy or insolvency of the manager, Lender shall have the right to immediately terminate, or to direct Borrower to immediately terminate, such management contract and to retain, or to direct Borrower to retain, a new management agent approved by Lender. All Rents generated by or derived from the Property shall first be utilized solely for current expenses directly attributable to the ownership and operation of the Property, including, without limitation, current expenses relating to Borrower's liabilities and obligations with respect to the Note, this Security Instrument and the Other Security Documents, and none of the Rents generated by or derived from the Property shall be diverted by Borrower and utilized for any other purpose unless all such current expenses attributable to the ownership and operation of the Property have been fully paid and satisfied.

Section 3.18. PRINCIPAL PLACE OF BUSINESS. In the event that Borrower shall change the principal place of business or chief executive office, or, in the event Borrower is one or more natural persons, the location of its permanent residence, all as set forth in Subsection 4.18 below, Borrower shall immediately notify Lender in writing. Borrower shall execute and deliver such additional financing statements, security agreements and other instruments which may be necessary to effectively evidence or perfect Lender's security interest in the Property as a result of such change of

principal place of business or residence.

ARTICLE 4. - REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that:

Section 4.1. WARRANTY OF TITLE. Borrower has good and marketable title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same and that Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements and that it owns the Property free and clear of all liens, encumbrances and charges whatsoever except for those exceptions shown in the title insurance policy insuring the lien of this Security Instrument (the "Permitted Exceptions"). Borrower shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Lender against the claims of all persons whomsoever, and shall make such further assurances to perfect fee simple title to the Property as Lender may reasonably require.

Section 4.2. LEGAL STATUS AND AUTHORITY. Borrower (a) is duly organized, validly existing and in good standing under the laws of its state of organization or incorporation; (b) is duly qualified to transact business and is in good standing in the state where the Property is located; and (c) has all necessary approvals, governmental and otherwise, and full power and authority to own, operate and lease the Property. Borrower (and the undersigned representative of Borrower, if any) has full power, authority and legal right to execute this Security Instrument, and to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the Property pursuant to the terms hereof and to keep and observe all of the terms of this Security Instrument on Borrower's part to be performed.

Section 4.3. VALIDITY OF DOCUMENTS. (a) The execution, delivery and performance of the Note, this Security Instrument and the Other Security Documents and the borrowing evidenced by the Note (i) are within the power and authority of Borrower; (ii) have been authorized by all requisite organizational action; (iii) have received all necessary approvals and consents, corporate, governmental or otherwise; (iv) will not violate, conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any provision of law, any order or judgment of any court or governmental authority, the articles of incorporation, by-laws, partnership or trust agreement, articles of organization, operating agreement, or other governing instrument of Borrower, or any indenture, agreement or other instrument to which Borrower is a party or by which it or any of its assets or the Property is or may be bound or affected; (v) will not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its assets, except the lien and security interest created hereby; and (vi) will not require any authorization or license from, or any filing with, any governmental or other body (except for the recordation of this Security Instrument in appropriate land records in the State where the Property is located and except for Uniform Commercial Code filings relating to the security interest created hereby), and (b) the Note, this Security Instrument and the Other Security Documents constitute the legal, valid and binding obligations of Borrower, enforceable in accordance with their terms.

Section 4.4. LITIGATION. There is no action, suit or proceeding, judicial, administrative or otherwise (including any condemnation or similar proceeding), pending or, to the best of Borrower's knowledge, threatened or contemplated against Borrower, a Guarantor, if any, an Indemnitor, if any, or against or affecting the Property that has not been disclosed to Lender by Borrower in writing.

Section 4.5. STATUS OF PROPERTY.

(a) Borrower has obtained all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for the operation of the Property and the conduct of its business and all required zoning, building code, land use, environmental and other similar permits or approvals, all of which are in full force and effect as of the date hereof and not subject to revocation, suspension, forfeiture or modification.

(b) The Property and the present and contemplated use and occupancy thereof are in full compliance with all applicable zoning ordinances, building codes, land use laws, Environmental Laws and other similar laws.

(c) The Property is served by all utilities required for the current or contemplated use thereof. All utility service is provided by public utilities and the Property has accepted or is equipped to accept such utility service.

(d) All public roads and streets necessary for service of and access to the Property for the current or contemplated use thereof have been completed, are serviceable and all-weather and are physically and legally open for

use by the public, and have been dedicated to and accepted for public maintenance by the applicable municipal or county authorities.

(e) The Property is served by public water and sewer systems.

(f) The Property is free from damage caused by fire or other casualty.

(g) All costs and expenses of any and all labor, materials, supplies and equipment used in the construction of the Improvements have been paid in full.

(h) Borrower has paid in full for, and is the owner of, all furnishings, fixtures and equipment (other than tenants' property) used in connection with the operation of the Property, free and clear of any and all security interests, liens or encumbrances, except the lien and security interest created hereby.

(i) All liquid and solid waste disposal, septic and sewer systems located on the Property are in a good and safe condition and repair and in compliance with all Applicable Laws.

(j) No portion of the Improvements is located in an area identified by the Federal Emergency Management Agency or any successor thereto as an area having special flood hazards pursuant to the Flood Insurance Acts or, if any portion of the Improvements is located within such area, Borrower has obtained and will maintain the insurance required pursuant to the terms hereof.

(k) All the Improvements lie within the boundaries of the Land.

Section 4.6. NO FOREIGN PERSON. Borrower is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended and the related Treasury Department regulations.

Section 4.7. SEPARATE TAX LOT. The Property is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots, and no other land or improvements is assessed and taxed together with the Property or any portion thereof.

Section 4.8. LEASES. Except as disclosed in the rent roll for the Property delivered to and approved by Lender, (a) Borrower is the sole owner of the entire lessor's interest in the Leases; (b) the Leases are valid and enforceable and in full force and effect; (c) all of the Leases are arms-length agreements with bona fide, independent third parties; (d) no party under any Lease is in default; (e) all Rents due have been paid in full; (f) the terms of all alterations, modifications and amendments to the Leases are reflected in the certified occupancy statement delivered to and approved by Lender; (g) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (h) none of the Rents have been collected for more than one (1) month in advance (except a security deposit shall not be deemed rent collected in advance); (i) the premises demised under the Leases have been completed in accordance with the Leases, and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; (j) there exist no offsets or defenses to the payment of any portion of the Rents and Borrower has no monetary obligation to any tenant under any Lease; (k) Borrower has received no notice from any tenant challenging the validity or enforceability of any Lease; (l) there are no agreements with the tenants under the Leases other than expressly set forth in each Lease; (m) the Leases are valid and enforceable against Borrower and the tenants set forth therein; (n) no Lease contains an option to purchase, right of first refusal to purchase, right of first refusal to relet, or any other similar provision; (o) no person or entity has any possessory interest in, or right to occupy, the Property except under and pursuant to a Lease; (p) each Lease is subordinate to this Security Instrument, either pursuant to its terms or a recordable subordination agreement; (q) no Lease has the benefit of a non-disturbance agreement that would be considered unacceptable to prudent institutional lenders; (r) all security deposits relating to the Leases reflected on the certified rent roll delivered to Lender have been collected by Borrower; and (s) no brokerage commissions or finders fees are due and payable regarding any Lease.

Section 4.9. FINANCIAL CONDITION.

(a) (i) Borrower is solvent and no proceeding under Creditors Rights Laws (hereinafter defined) with respect to Borrower has been initiated, and (ii) Borrower has received reasonably equivalent value for the granting of this Security Instrument.

(b) No petition in bankruptcy has been filed by or against Borrower, any Guarantor, any Indemnitor or any related entity, or any principal, general partner or member thereof, in the last seven (7) years, and neither Borrower,

any Guarantor, any Indemnitor nor any related entity, or any principal, general partner or member thereof, in the last seven (7) years has ever made any assignment for the benefit of creditors or taken advantage of any Creditors Rights Laws.

Section 4.10. **BUSINESS PURPOSES.** The loan evidenced by the Note secured by the Security Instrument and the Other Security Documents (the "Loan") is solely for the business purpose of Borrower, and is not for personal, family, household, or agricultural purposes.

Section 4.11. **TAXES.** Borrower, any Guarantor and any Indemnitor have filed all federal, state, county, municipal, and city income, personal property and other tax returns required to have been filed by them and have paid all taxes and related liabilities which have become due pursuant to such returns or pursuant to any assessments received by them. Neither Borrower, any Guarantor nor any Indemnitor knows of any basis for any additional assessment in respect of any such taxes and related liabilities for prior years.

Section 4.12. **MAILING ADDRESS.** Borrower's mailing address, as set forth in the opening paragraph hereof or as changed in accordance with the provisions hereof, is true and correct.

Section 4.13. **NO CHANGE IN FACTS OR CIRCUMSTANCES.** All information in the application for the Loan submitted to Lender and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the application or in satisfaction of the terms thereof, are accurate, complete and correct in all respects. There has been no adverse change in any condition, fact, circumstance or event that would make any such information inaccurate, incomplete or otherwise misleading.

Section 4.14. **DISCLOSURE.** Borrower has disclosed to Lender all material facts and has not failed to disclose any material fact that could cause any representation or warranty made herein to be materially misleading.

Section 4.15. **THIRD PARTY REPRESENTATIONS.** Each of the representations and the warranties made by each Guarantor and Indemnitor in any Other Security Document(s) is true and correct in all material respects.

Section 4.16. **ILLEGAL ACTIVITY.** No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property.

Section 4.17. **PERMITTED EXCEPTIONS.** None of the Permitted Exceptions, individually or in the aggregate, materially interfere with the benefits of the security intended to be provided by the Security Instrument, the Note, and the Other Security Documents, materially and adversely affect the value of the Property, impair the use or the operation of the Property or impair Borrower's ability to pay its obligations in a timely manner.

Section 4.18. **PRINCIPAL PLACE OF BUSINESS.** Borrower's principal place of business is as set forth in the opening paragraph to this Security Instrument.

Section 4.19. **PROPERTY USE.** The Property shall continue to be used in accordance with its present use, and for no other use without the prior written consent of Lender.

ARTICLE 5. - OBLIGATIONS AND RELIANCE

Section 5.1. **RELATIONSHIP OF BORROWER AND LENDER.** The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Note, this Security Instrument and the Other Security Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 5.2. **NO RELIANCE.** The members, general partners, principals and (if Borrower is a trust) beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 5.3. **NO LENDER OBLIGATIONS.** Notwithstanding anything to the contrary contained herein, Lender is not undertaking the performance of (a) any obligations under the Leases; or (b) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents. By

accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Note or the Other Security Documents, including without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 5.4. RELIANCE. Borrower recognizes and acknowledges that in accepting the Note, this Security Instrument and the Other Security Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth herein without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof; that the warranties and representations are a material inducement to Lender in accepting the Note, this Security Instrument and the Other Security Documents; and that Lender would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth herein.

ARTICLE 6. - FURTHER ASSURANCES

Section 6.1. RECORDING OF SECURITY INSTRUMENT, ETC. Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the Other Security Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the Other Security Documents, any note or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 6.2. FURTHER ACTS, ETC. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the Property and rights hereby mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all applicable state or federal law. Borrower, on demand, will execute and deliver and hereby authorizes Lender, following 10 days' notice to Borrower, to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or other instruments, to evidence or perfect more effectively the security interest of Lender in the Property. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender hereunder.

Section 6.3. CHANGES IN TAX, DEBT CREDIT AND DOCUMENTARY STAMP LAWS.

(a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, Borrower will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury, then Lender shall have the option, exercisable by written notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the Other Security Documents or impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties

thereon, if any.

Section 6.4. ESTOPPEL CERTIFICATES.

(a) After request by Lender, Borrower, within ten (10) days, shall furnish Lender or any proposed assignee with a statement, duly acknowledged and certified, setting forth (i) the original principal amount of the Note, (ii) the unpaid principal amount of the Note, (iii) the rate of interest of the Note, (iv) the terms of payment and maturity date of the Note, (v) the date installments of interest and/or principal were last paid, (vi) that, except as provided in such statement, there are no defaults or events which with the passage of time or the giving of notice or both, would constitute an event of default under the Note or the Security Instrument, (vii) that the Note and this Security Instrument are valid, legal and binding obligations and have not been modified or if modified, giving particulars of such modification, (viii) whether any offsets or defenses exist against the obligations secured hereby and, if any are alleged to exist, a detailed description thereof, (ix) that all Leases are in full force and effect and (provided the Property is not a residential multifamily property) have not been modified (or if modified, setting forth all modifications), (x) the date to which the Rents thereunder have been paid pursuant to the Leases, (xi) whether or not, to the best knowledge of Borrower, any of the lessees under the Leases are in default under the Leases; and, if any of the lessees are in default, setting forth the specific nature of all such defaults, (xii) the amount of security deposits held by Borrower under each Lease and that such amounts are consistent with the amounts required under each Lease, and (xiii) as to any other matters reasonably requested by Lender and reasonably related to the Leases, the obligations secured hereby, the Property or this Security Instrument.

(b) Borrower shall use its best efforts to deliver to Lender, promptly upon request, duly executed estoppel certificates from any one or more lessees as required by Lender attesting to such facts regarding the Lease as Lender may require, including, but not limited to attestations that each Lease covered thereby is in full force and effect with no defaults thereunder on the part of any party, that none of the Rents have been paid more than one month in advance, except as security, and that the lessee claims no defense or offset against the full and timely performance of its obligations under the Lease.

(c) Upon any transfer or proposed transfer of the Property at Lender's request, Borrower, any Guarantors and any Indemnitor(s) shall provide an estoppel certificate in such form, substance and detail as Lender may require.

Section 6.5. FLOOD INSURANCE. After Lender's request, Borrower shall deliver evidence satisfactory to Lender that no portion of the Improvements is situated in a federally designated "special flood hazard area" or, if it is, that Borrower has obtained insurance meeting the requirements hereof.

Section 6.6. REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any Other Security Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or Other Security Document, Borrower will issue, in lieu thereof, a replacement Note or Other Security Document, dated the date of such lost, stolen, destroyed or mutilated Note or Other Security Document in the same principal amount thereof and otherwise of like tenor.

ARTICLE 7. - DUE ON SALE/ENCUMBRANCE

Section 7.1. TRANSFER DEFINITIONS. For purposes of this Article, an "Affiliated Manager" shall mean any managing agent in which Borrower, any Guarantor or Indemnitor has, directly or indirectly, any legal, beneficial or economic interest; a "Restricted Party" shall mean Borrower, any Guarantor, any Indemnitor, or any Affiliated Manager or any shareholder, partner, member or non-member manager, or any direct or indirect legal or beneficial owner of Borrower, any Guarantor, any Indemnitor, any Affiliated Manager or any non-member manager; and a "Sale" shall mean a voluntary or involuntary sale, conveyance, transfer or pledge of a legal or beneficial interest.

Section 7.2. NO SALE/ENCUMBRANCE

(a) Borrower shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign, grant options with respect to, or otherwise transfer or dispose of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) the Property or any part thereof or any legal or beneficial interest therein (collectively a "Transfer"), other than pursuant to Leases of space in the Improvements to tenants in accordance with the provisions hereof without the prior written consent of Lender.

(b) A Transfer shall include, but not be limited to, (i) an installment sales agreement wherein Borrower agrees to sell the Property or any part thereof for a price to be paid in installments; (ii) an agreement by Borrower leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Borrower's right, title and interest in and to any Leases or any Rents; (iii) if a Restricted Party is a corporation, any merger, consolidation or Sale or Pledge of such corporation's stock or the creation or issuance of new stock in one or a series of transactions, by which such corporation's stock shall be vested in a party or parties who are not now shareholders; (iv) if a Restricted Party is a limited or general partnership or joint venture, any merger or consolidation or the change, removal, resignation or addition of a general partner or the Sale or Pledge of the partnership interest of any general partner or any profits or proceeds relating to such partnership interest, or the Sale or Pledge of limited partnership interests or the creation or issuance of new limited partnership interests in one or a series of transactions, by which such limited partnership interests shall be vested in a party or parties who are not now limited partners; (v) if a Restricted Party is a limited liability company, any merger or consolidation or the change, removal, resignation or addition of a managing member or non-member manager (or if no managing member, any member) or the Sale or Pledge of the membership interest of a managing member (or if no managing member, any member) or any profits or proceeds relating to such membership interest, or the Sale or Pledge of non-managing membership interests or the creation or issuance of new non-managing membership interests in one or a series of transactions, by which such non-managing membership interests shall be vested in a party or parties who are not now non-managing members; (vi) if a Restricted Party is a trust or nominee trust, any merger, consolidation or the Sale or Pledge of the legal or beneficial interest in a Restricted Party or the creation or issuance of new legal or beneficial interests in one or a series of transactions, by which such beneficial or legal interests shall be vested in a party or parties who are not now legal or beneficial owners; or (vii) the removal or the resignation of the managing agent (including, without limitation, an Affiliated Manager) other than in accordance herewith.

Section 7.3. PERMITTED TRANSFERS. Notwithstanding anything to the contrary contained herein, the following transfers shall not be deemed to be a Transfer: (a) a transfer by devise or descent or by operation of law upon the death of a member, partner or shareholder of a Restricted Party; and (b) the Sale or Pledge of stock or limited partnership or non-managing membership interests in a Restricted Party by which, in one or a series of transactions, in the aggregate, not more than forty-nine percent (49%) of the stock, limited partnership interests or non-managing membership interests (as the case may be) in a Restricted Party, shall be vested in parties not now having an ownership interest; provided, however, no such transfer shall result in the change of voting control in the Restricted Party, and as a condition to each such transfer, Lender shall receive not less than ten (10) days prior written notice of such proposed transfer.

Section 7.4 ASSIGNMENT/ASSUMPTION. Notwithstanding anything to the contrary contained in this Article 7, and in addition to the transfers permitted hereunder, Lender may, in Lender's sole and absolute discretion, permit a sale, assignment, or other transfer of the Property, provided that: (i) Lender receives sixty (60) days prior written notice of the proposed transfer hereunder; (ii) no Event of Default has occurred and is continuing; and (iii) all underwriting requirements deemed necessary by Lender (in its sole and absolute discretion) are satisfied, including but not limited to the following:

(a) Borrower shall pay any and all fees and out-of-pocket costs incurred in connection with the transfer of the Property (including, without limitation, Lender's counsel fees and disbursements and all recording fees, title insurance premiums and mortgage and intangible taxes);

(b) The proposed transferee (the "Transferee") or Transferee's principals must have demonstrated expertise in owning and operating properties similar in location, size and operation to the Property, which expertise shall be determined by Lender, in Lender's sole discretion;

(c) Transferee and Transferee's principals shall, as of the date of such transfer, have an aggregate net worth and liquidity acceptable to Lender, in Lender's sole discretion;

(d) Transferee shall assume all of the obligations of Borrower under the Loan Documents in all respects, including, without limitation, by entering into an assumption agreement in form and substance satisfactory to Lender (in Lender's sole discretion) and one or more Transferee's principals shall execute in favor of Lender a Guaranty and an Affidavit and Indemnity of Borrower and Guarantor Regarding Hazardous and Toxic Materials;

(e) No Event of Default or event which, with the giving of notice, passage of time or both, shall constitute an Event of Default, shall otherwise occur as a result of such transfer, and Transferee and Transferee's principals shall deliver (A) all organization documentation requested by Lender, which shall be satisfactory to Lender (in Lender's sole

discretion), and (B) all certificates, agreements and covenants required by Lender; and

(f) Borrower shall deliver, at its sole cost and expense, an endorsement to the existing title policy insuring the Security Instrument, as modified by the assumption agreement, as a valid first lien on the Property and naming the Transferee as owner of the Property, which endorsement shall insure that, as of the date of the recording of the assumption agreement, the Property shall not be subject to any additional exceptions or liens other than those contained in the title policy issued on the date hereof.

If all Lender requirements have been satisfied (including but not limited to those listed hereinabove) and Lender approves the proposed transfer to the Transferee, then Borrower shall be released from all liability under this Security Instrument, the Note and the Other Loan Documents immediately upon the transfer of the Property to the Transferee.

ARTICLE 8. - DEFAULT

Section 8.1. EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an "Event of Default":

(a) if any portion of the Debt is not paid on or prior to the date the same is due or if the entire Debt is not paid on or before the Maturity Date;

(b) if Borrower fails to repay any sum paid or advanced by Lender under the terms of this Security Instrument or any Other Loan Document;

(c) if Borrower fails to repay any sum owed to Lender or its successor or assignee under the terms of any other Security Instrument, promissory note or other loan document in connection with any other loan; provided that such failure to repay shall constitute an Event of Default hereunder only if the person or entity to which payment is owed under such other Security Instrument, promissory note or other loan document is the holder of the Note;

(d) if any of the Taxes or Other Charges is not paid when the same is due and payable except to the extent sums sufficient to pay such Taxes and Other Charges have been deposited with Lender in accordance with the terms of this Security Instrument;

(e) if the Policies are not kept in full force and effect, or if the Policies are not delivered to Lender as provided herein;

(f) if Borrower violates or does not comply with any of the provisions of this Security Instrument or any Other Loan Document;

(g) if any representation or warranty of Borrower, any Indemnitor or any person guaranteeing payment of the Debt or any portion thereof or performance by Borrower of any of the terms of this Security Instrument (a "Guarantor"), or any member, general partner, principal or beneficial owner of any of the foregoing, made herein or in any guaranty, or in any certificate, report, financial statement or other instrument or document furnished to Lender shall have been false or misleading in any material respect when made;

(h) if (i) Borrower or any managing member or general partner of Borrower, or any Guarantor or Indemnitor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors ("Creditors Rights Laws"), seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower or any managing member or general partner of Borrower, or any Guarantor or Indemnitor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Borrower or any managing member or general partner of Borrower or any Guarantor or Indemnitor any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against the Borrower or any managing member or general partner of Borrower, or any Guarantor or Indemnitor any case, proceeding or other action seeking issuance of a warrant of

attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) the Borrower or any managing member or general partner of Borrower or any Guarantor or Indemnitor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Borrower or any managing member or general partner of Borrower, or any Guarantor or Indemnitor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(i) if Borrower shall be in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property whether it be superior or junior in lien to this Security Instrument;

(j) if the Property becomes subject to any mechanic's, materialman's or other lien other than a lien for any Taxes not then due and payable and the lien shall remain undischarged of record (by payment, bonding or otherwise) for a period of thirty (30) days;

(k) if any federal or state tax lien is filed against Borrower, any member or general partner of Borrower, any Guarantor, any Indemnitor or the Property and same is not discharged of record within thirty (30) days after same is filed;

(l) if any default occurs under any guaranty or indemnity executed in connection herewith, and such default continues after the expiration of applicable grace periods, if any; or

(m) if Borrower files of record, without the prior written consent of Lender which Lender may grant or withhold for any reason in its sole and absolute discretion, any notice limiting the maximum principal amount that may be secured hereunder; or

(n) if Borrower sells, transfers (whether voluntary or by operation of law), pledges, hypothecates or further encumbers all or any part of the Property or any interest therein or any interest in the Borrower (except as otherwise expressly provided herein), or additionally assigns all or any part of the rents, income or profits arising therefrom, in either case without the prior written consent of Lender, which may be withheld for any reason in Lender's sole and absolute discretion; or

(o) if Borrower or any Guarantor or Indemnitor is dissolved, merges into another entity, or otherwise terminates its existence (other than as specifically allowed pursuant to the terms hereof) or if the person(s) controlling such entity shall take any action authorizing or leading to the same; or

(p) if for more than ten (10) days after notice from Lender, Borrower shall continue to be in default under any other term, covenant or condition of the Note, this Security Instrument or the Other Security Documents in the case of any default which can be cured by the payment of a sum of money or for thirty (30) days after notice from Lender in the case of any other default, provided that if such default cannot reasonably be cured within such thirty (30) day period and Borrower shall have commenced to cure such default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as it shall require Borrower in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of sixty (60) days.

ARTICLE 9. - RIGHTS AND REMEDIES

Section 9.1 **REMEDIES.** Upon the occurrence of any Event of Default, to the extent permitted by applicable law, Borrower agrees that Lender may take any action available at law, in equity, and as otherwise provided in this Security Instrument, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower in and to the Property, including, but not limited to the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

(a) declare the entire unpaid Debt to be immediately due and payable;

(b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security

Instrument under any applicable state or federal law in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable state or federal law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, in one or more parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note or in the Other Security Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the Other Security Documents;

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any Guarantor, Indemnitor or of any person, firm or other entity liable for the payment of the Debt;

(h) subject to any applicable state or federal law, the license granted to Borrower to collect and receive rents hereunder shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all rent rolls, leases (including the form lease) and amendments and exhibits, subleases (including the form sublease) and amendments and exhibits and rental and license agreements with the tenants, subtenants and licensees in possession of the Property or any part or parts thereof; tenants', subtenants' and licensees' money deposits or other property (including, without limitation, any letter of credit) given to secure tenants', subtenants' and licensees' obligations under leases, subleases or licenses, together with a list of the foregoing; all lists pertaining to current rent and license fee arrears; any and all architects' plans and specifications, licenses and permits, documents, books, records, accounts, surveys and property which relate to the management, leasing, operation, occupancy, ownership, insurance, maintenance, or service of or construction upon the Property and Borrower agrees to surrender possession thereof and of the Property to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) either require Borrower (A) to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower, or (B) to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vi) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, Insurance Premiums and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request Borrower at its expense to assemble the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Personal Property sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited in the Escrow Fund and any other sums held in escrow or

otherwise by Lender in accordance with the terms of this Security Instrument or any Other Security Document to the payment of the following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) Insurance Premiums; (iii) interest on the unpaid principal balance of the Note; (iv) amortization of the unpaid principal balance of the Note; and (v) all other sums payable pursuant to the Note, this Security Instrument and the Other Security Documents, including, without limitation, advances made by Lender pursuant to the terms of this Security Instrument;

(k) surrender the Policies maintained pursuant hereto, collect the unearned Insurance Premiums and apply such sums as a credit on the Debt in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such unearned Insurance Premiums;

(l) apply the undisbursed balance of any net proceeds deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion; or

(m) pursue such other remedies as Lender may have under applicable state or federal law.

In the event of a sale, by foreclosure, to the extent permitted by applicable law, power of sale, or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section to the contrary, if any Event of Default shall occur, and the Lender elects to declare the entire unpaid Debt to be automatically due and payable, such remedy may be pursued without any further notice, demand or other action by Lender.

Section 9.2. APPLICATION OF PROCEEDS. The purchase money, proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the Other Security Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper and which are in accordance with applicable law or as shall be required by a court of competent jurisdiction.

Section 9.3. RIGHT TO CURE DEFAULTS. Upon the occurrence of any Event of Default or if Borrower fails to make any payment or to do any act as herein provided, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt. The cost and expense of any cure hereunder (including reasonable attorneys' fees to the extent permitted by law), with interest at the Default Rate (defined in the Note), shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All costs and expenses incurred by Lender in remedying any Event of Default or failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate defined in the Note, for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the Other Security Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 9.4. ACTIONS AND PROCEEDINGS. At any time, Lender has the right to appear in and defend, compromise or settle any action or proceeding brought with respect to the Property, and after the occurrence and during the continuance of an Event of Default, to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 9.5. RECOVERY OF SUMS REQUIRED TO BE PAID. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 9.6. EXAMINATION OF BOOKS AND RECORDS. Lender, its agents, accountants and attorneys shall have the right upon prior written notice to Borrower (unless an Event of Default exists, in which case no notice shall be required), to examine and audit, during reasonable business hours, the records, books, management and other papers of Borrower and its affiliates or of any Guarantor or Indemnitor which pertain to their financial condition or

the income, expenses and operation of the Property, at the Property or at any office regularly maintained by Borrower, its affiliates or any Guarantor or Indemnitor where the books and records are located. Lender and its agents shall have the right upon notice to make copies and extracts from the foregoing records and other papers at no cost to Lender.

Section 9.7. OTHER RIGHTS, ETC.

(a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower, any Guarantor or any Indemnitor to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the Other Security Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment, changing the rate of interest, or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the Other Security Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by or guaranties given to Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 9.8. RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 9.9. VIOLATION OF LAWS. If the Property is not in compliance with Applicable Laws, Lender may impose additional requirements upon Borrower in connection herewith including, without limitation, monetary reserves or financial equivalents.

Section 9.10. RIGHT OF ENTRY. Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

Section 9.11. SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Note and the Other Security Documents and the performance and discharge of the Other Obligations.

ARTICLE 10. - ENVIRONMENTAL HAZARDS

Section 10.1. ENVIRONMENTAL DEFINITIONS. For the purpose of this Section, "Environmental Law" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations, standards,

policies and other government directives or requirements, as well as common law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, that apply to Borrower or the Property and relate to Hazardous Materials. "Environmental Liens" means all Liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of Borrower or any other person or entity. "Environmental Report" means the written reports resulting from the environmental site assessments of the Property delivered to Lender. "Hazardous Materials" shall mean petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives, flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance that requires special handling; and any other material or substance now or federal, state or local authority; any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Environmental Law. "Release" of any Hazardous Materials includes but is not limited to any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials.

Section 10.2.

ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants that: (a) there are no Hazardous Materials or underground storage tanks in, on, or under the Property, except those that are both (i) in compliance with Environmental Laws and with permits issued pursuant thereto (if such permits are required), if any, and (ii) either (A) in amounts not in excess of that necessary to operate the Property or (B) fully disclosed to and approved by Lender in writing pursuant to an Environmental Report; (b) there are no past, present or threatened (defined below) Release of Hazardous Materials in violation of any Environmental Law and which would require remediation by a governmental authority in, on, under or from the Property except as described in the Environmental Report; (c) there is no threat of any Release of Hazardous Materials migrating to the Property except as described in the Environmental Report; (d) there is no past or present non-compliance with Environmental Laws, or with permits issued pursuant thereto, in connection with the Property except as described in the Environmental Report; (e) Borrower does not know of, and has not received, any written or oral notice or other communication from any person or entity (including but not limited to a governmental entity) relating to Hazardous Materials in, on, under or from the Property; and (f) Borrower has truthfully and fully provided to Lender, in writing, any and all information relating to environmental conditions in, on, under or from the Property known to Borrower or contained in Borrower's files and records, including but not limited to any reports relating to Hazardous Materials in, on, under or migrating to or from the Property and/or to the environmental condition of the Property.

Section 10.3.

ENVIRONMENTAL COVENANTS. Borrower covenants and agrees that so long as Borrower owns, manages, is in possession of, or otherwise controls the operation of the Property: (a) all uses and operations on or of the Property, whether by Borrower or any other person or entity, shall be in compliance with all Environmental Laws and permits issued pursuant thereto; (b) there shall be no Releases of Hazardous Materials in, on, under or from the Property; (c) there shall be no Hazardous Materials in, on, or under the Property, except those that are both (i) in compliance with all Environmental Laws and with permits issued pursuant thereto, if and to the extent required, and (ii) (A) in amounts not in excess of that necessary to operate the Property or (B) fully disclosed to and approved by Lender in writing; (d) Borrower shall keep the Property free and clear of all Environmental Liens; (e) Borrower shall, at its sole cost and expense, fully and expeditiously cooperate in all activities pursuant to this Section, including but not limited to providing all relevant information and making knowledgeable persons available for investigation of environmental conditions in connection with the Property, pursuant to any reasonable written request of Lender, upon Lender's reasonable belief that the Property is not in full compliance with all Environmental Laws, and shall be entitled to rely on such reports and other results thereof; (g) Borrower shall, at its sole cost and expense, comply with all reasonable written requests of Lender to (i) reasonably effectuate remediation of any Hazardous Materials in, on, under or from the Property; and (ii) comply with any Environmental Law; and (i) Borrower shall immediately notify Lender in writing after it has become aware of (A) any presence or Release or threatened Releases of Hazardous Materials in, on, under, from or migrating towards the Property; (B) any non-compliance with any Environmental Laws related in any way to the Property; (C) any actual or potential Environmental Lien; (D) any required or proposed remediation of environmental conditions relating to the Property; or (E) any written or oral notice or other communication of which Borrower becomes aware from any source whatsoever (including but not limited to a governmental entity) relating in any way to Hazardous Materials. Any failure of Borrower to perform its obligations pursuant to this Section 10.3 shall constitute bad faith waste with respect to the Property.

Section 10.4.

LENDER'S RIGHTS. Lender and any other person or entity designated by Lender, including

but not limited to any representative of a governmental entity, and any environmental consultant, and any receiver appointed by any court of competent jurisdiction, shall have the right, but not the obligation, to enter upon the Property at all reasonable times to assess any and all aspects of the environmental condition of the Property and its use, including but not limited to conducting any environmental assessment or audit at Borrower's expense (the scope of which shall be determined in Lender's sole discretion) and taking samples of soil, groundwater or other water, air, or building materials, and conducting other invasive testing. Borrower shall cooperate with and provide access to Lender and any such person or entity designated by Lender.

Section 10.5. OPERATIONS AND MAINTENANCE PROGRAMS. If recommended by the Environmental Report or any other environmental assessment or audit of the Property, Borrower shall establish and comply with an operations and maintenance program with respect to the Property, in form and substance reasonably acceptable to Lender, prepared by an environmental consultant reasonably acceptable to Lender, which program shall address any asbestos containing material or lead based paint that may now or in the future be detected at or on the Property. Without limiting the generality of the preceding sentence, Lender may require (a) periodic notices or reports to Lender in form, substance and at such intervals as Lender may specify, (b) an amendment to such operations and maintenance program to address changing circumstances, laws or other matters, (c) at Borrower's sole expense, supplemental examination of the Property by consultants specified by Lender, (d) access to the Property by Lender, its agents or servicer, to review and assess the environmental condition of the Property and Borrower's compliance with any operations and maintenance program, and (e) variation of the operations and maintenance program in response to the reports provided by any such consultants.

ARTICLE 11. - INDEMNIFICATION

Section 11.1. GENERAL INDEMNIFICATION. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties (defined below) from and against any and all Losses (defined below) imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following (a) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (b) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (d) any failure of the Property to be in compliance with any Applicable Laws; (e) any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or warranties contained in any Lease; (f) Borrower's breach of any term, covenant, condition, representation or warranty contained herein; or (g) the payment of any commission, charge or brokerage fee to anyone which may be payable in connection with the funding of the Loan evidenced by the Note and secured by this Security Instrument. Any amounts payable to Lender by reason of any commission, charge, fee, or become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid. The term "Losses" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to attorneys' fees and other costs of defense). The term "Indemnified Parties" shall mean (a) Lender, (b) any prior owner or holder of the Note, (c) any servicer or prior servicer of the Loan, (d) any Investor (defined below) or any prior Investor in any Participations (defined below), (e) any trustees, custodians or other fiduciaries who hold or who have held a full or partial interest in the Loan for the benefit of any Investor (defined below) or any prior Investor in any Participations (including, without limitation, servants, representatives, contractors, subcontractors, affiliates or subsidiaries of any and all of the foregoing, and (h) the heirs, legal representatives, successors and assigns of any and all of the foregoing (including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the Indemnified Parties' assets and business), in all cases whether during the term of the Loan or as part of or following a foreclosure of the Loan.

Section 11.2. MORTGAGE DOCUMENTARY STAMPS AND/OR INTANGIBLE TAX. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax or fee on the making and/or recording of this Security Instrument, the Note or any of the Other Security Documents.

Section 11.3. DUTY TO DEFEND: ATTORNEYS' FEES AND OTHER FEES AND EXPENSES. Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties.

Notwithstanding the foregoing, any Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Borrower shall pay or, in the sole discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories, surveyors, title searches and other professionals in connection therewith, which any Indemnified Parties may engage as a result of any Losses.

Section 11.4. ENVIRONMENTAL INDEMNITY. As between Borrower and Lender, all risk of loss associated with non-compliance with Environmental Laws, or with the presence of any Hazardous Material at, upon, within, contiguous to or otherwise affecting the Property, shall lie solely with Borrower. Accordingly, Borrower shall bear all risks and costs associated with any loss (including any loss in value attributable to Hazardous Materials), damage or liability therefrom, including all costs of removal of Hazardous Materials or other remediation required by Lender or by law. Borrower shall indemnify, defend and hold Lender harmless from and against all loss, liabilities, damages, claims, costs and expenses (including reasonable costs of defense) arising out of or associated, in any way, with the non-compliance with Environmental Laws, or the existence of Hazardous Materials in, on, or about the Property, or a breach of any representation, warranty or covenant contained in Article 10 hereof, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, including those arising from the joint, concurrent, or comparative negligence of Lender; however, Borrower shall not be liable under such indemnification to the extent such loss, liability, damage, claim, cost or expense results solely from Lender's gross negligence or willful misconduct. Borrower's obligations hereunder shall arise upon the discovery of the presence of any Hazardous Material, whether or not any governmental authority has taken or threatened any action in connection with the presence of any Hazardous Material, and whether or not the existence of any such Hazardous Material or potential liability on account thereof is disclosed in any site assessment and shall continue notwithstanding the repayment of the Note or any transfer or sale of any right, title and interest in the Property (by foreclosure, deed in lieu of foreclosure or otherwise). Of even date herewith, Borrower and other persons or entities (collectively, Borrower and such other parties, the "Indemnitors") may as circumstances require execute and deliver a certain environmental indemnity agreement in favor of the Lender incorporating the environmental indemnities set forth herein as well as additional provisions and requirements with respect to environmental matters (the "Environmental Indemnity"). In the event an Environmental Indemnity is executed, it shall be included in the definition of "Other Security Documents".

ARTICLE 12. - WAIVERS

Section 12.1. WAIVER OF COUNTERCLAIM. Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Note, any of the Other Security Documents, or the Obligations.

Section 12.2. MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable state or federal law.

Section 12.3. WAIVER OF NOTICE. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except (a) with respect to matters for which this Security Instrument specifically and expressly provides for the giving of notice by Lender to Borrower and (b) with respect to matters for which Lender is required by applicable state or federal law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 12.4. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Section 12.5. SOLE DISCRETION OF LENDER. Wherever pursuant to this Security Instrument (a) Lender exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to

Lender, or (c) any other decision or determination is to be made by Lender, the decision to approve or disapprove all decisions that arrangements or terms are satisfactory or not satisfactory, and all other decisions and determinations made by Lender, shall be in the sole discretion of Lender, except as may be otherwise expressly and specifically provided herein.

Section 12.6. WAIVER OF FORECLOSURE DEFENSE. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

ARTICLE 13. - NOTICES

Section 13.1. NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Borrower or Lender, as the case may be, at the addresses set forth on the first page of this Security Instrument or addressed as such party may from time to time designate by written notice to the other parties.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. For purposes of this Subsection, "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

ARTICLE 14. - CHOICE OF LAW

Section 14.1. CHOICE OF LAW. This Security Instrument and any determination of deficiency judgments shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Property is located and applicable federal law.

Section 14.2. PROVISIONS SUBJECT TO LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable state or federal law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable state or federal law.

ARTICLE 15. - SECONDARY MARKET

Section 15.1. TRANSFER OF LOAN. Lender may, at any time, sell, transfer or assign the Note, this Security Instrument and the Other Security Documents, and any or all servicing rights with respect thereto, or grant participations therein (the "Participations") or issue mortgage passthrough certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender may forward to each purchaser, transferee, assignee, servicer, participant, or investor in such Participations or Securities (collectively, the "Investor") or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Lender now has or may hereafter acquire relating to the Debt and to Borrower, any Guarantor, any Indemnitor(s) and the Property, whether furnished by Borrower, any Guarantor, any Indemnitor(s) or otherwise, as Lender determines necessary or desirable. Borrower irrevocably waives any and all rights it may have under applicable state or federal law to prohibit such disclosure, including but not limited to any right of privacy.

Section 15.2. COOPERATION. Borrower, any Guarantor and any Indemnitor agree to cooperate with Lender in connection with any transfer made pursuant to this Section, including, without limitation, the delivery of an estoppel certificate required pursuant to the terms hereof and such other documents as may be reasonably requested by Lender. Borrower shall also furnish and Borrower, any Guarantor and any Indemnitor consent to Lender furnishing to such Investors or such prospective Investors or such Rating Agency any and all information concerning the Property, the Leases, the financial condition of Borrower, any Guarantor and any Indemnitor as may be requested by Lender, any Investor or any prospective Investor or any Rating Agency in connection with any sale, transfer or Participations or Securities.

ARTICLE 16. - COSTS

Section 16.1. PERFORMANCE AT BORROWER'S EXPENSE. Borrower acknowledges and confirms that Lender shall impose certain administrative processing and/or commitment fees in connection with (a) the extension, renewal, modification, amendment and termination of the Loan, (b) the release or substitution of collateral therefor, (c) obtaining certain consents, waivers and approvals with respect to the Property, or (d) the review of any Lease or proposed Lease or the preparation or review of any subordination, non-disturbance agreement (the occurrence of any of the above shall be called an "Event"). Borrower further acknowledges and confirms that it shall be responsible for the payment of all costs of reappraisal of the Property or any part thereof, whether required by law, regulation, Lender or any governmental or quasi-governmental authority. Borrower hereby acknowledges and agrees to pay, immediately, with or without demand, all such fees (as the same may be increased or decreased from time to time), and any additional fees of a similar type or nature which may be imposed by Lender from time to time, upon the occurrence of any Event or otherwise. Wherever it is provided for herein that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, all reasonable counsel fees of Lender.

Section 16.2. COUNSEL FEES FOR ENFORCEMENT. (a) Borrower shall pay all reasonable counsel fees incurred by Lender in connection with (i) the preparation of the Note, this Security Instrument and the Other Security Documents; and (ii) the items set forth in this Article, and (b) Borrower shall pay to Lender on demand any and all expenses, including legal fees incurred or paid by Lender in protecting its interest in the Property or in collecting any amount payable under the Note, this Security Instrument or the Other Security Documents, or in enforcing its rights hereunder with respect to the Property, whether or not any legal proceeding is commenced hereunder or thereunder, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower.

ARTICLE 17. - DEFINITIONS

Section 17.1. GENERAL DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "person" shall include an individual, corporation, limited liability company, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, and the phrases "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder, whether with respect to retained firms, the reimbursement for the expenses of in-house staff or otherwise.

Section 17.2. HEADINGS, ETC. The headings and captions of various Articles and Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

ARTICLE 18. - MISCELLANEOUS PROVISIONS

Section 18.1. NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 18.2. LIABILITY. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors, assigns, heirs, personal representatives, executors and administrators forever.

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.

Section 18.3. INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Note and this Security Instrument shall be construed without such provision.

Section 18.4. DUPLICATE ORIGINALS; COUNTERPARTS. This Security Instrument may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Security Instrument may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Security Instrument. The failure of any party hereto to execute this Security Instrument, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 18.5. NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 18.6. LEGAL DESCRIPTION. Borrower represents to Lender that it has reviewed and delivered to Lender a copy of the legal description set forth in Exhibit "A"; that such legal description is the accurate and proper legal description of the Land; and Borrower further acknowledges that neither Lender nor Lender's counsel prepared or reviewed such legal description. Borrower shall indemnify, defend and hold Lender harmless from and against any and all losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, suits, costs or disbursements of any kind or nature whatsoever, including the reasonable fees and actual expenses of Lender's counsel, in connection with any claim that title to the Property is impaired due to or based upon an inaccurate or improper legal description set forth herein.

Section 18.7. INCONSISTENCIES. In the event of any inconsistencies between the terms and conditions of this Article and the other provisions of this Security Instrument, the terms and conditions of this Article shall control and be binding.

Section 18.8. WAIVER OF TRIAL BY JURY. BORROWER BY ACCEPTANCE OF THIS SECURITY INSTRUMENT, HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE APPLICATION FOR THE LOAN, THE NOTE, THIS SECURITY INSTRUMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER OR BORROWER.

Section 18.9. COMPLIANCE WITH NEW YORK LIEN LAW. The Borrower will, in compliance with Section 13 of the New York Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

[NO FURTHER TEXT - SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, this Security Instrument has been executed by borrower the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: ROBERT FELB

Print Name: _____

Borrower:

Shazam Husain

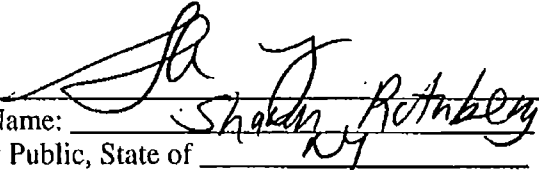
This Instrument prepared by: Antonio Chimienti, Esq.
Upon recording return to: Bayview Loan Servicing, LLC
c/o Nationwide Title Clearing, Inc.,
Attn: Final Docs Unit
2100 Alt 19 North
Palm Harbor, FL 34683
(800) 346-9152

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF Nassau) ss:
)

On August 7, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Shazam Husain, 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, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

[Official Notary Seal]


Print Name: Sharon Rothberg
Notary Public, State of NY
My Commission Expires: _____

SHARON ROTHBERG
Notary Public, State of New York
No. 01RO6062871
Qualified in Nassau County
Commission Expires August 20, 2009

Schedule A Description

Title Number **EAM23175Q**

Page **1**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, County of Queens and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Rockaway Boulevard, (New Line) distant 40.30 feet West of 133rd Street;

RUNNING THENCE southerly parallel with or nearly so with 133rd Street, 104.25;

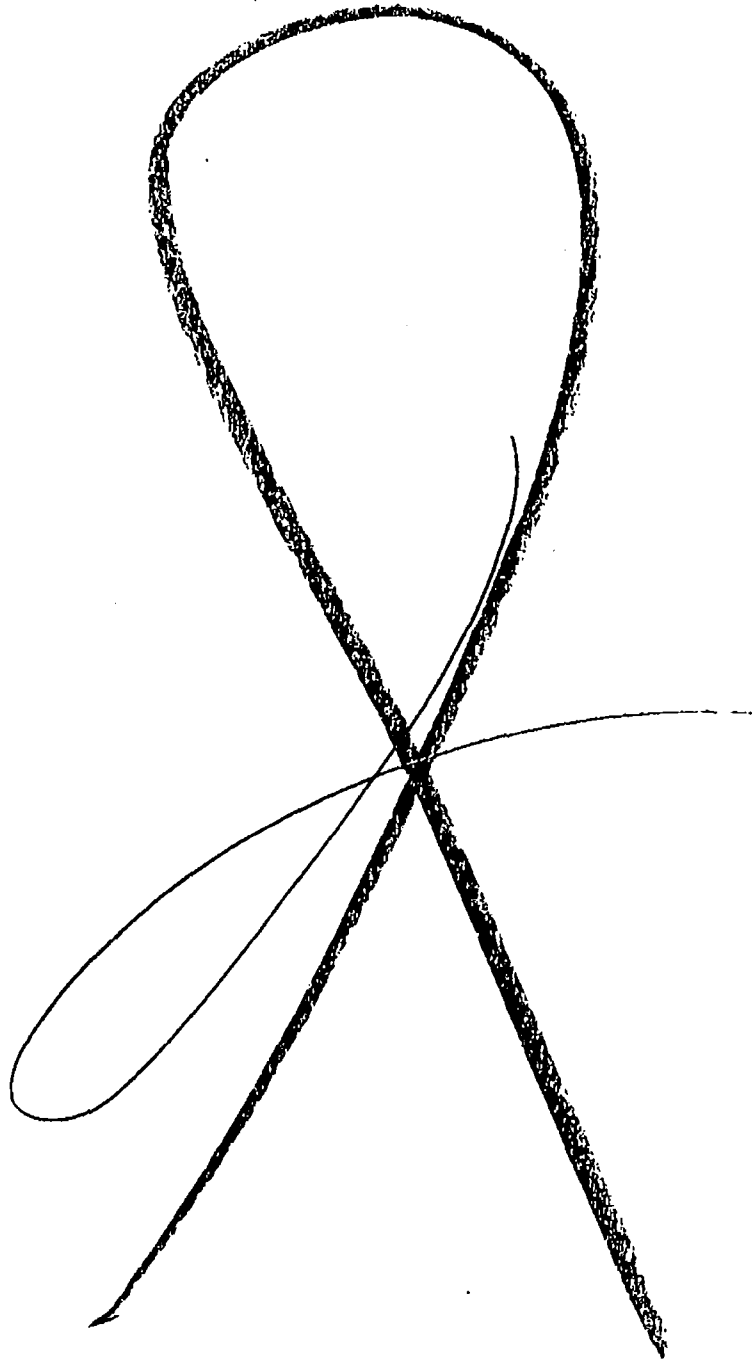
THENCE westerly at right angles to the last mentioned course, 20 feet;

THENCE northerly at right angles to the last mentioned course, 106.21 feet and part of the distance through a party wall to the southerly side of Rockaway Boulevard (New Line); and

THENCE easterly along the said southerly side of Rockaway Boulevard, 20.15 feet to the point or place of BEGINNING.

EXHIBIT "A"

LEGAL DESCRIPTION
(To be attached)



**RIDER TO MORTGAGE AND SECURITY AGREEMENT
{ NEW YORK }**

THIS RIDER is made as of August 7, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage and Security Agreement (the "Security Instrument") of the same date hereof, given by Shazam Husain (the "Borrower") to secure that certain Promissory Note in the amount of Five Hundred Two Thousand Five Hundred and No/100 Dollars (\$502,500.00) (the "Note") given to Metwest Commercial Lender, Inc., A California Corporation, (the "Lender"), on the same date hereof and covering the Property described in the Security Instrument and located at 132-18 Rockaway Blvd, South Ozone Park, NY 11420 (the "Property Address").

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

ARTICLE 19. - NEW YORK SPECIFIC PROVISIONS

Notwithstanding anything herein contained to the contrary, the Borrower and Lender agree as follows:

Section 19.1. PAYMENT OF CONSTRUCTION COSTS. Borrower represents and warrants to Lender that all costs arising from construction of any improvements erected on, under or over the Property and the purchase of all equipment located on the Property have been paid in full.

Section 19.2. RECORDATION. Borrower, at its expense, will at all times cause this Instrument, and any amendments thereto, to be recorded and filed in such manner and in such places, and will pay such recording and filing fees and other charges, and will comply with all such statutes and regulations as may be required by law in order to perfect, preserve and protect the lien of this Instrument as a valid, direct mortgage lien and perfected security interest in the Property. Borrower will pay, and will indemnify Lender in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Instrument and any amendments thereto.

Section 19.3. NON-RESIDENTIAL MORTGAGE. This Instrument does not cover real property principally improved by one or more structures containing in the aggregate not more than six residential dwelling units, each having its own separate cooking facilities.

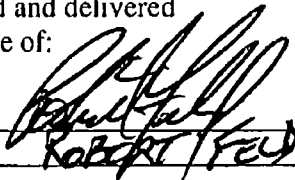
Section 19.4. LIEN LAW. Borrower will, in compliance with Section 13 of the New York Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of any improvement on the Property, and will apply the same first to the payment of the cost of any such improvements on the Property before using any part of the total of the same for any other purpose.

Section 19.5. ASSIGNMENT OF RENTS. For purposes of Section 3.8 of the Security Instrument, reference is hereby made to Section 291(f) of the Real Property Law of the State of New York. Lender reserves the right to notice any and all tenants pursuant to the term thereof.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider to New York Mortgage and Security Agreement and agrees that the terms hereof are hereby incorporated into and with the terms of the Security Instrument as if both the Security Instrument and this instrument are one and the same document. Nothing contained herein shall invalidate or change any terms of the Security Instrument except to the extent as maybe explicitly set forth herein.

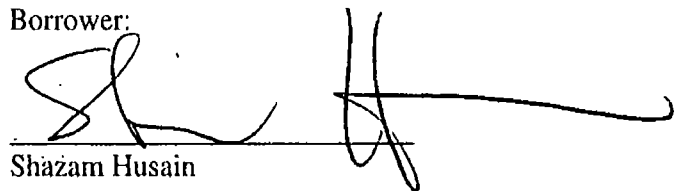
Signed, sealed and delivered
in the presence of:

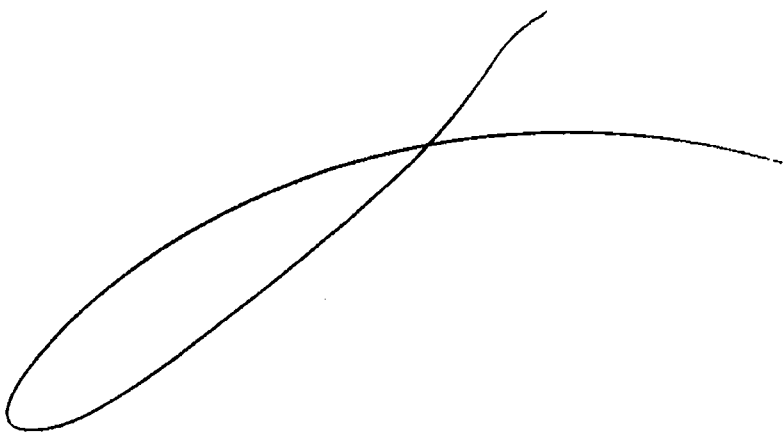
Print Name: _____


ROBERT FELD

Print Name: _____

Borrower:


Shazam Husain

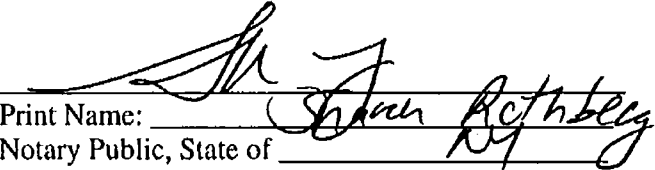


ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF Nassau) ss:
)

On August 7, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Shazam Husain, 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, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

[Official Notary Seal]


Print Name: _____
Notary Public, State of _____
My Commission Expires: _____

SHARON ROTHBERG
Notary Public, State of New York
No. 01RO6062871
Qualified in Nassau County
Commission Expires August 20, 2009

**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.



2006092700044001001E3257

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2006092700044001

Document Date: 08-07-2006

Preparation Date: 09-27-2006

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 3

PRESENTER:

BAYVIEW LOAN SERVICING, LLC
MELBA SANCHEZ
4425 PONCE DE LEON BLVD, 5TH FLOOR
CORAL GABLES, FL 33146
305-817-5065

RETURN TO:

BAYVIEW LOAN SERVICING, LLC
JENNIFER MCGOVERN
4425 PONCE DE LEON BLVD, 5TH FLOOR
CORAL GABLES, FL 33146
305-646-7454

PROPERTY DATA

Borough	Block Lot	Unit	Address
QUEENS	11756 3 Entire Lot		132-18 ROCKAWAY BOULEVARD
Property Type: 1-3 FAMILY WITH STORE / OFFICE			

CROSS REFERENCE DATA

CRFN: 2006000524602

PARTIES

ASSIGNOR/OLD LENDER:

METWEST COMMERCIAL LENDER, INC
13191 CROSSROADS PKWY, N # 275,
CITY OF INDUSTRY, CA 91746

ASSIGNEE/NEW LENDER:

BAYVIEW LOAN SERVICING, LLC
4425 PONCE DE LEON BLVD., 5TH FLOOR,
CORAL GABLES, FL 33146

FEEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00	\$	0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:		\$	0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00	\$	0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 52.00		
Affidavit Fee:	\$ 0.00		

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



Recorded/Filed 11-20-2006 11:35
City Register File No.(CRFN):
2006000642734

Annette McMill

City Register Official Signature

Record 1st

Record and Return to:
Jennifer McGovern
BayView Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, Florida 33146

PROPERTY ADDRESS:

132-18 Rockaway Blvd, South Ozone
Park, NY 11420

LOAN NO: [REDACTED]
2112655

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE And Security Agreement

FOR VALUE RECEIVED, the undersigned Metwest Commercial Lender, Inc., A California Corporation ("Assignor"), with an address of 13191 Crossroads Pkwy, N #275, City of Industry, CA 91746, hereby sells, assigns, transfers and conveys to:

Bayview Loan Servicing, LLC

located at 4425 Ponce de Leon Blvd., 5th Fl., Coral Gables, FL 33146
("Assignee")

all of its right, title, interest to a certain Mortgage and Security Agreement executed by Shazam Husain, to Assignor dated August 7, 2006 and recorded in Instrument/Clerks File # 2006CC0524602 Official Record Book/Libre 419 Page 419 of the Public Records of Queens County, Parish or Judicial District of the Commonwealth or State of NEW YORK, recorded on September 18, 2006. Loan amount \$ 502,500.00 Block: 11750 Lot: 3 Borough of Queens. Original lender: Metwest Commercial Lender, Inc.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by its authorized officer, has fixed its seal hereto and has caused the same to be attested by its authorized officer on August 7, 2006.

WITNESSES:

Maria Soto
Print Name: Maria Soto

Alex Arcon
Print Name: Alex Arcon

ASSIGNOR:

Metwest Commercial Lender, Inc., A California Corporation

By: Marta Villegas
Print Name: Marta Villegas
Title: C.O.O.



BV # [REDACTED]
ACKNOWLEDGMENT

STATE OF FLORIDA)
COMMONWEALTH OF I.L.)
PENNSYLVANIA) ss.:
COUNTY OF)
Michoud-Decker)

The foregoing instrument was acknowledged before me on August 7, 2006 by
Marta Villegas, the C.O.O. of Metwest
Commercial Lender, Inc., A California Corporation, on behalf of the said entity.
He/she is personally known to me or produced Self as identification, and
did/did not take an oath.

[Official Notary Seal]
Notary Public, Commonwealth of Pennsylvania Iris Ladow
Print or Type Name:
IRIS LADOW
My Commission Expires:
0/22/08



Prepared By: Melba Sanchez
Bayview Loan Servicing, LLC
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, FL 33146
00355170530

LOAN NUMBER: [REDACTED]

ILLEGIBLE NOTARY SEAL DECLARATION

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
Florida. THAT THE NOTARY SEAL ON THE DOCUMENT
TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Iris. N. Loday
COMMISSION NUMBER: DD0324933
DATE COMMISSION EXPIRES: 6/28/2008
NAME OF COUNTY NOTARY
SIGNED DOCUMENT: Miami-Dade

Melba Sanchez, Bayview Loan Servicing, LLC

Signature of Person (Firm Names if any) Making Verification

PRINT NAME: MELBA SANCHEZ

DATE: 9/27/08

LOCATION: CORAL GABLES, FLORIDA

(Gov't Code, Sec 27361.7)

C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

Plaintiff,

-against-

SHAZAM HUSAIN, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE, NEW YORK
STATE DEPARTMENT OF TAXATION AND FINANCE,
AMERICAN EXPRESS BANK FSB, CITIBANK, N.A.,
NYC DEPARTMENT OF FINANCE, NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD, and "JOHN
DOE" #1-10, "MARY DOE" #1-10, and "JANE
DOE" #1-10, the names being fictitious,
their true names being unknown to
plaintiff, persons intended being persons
in possession of portions of the premises
described in the complaint in this
action,

Defendants.

Property Address: 132-18 ROCKAWAY BLVD SOUTH OZONE PARK, N.Y. 11420

SUMMONS

INDEX NO.

FILED:

712009/2016
10/7/16
QUEENS County designated
as the place of trial on
the basis of situs of the
realty

**WE ARE ATTEMPTING TO
COLLECT A DEBT ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE**

COMMERCIAL PROPERTY

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 complaint is not
served with this summons, to serve a notice of appearance, on the
plaintiff's attorneys within twenty (20) days after the service of this
summons, exclusive of the day of service, or within thirty (30) days
after completion of service where service is made in any other manner
than by personal delivery within New York State. 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

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.

Notice to Tenants of Buildings in Foreclosure

New York State requires that we provide you this notice about the foreclosure process. Please read it carefully.

WE, BAYVIEW LOAN SERVICING, LLC, ARE THE FORECLOSING PARTY AND ARE LOCATED AT 4425 Ponce DeLeon Blvd., Coral Gables, Florida 33146. WE CAN BE REACHED AT 800-457-5105.

The dwelling where your apartment is located is the subject of a foreclosure proceeding. If you have a lease, are not the owner of the residence, and the lease requires payment of rent that at the time it was entered into was not substantially less than the fair market rent for the property, you may be entitled to remain in occupancy for the remainder of your lease term. If you do not have a lease, you will be entitled to remain in your home until ninety days after any person or entity who acquires title to the property provides you with a notice as required by section 1305 of the Real Property Actions and Proceedings Law. The notice shall provide information regarding the name and address of the new owner and your rights to remain in your home and address of the new owner and your rights to remain in your home. These rights are in addition to any others you may have if you are a subsidized tenant under federal, state or local law or if you are a tenant subject to rent control, rent stabilization or a federal statutory scheme.

ALL RENT STABILIZED TENANTS AND RENT-CONTROLLED TENANTS ARE PROTECTED UNDER THE RENT REGULATIONS WITH RESPECT TO EVICTION AND LEASE RENEWALS. THESE RIGHTS ARE UNAFFECTED BY A BUILDING ENTERING FORECLOSURE STATUS. THE TENANTS IN RENT-STABILIZED AND RENT-CONTROLLED BUILDINGS CONTINUE TO BE AFFORDED THE SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDING IS SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDINGS IS THE SUBJECT OF FORECLOSURE. EVICTIONS CAN ONLY OCCUR IN NEW YORK STATE PURSUANT TO A COURT ORDER AND AFTER A FULL HEARING IN COURT.

If you need further information, please call the New York State Banking Department's toll free help line at 1-877-BANK-NYS (1-877-226-5697) or visit the Department's website <http://www.banking.state.ny.us>.

HELP FOR HOMEOWNERS IN FORECLOSURE

NEW YORK STATE LAW REQUIRES THAT WE SEND YOU THIS NOTICE ABOUT THE FORECLOSURE PROCESS. PLEASE READ IT CAREFULLY.

SUMMONS AND COMPLAINT

YOU ARE IN DANGER OF LOSING YOUR HOME. IF YOU FAIL TO RESPOND TO THE SUMMONS AND COMPLAINT IN THIS FORECLOSURE ACTION, YOU MAY LOSE YOUR HOME. PLEASE READ THE SUMMONS AND COMPLAINT CAREFULLY. YOU SHOULD IMMEDIATELY CONTACT AN ATTORNEY OR YOUR LOCAL LEGAL AID OFFICE TO OBTAIN ADVICE ON HOW TO PROTECT YOURSELF.

SOURCES OF INFORMATION AND ASSISTANCE

THE STATE ENCOURAGES YOU TO BECOME INFORMED ABOUT YOUR OPTIONS IN FORECLOSURE. IN ADDITION TO SEEKING ASSISTANCE FROM AN ATTORNEY OR LEGAL AID OFFICE, THERE ARE GOVERNMENT AGENCIES AND NON-PROFIT ORGANIZATIONS THAT YOU MAY CONTACT FOR INFORMATION ABOUT POSSIBLE OPTIONS, INCLUDING TRYING TO WORK WITH YOUR LENDER DURING THIS PROCESS.

TO LOCATE AN ENTITY NEAR YOU, YOU MAY CALL THE TOLL-FREE HELPLINE MAINTAINED BY THE NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES' AT 1-800-269-0990 OR VISIT THE DEPARTMENT'S WEBSITE AT <http://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.

§ 1303 NOTICE

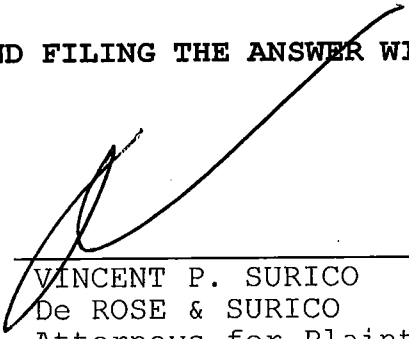
of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgement may be entered and you can lose your home.

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: Bayside, New York
October 5, 2016



VINCENT P. SURICO
De ROSE & SURICO
Attorneys for Plaintiff
213-44 38th Ave.
Bayside, New York 11361
(718) 279 - 2000

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY,

Plaintiff,

-against-

SHAZAM HUSAIN, THE UNITED STATES OF AMERICA
INTERNAL REVENUE SERVICE, NEW YORK STATE
DEPARTMENT OF TAXATION AND FINANCE, AMERICAN
EXPRESS BANK FSB, CITIBANK, N.A., NYC
DEPARTMENT OF FINANCE, NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD and "JOHN DOE"
#1-10, "MARY DOE" #1-10, and "JANE DOE" #1-
10, the names being fictitious, their true
names being unknown to plaintiff, persons
intended being persons in possession of
portions of the premises described in the
complaint in this action,

Defendants.

Action to
Foreclose
Mortgage

VERIFIED COMPLAINT

INDEX NO. _____

FILED: _____

The plaintiff herein, complaining of the defendants, by its attorneys, De ROSE & SURICO, alleges upon information and belief, that:

1. Plaintiff, BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, is and in all times herein after mentioned was a limited liability company organized and existing under the laws of the state of Delaware, having its principal offices at 4425 Ponce De Leon Blvd., Coral Gables, Fl, 33146.

2. On or about August 7, 2006, the defendant SHAZAM HUSAIN in order to secure repayment to METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION of the sum of \$502,500.00 and interest, duly executed and delivered to said METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION his note bearing date on said day where he acknowledged himself to be indebted to said METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION in the sum of \$502,500.00 and agreed and bound himself to pay to METWEST COMMERCIAL LENDER,

INC., A CALIFORNIA CORPORATION said sum and interest thereon, payable in installments of principal and interest commencing on October 1, 2006 and each successive month until September 1, 2021 when the final entire balance of principal and interest would become due and payable.

3. As collateral security for payment of the indebtedness Defendant, SHAZAM HUSAIN mortgaged to METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION the premises described on Schedule "A", annexed hereto and made part hereof, in order to secure the payment of said mortgage note.

4. Said mortgage was duly recorded in the Office of the City Register of QUEENS County on September 18, 2006, in CRFN 2006000524602 of mortgages, and the requisite mortgage recording tax was duly paid thereon, and said Mortgage was assigned to the Plaintiff herein, and which said Mortgage was assigned by METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION to BAYVIEW LOAN SERVICING, LLC, on August 7, 2006. Said Assignment was duly recorded on November 20, 2006 in the Office of the City Register of QUEENS County in CRFN 2006000642734.

5. That the Plaintiff is in possession of the original note with a proper endorsement and/or allonge and is therefore, the holder of both the note and mortgage, which passes as incident to the note.

6. Said mortgage provides that for each payment that reaches the mortgagee more than 5 days late, the mortgagor will pay a late

charge of five percent (5%) for each overdue payment.

7. Said mortgage further provides that the entire principal sum, with interest, shall become due at the option of the mortgagee after default of five (5) days in the payment of any installment of principal and interest, and after the mortgagee sends to the mortgagor a notice of acceleration.

8. Said mortgage further provides that if the mortgagee forecloses, it may have a receiver appointed to take care of the property for the mortgagee until the sale.

9. The said mortgage further provides that in case of a sale of the mortgaged premises, it may be sold as one parcel.

10. Said note and mortgage provides that the mortgagee is entitled to all of its costs and expenses in protecting its rights in the property, including reasonable attorney's fees.

11. Defendant, SHAZAM HUSAIN has failed to comply with the terms and provisions of said note and mortgage by failing to make the monthly payments of interest and principal due on May 1, 2016, and each successive month thereafter.

12. Said defaults have not been cured and each of the same remains unpaid; after service of a notice of acceleration pursuant to the terms of the executed note and mortgage; plaintiff elects to declare the entire balance of the principal indebtedness and all interest and other charges due under said note and mortgage

immediately due and payable.

13. Plaintiff is still the owner and holder of said note and mortgage, and there is now due and owing thereon the principal sum of FOUR HUNDRED FORTY SIX THOUSAND FIFTY DOLLARS AND 07/100 (\$446,050.07) plus interest from April 1, 2016, together with accrued late charges, and related expenses incurred in protecting the plaintiff's security.

14. During the pendency of this action, in order to protect its security, plaintiff may be compelled to pay taxes, assessments, water rates, insurance premiums, and/or other charges affecting said mortgaged premises, and plaintiff requests that any sums so paid by it shall be added to the sum otherwise due herein, and be deemed secured by subject note and mortgage and adjudged a valid lien upon the premises herein described.

15. No other action has been commenced at law or otherwise for recovery of the monies or any part thereof secured by said note and mortgage.

16. Plaintiff has complied with all of the provisions of Banking Law §595-a and any rules and regulations promulgated thereunder, Banking Law §§6-1 and 6-m, if applicable.

17. Upon information and belief, plaintiff has complied with the provisions of Real Property Actions and Proceedings Law §1304 and §1306 unless exempt from doing so.

18. The defendants herein has, or claims to have, some interest in or lien upon the said mortgaged premises or some part thereof, which interest or lien, if any, accrued subsequent to the lien of the plaintiff's mortgage and is subject and subordinate thereto.

a. Upon information and belief, the following defendant(s) are corporations organized and existing under the laws of the State of New York: N/A

b. Upon information and belief, the following defendant(s) are corporations organized and existing under the laws of the United States of America: N/A

c. The following is made a party defendant herein solely by reason of a subordinate mortgage which might affect the premises described in Schedule A: N/A

d. The following is made a party defendant herein solely because he/she/they may have or claim to have a lien affecting the premises herein before described. These lien or liens are subject and subordinate to the lien of plaintiff's mortgage: THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, AMERICAN EXPRESS BANK FSB, CITIBANK, N.A., NYC DEPARTMENT OF FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD

e. That the defendant, THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE is made a party defendant herein because of the following judgement annexed hereto and made part hereof, and for no other reason.

That the defendant, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE is made a party defendant herein because of the following judgement annexed hereto and made part hereof, and for no

other reason.

That the defendant, NYC DEPARTMENT OF FINANCE is made a party defendant herein because of the following judgement annexed hereto and made part hereof, and for no other reason.

That the defendant, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD is made a party defendant herein because of the following judgement annexed hereto and made part hereof, and for no other reason.

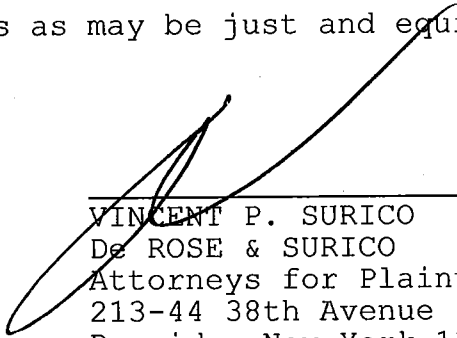
19. In the event that Plaintiffs possess any other lien(s) against said premises, either by way of judgment, junior mortgage or otherwise, Plaintiffs request that such other lien(s) shall not be merged in Plaintiffs cause(s) of action set forth in this Verified Complaint, but that Plaintiffs enforce 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.

20. Plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made, by reason of payment after the date of the commencement of this action, or by reason of any attempt to cure any or all of the defaults mentioned herein; such election shall continue and remain effective until the costs and disbursements of this action, and any and all present and future defaults under the aforesaid note and mortgage, occurring prior to the discontinuance of this action, are fully paid and cured.

WHEREFORE, the plaintiff demands judgment that the

defendants and all persons claiming under them subsequent to the commencement of this action and the filing of a notice of pendency thereof, may be forever barred and foreclosed of and from all estate, right, title, interest, claim, lien or equity of redemption of, in and to the said mortgaged premises and each and every part and parcel thereof; that the said premises may be decreed to be sold in one parcel, and that the monies arising from such sale may be brought into Court; that the plaintiff may be paid the amount due upon the said note and mortgage as hereinbefore set forth, with interest to the time of such payment, and the expenses of such sale, together with the costs, allowances and disbursements of this action, and together with any monies advanced and paid pursuant to any term or provision of the said note and mortgage or to protect the lien of plaintiff's mortgage, with interest upon the said amounts from the dates of the respective payments and advances thereof, and plaintiff's reasonable attorneys' fees, so far as the amount of such monies properly applicable thereto will pay the same, and that the defendant, SHAZAM HUSAIN, may be adjudged to pay any deficiency remaining after the application of such monies as aforesaid, and that the plaintiff may have such other and further relief, or both, in the premises as may be just and equitable.

Dated: Bayside, New York
October 5, 2016



VINCENT P. SURICO
De ROSE & SURICO
Attorneys for Plaintiff
213-44 38th Avenue
Bayside, New York 11361
(718) 279-2000

Schedule A Description

Title Number EAM23175Q

Page 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, County of Queens and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Rockaway Boulevard, (New Line) distant 40.30 feet West of 133rd Street;

RUNNING THENCE southerly parallel with or nearly so with 133rd Street, 104.25;

THENCE westerly at right angles to the last mentioned course, 20 feet;

THENCE northerly at right angles to the last mentioned course, 106.21 feet and part of the distance through a party wall to the southerly side of Rockaway Boulevard (New Line); and

THENCE easterly along the said southerly side of Rockaway Boulevard, 20.15 feet to the point or place of **BEGINNING**.

Title No: 5461-M-292241Q

COUNTY CLERK SEARCH(08/25/2016) SPECIAL NAME SEARCH

Last Name: (husain)
First Name: (shazam)
COUNTY: (QUEBENS)

Run Date: To: 08/25/2016

JUDGMENTS =

Queens County from (01/98 to 08/24/16)

Search Parameters= Last:husain First:shazam

Judgment - Run Only

Block: Let:
Book Type -- Judgments Docket
Judgment Type: NY STATE TAX WARRANT
Court:

Control No. 001393351-01
Index # E0261632160001
Effective Date: 09/27/2009
Expiration Date: 09/28/2029
Docket Date: 09/29/2009
Date Received: 09/30/2009

Debtor Info:
HUSAIN, SHAZAM
13218 ROCKAWAY BLVD
SOUTH OZONE PARK NY 11420-2915

Creditor Info:
NY STATE DEPT OF TAXATION AND FINANCE

Amount: \$9,024.50

Book Type -- Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Supreme Court

Control No. 001419793-02
Index # 09-015300
Effective Date: 11/20/2009
Expiration Date: 01/05/2030
Docket Date: 01/05/2010
Date Received: 01/06/2010

Debtor Info:
HUSAIN, SHAZAM
10 SOUTH DRIVE
BALDWIN NY 11510-

Creditor Info:
AMERICAN EXPRESS BANK FSB
AMERICAN EXPRESS TOWER
NEW YORK NY 10285-

Attorney:
JAFFE & ASHER LLP
600 THIRD AVE
NEW YORK NY 10016-

Amount: \$88,184.06

COM: 01/05/2010-INDEX #09-015300
HUSAIN SR. (AKA) SHAZAM HUSAIN (AKA) S S HUSAIN (AKA)
HUSAIN M SHAZAM (AKA) HUSSAIN M SHAZAM (AKA)
ADDRESS: AMERICAN EXPRESS TOWER WORLD FINANCIAL CENTER CREDITOR'S
DEBTOR: SHAZAM MUJDEEN

Book Type -- Judgments Docket
Judgment Type: JUDGMENTS
Court: Supreme Court

Control No. 001428385-01
Index # 26398/09
Effective Date: 02/04/2010
Expiration Date: 02/04/2030
Docket Date: 02/04/2010
Date Received: 02/05/2010

Debtor Info:
HUSAIN, SHAZAM
121-12 133 RD ST
SOUTH OZONE PARK NY 11420-

Creditor Info:

Thursday August 25, 2016

CITIBANK, N.A.
1111 NORTHPOINT DR
CORPELL TX 75019-

✓ ↑

Attorney:
FORSTER & CARBUS LLP
500 51 COUNTY BLVD
FARMINGDALE NY 11735-

Amount: \$106,484.44

Block: Lot:
Book Type -- Judgments Docket
Judgment Type: NY STATE TAX WARRANT
Court:
Satisfaction: Full-07/23/2014

Control No. 001708766-01
Index # E0261632160009
Effective Date: 07/21/2012
Expiration Date: 07/23/2032

Docket Date: 07/24/2012
Date Received: 07/24/2014

Debtor Info:
HUSAIN, SHAZAM
12112 133RD ST
SOUTH OZONE PARK NY 11420-2913

Creditor Info:
NY STATE DEP'T OF TAXATION AND FINANCE

Amount: \$5,948.62

COM: 07/24/2012-SHAZAM HUSAIN AND/OR BIBI HUSAIN 12112
133RD ST SOUTH OZONE PARK , NY US 11420-2913

✓ (4)

Block: Lot:
Book Type --- Judgments Docket
Judgment Type: NY CITY TAX WARRANT
Court:

Control No. 001294799-01
Index # S0000012002501
Effective Date: 11/13/2008
Expiration Date: 11/25/2038
Docket Date: 11/26/2008
Date Received: 11/26/2008

Debtor Info:
SHAZAM, HUSAIN
13218 ROCKAWAY BLVD
SOUTH OZONE PARK NY 11420-2915

Creditor Info:
NYC DEPARTMENT OF FINANCE
59 MAIDEN LANE
NEW YORK NY 10038-

Attorney:
DIRECTOR, NYC OF
59 MAIDEN LANE 28 FL.
NEW YORK NY 10038-

Amount: \$468.43

COM: 11/26/2008-WARRANT # S0000012002501

✓ (5)

Book Type -- Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Supreme Court

Control No. 001419793-04
Index # 09-015300
Effective Date: 11/20/2009
Expiration Date: 01/05/2030
Docket Date: 01/05/2010
Date Received: 01/06/2010

Debtor Info:
SHAZAM, HUSAIN M
10 SOUTH DRIVE
BALDWIN NY 11510-

Creditor Info:
AMERICAN EXPRESS BANK FSB
AMERICAN EXPRESS TOWER
NEW YORK NY 10285-

Attorney:
JAFFE & ASHER LLP
600 THIRD AVE

✓ ↓ (6)

NEW YORK NY 10016-

Amount: \$68,184.06

COM: 01/05/2010-INDEX #09-015300

DEBTOR: SHAZAM MUDEEN
HUSAIN SR (AKA) SHAZAM HUSAIN (AKA) S S HUSAIN (AKA)
HUSAIN M SHAZAM (AKA) HUSSAIN M SHAZAM
ADDRESS: AMERICAN EXPRESS TOWER WORLD FINANCIAL CENTER CREDITOR'S

↑

Book Type -- Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Supreme Court

Control No. 001A19793-01
Index # 09-015300
Effective Date: 11/20/2009
Expiration Date: 01/05/2030
Docket Date: 01/05/2010
Date Received: 01/06/2010

Debtor Info:
HUSAIN SR, SHAZAM MUDEEN
10 SOUTH DRIVE
BALDWIN NY 11510-

Creditor Info:
AMERICAN EXPRESS BANK FSB
AMERICAN EXPRESS TOWER
NEW YORK NY 10285-

✓ (7)

Attorney:
JAFFE & ASHER LLP
600 THIRD AVE
NEW YORK NY 10016-

Amount: \$68,184.06

COM: 01/05/2010-INDEX #09-015300

DEBTOR: SHAZAM MUDEEN
HUSAIN SR (AKA) SHAZAM HUSAIN (AKA) S S HUSAIN (AKA)
HUSAIN M SHAZAM (AKA) HUSSAIN M SHAZAM
ADDRESS: AMERICAN EXPRESS TOWER WORLD FINANCIAL CENTER CREDITOR'S

Book Type -- Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Civil Court
Satisfaction: Full-07/19/2006

Control No. 001030171-01
Index # 50582/05
Effective Date: 03/16/2006
Expiration Date: 05/25/2026
Docket Date: 05/25/2006
Date Received: 05/25/2006

Debtor Info:
HUSAIN, SHAIROON
104-36 93RD AVE
RICHMOND HILL NY 11410-

Creditor Info:
STATE FARM MUTUAL AUTOMOBILE INS CO ASO
195-19 NORTHERN BLVD
FLUSHING NY 11358-

Attorney:
SEREE, ANDREE & KAUFMAN
149 MAIN ST
HUNTINGTON NY 11743-

Amount: \$7,472.00

COM: 05/25/2006-INDEX #50582/05

DEBTORS: SHAIROON HUSAIN
AND MARK HUSSAIN CREDITOR: STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY AS SUBROGEE OF SUPATRA
SAIKUM

COM: 07/19/2006-SATISFACTION FILED AS TO CTRL #1030171

Book Type -- Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Civil Court

Control No. 001098856-01
Index # 67027/06
Effective Date: 10/03/2006
Expiration Date: 02/16/2027
Docket Date: 02/16/2007
Date Received: 02/16/2007

Debtor Info:
HUSAIN, SHAKAWAD
3439 59TH STREET

Thursday August 25, 2016

Title No: 5461-M-2922410

COUNTY CLERK SEARCH (08/25/2016)

(Environmental Control Board (Fire and Building) - Ending Date 07/31/16)

Search Parameters- Address: 13218 rockaway BLVD

BROOKLYN 1 ONE LLC
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PK, NY 11420
ECB Violation No.: 35071759L Date-10/15
Amt: \$6,000.00

HUSAIN SHAZAM
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 186188907 Date-06/15
Amt: \$350.00

HUSAIN SHAZAM
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 185212152 Date-08/14
Amt: \$300.00

HUSAIN SHAZAM
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 173331281 Date-03/13
Amt: \$300.00

SHAZAM HUSAIN
132-18 ROCKAWAY BOULEVARD
QN, NY 11420
ECB Violation No.: 34820857Y Date-06/10
Amt: \$6,000.00

SIGNATURE GROUP
132 18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 188025595 Date-11/15
Amt: \$300.00

SIGNATURE READ ESTATE SOLUTION S
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 41079598N Date-07/15
Amt: \$300.00

SIGNATURES FINANCIAL SOLUTIONS
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 40696226U Date-01/16
Amt: \$300.00

TIMOTHY WASHINGTON
132-18 ROCKAWAY BOULEVARD
S.OZONE PARK, NY 11420
ECB Violation No.: 34789668M Date-01/10
Amt: \$4,000.00

TIMOTHY WASHINGTON
132-18 ROCKAWAY BOULEVARD
S.OZONE PARK, NY 11420
ECB Violation No.: 34789667K Date-01/10

Thursday August 25, 2016

Title No: 5461-M-2922410

COUNTY CLERK SEARCH(08/25/2016) SPECIAL NAME SEARCH

Last Name: (husain)

First Name: (shazam)

COUNTY: (QUEENS)

Run Date: To: 08/25/2016

(Environmental Control Board (Fire and Building) - Ending Date 07/31/16)

Search Parameters- Last:husain First:shazam

HUSAIN SHAZAM
100-18 200 STREET
HOLLIS, NY 11423
ECB Violation No.: 170801428 Date-04/10

Amt: \$350.00

HUSAIN SHAZAM
100-18 200 STREET
HOLLIS, NY 11423
ECB Violation No.: 172961968 Date-01/10

Amt: \$300.00

HUSAIN SHAZAM
100-18 200 STREET
HOLLIS, NY 11423
ECB Violation No.: 170803160 Date-04/10

Amt: \$300.00

HUSAIN SHAZAM
100-18 200 STREET
JAMAICA, NY 11423
ECB Violation No.: 348219102 Date-04/10

Amt: \$24,000.00

HUSAIN SHAZAM
3084 FULTON STREET
BROOKLYN, NY 11208
ECB Violation No.: 159369587 Date-10/08

Amt: \$300.00

HUSAIN SHAZAM
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 186188907 Date-06/15

Amt: \$350.00

HUSAIN SHAZAM
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 185212152 Date-08/14

Amt: \$300.00

HUSAIN SHAZAM
132-18 ROCKAWAY BOULEVARD
SOUTH OZONE PAR, NY 11420
ECB Violation No.: 173331281 Date-03/11

Amt: \$300.00

HUSAIN SHAZAM
100-18 200 STREET
JAMAICA, NY 11423
ECB Violation No.: 34840304M Date-09/10

Thursday August 25, 2016

Amt: \$24,000.00

SHAZAM HUSAIN
30842 FULTON STREET
BROOKLYN, NY 11208
ECB Violation No.: 163270131 Date-04/09

Amt: \$300.00

SHAZAM HUSAIN
100-18 200 STREET
QNS, NY 11423
ECB Violation No.: 34855375L Date-10/10

Amt: \$5,000.00

SHAZAM HUSAIN
132-18 ROCKAWAY BOULEVARD
QN, NY 11420
ECB Violation No.: 34820857X Date-06/10

Amt: \$6,000.00

END RETURNS

New York City Department of Finance
Office of the City Register

HELP
(Click help for additional instructions)
Selecting a help option will open new window

Detailed Document Information

Current Search Criteria:
Name: SHAZAM HUSAIN *
Date: To Current Date
Party Type: All Parties
Borough/County: QUEENS
Document Class: UCC AND FEDERAL LIENS

DOCUMENT ID:	2009110400243036	BRFN:	2009000382954	COLLATERAL:	N/A
# OF PAGES:	3	REEL-PAGE:	N/A-N/A	EXPIRATION DATE:	N/A
DOC. TYPE:	FEDERAL LIEN-JRS	FILE NUMBER:	N/A	ASSESSMENT DATE:	4/13/2009
DOC. DATE:	10/29/2009	RECORDED / FILED:	11/20/2009 4:58:32 PM	SLID #:	584477109
DOC. AMOUNT:	\$25,238.41	BOROUGH:	QUEENS	MAP SEQUENCE #:	N/A
%	N/A	RPT#:	N/A		
TRANSFERRED:					
MESSAGE:	N/A				

PARTY 1

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY
HUSAIN, SHAZAM	13218 ROCKAWAY BLVD		OSZONE PARK	NY	114202915	US
HUSAIN, BIBI FAZENA	12218 ROCKAWAY BLVD		OSZONE PARK	NY	114202915	US

PARTY 2

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY
INTERNAL REVENUE SERVICE	135 HIGH STREET, STOP 155		HARTFORD	CT	06103	US

PARTY 3/Other

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY

PARCELS

BOROUGH	BLOCK	LOT	PARTIAL	PROPERTY TYPE	EASEMENT	AIR RIGHTS	SUBTERRANEAN RIGHTS	PROPERTY ADDRESS	UNIT	REMARKS

REFERENCES

BRFN	DOCUMENT ID	BOROUGH	YEAR	REEL	PAGE	LIEENBR	CHAIN	REMARKS

Print

Search Results

Search Options

Main Options

Go To: [Finance Home Page](#) | [NYC.gov Home Page](#) | [Contact Us](#) | [Privacy Policy](#) | [Terms of Use](#)

New York City Department of Finance
Office of the City Register

HELP
(Click help for additional instructions)
Selecting a help option will open a new window

Detailed Document Information

Current Search Criteria:

Name: SHAZAM HUSAIN*
 Date: To Current Date
 Party Type: All Parties
 Borough/County: QUEENS
 Document Class: UCC AND FEDERAL LIENS

DOCUMENT ID:	200911170026021	GRFN:	2009000402263	COLLATERAL:	N/A
# of PAGES:	2	REEL PAGE:	N/A-N/A	EXPIRATION DATE:	N/A
DOC. TYPE:	FEDERAL LIENS-IRS	FILE NUMBER:	N/A	ASSESSMENT DATE:	12/1/2007
DOC. DATE:	11/10/2009	RECORDED / FILED:	12/8/2009 5:25:17 PM	SLID #:	597484809
DOC. AMOUNT:	\$27,594.08	BOROUGH:	QUEENS	MAP SEQUENCE #:	N/A
%:	N/A	RPTT #:	N/A		
TRANSFERRED:	N/A				
MESSAGE:	N/A				

PARTY 1

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY
HUSAIN, SHAZAM	1321A ROCKAWAY BLVD		83 OZONE PARK	NY	11420-2915	US

PARTY 2

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY
INTERNAL REVENUE SERVICE	132 HIGH STREET, STOR. 145		HARTFORD	CT	06103	US

PARTY 3 (Other)

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY

PARCELS

BOROUGH	BLOCK	LOT	PARTIAL	PROPERTY TYPE	EASEMENT	AIR RIGHTS	SUBTERRANEAN RIGHTS	PROPERTY ADDRESS	UNIT	REMARKS

REFERENCES

GRFN	DOCUMENT ID	BOROUGH	YEAR	REEL	PAGE	LENDER	CHAIN	REMARKS

Print Search Results Search Options Main Options

Go To: [Home/Help Page](#) | [NYC.gov Home Page](#) | [Contact Us](#) | [Privacy Policy](#) | [Terms of Use](#)

STATE OF NEW YORK:
COUNTY OF QUEENS:

Vincent P. Surico, the undersigned, an attorney duly admitted to practice before the Courts of this State, respectfully shows:

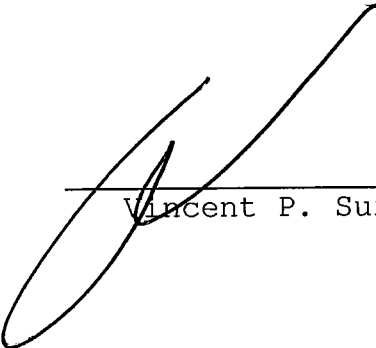
That he is a member of the law firm of De ROSE & SURICO, the attorney of record for the Plaintiff in the above entitled action; that he has read the foregoing summons and complaint and knows the contents thereof; that the same is true to the affiant's own knowledge, except as to the matter therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

The reason that this verification is made by the undersigned and not by the plaintiff is because the Plaintiff maintains its principal place of business outside Queens County; that being the County in which your affiant maintains an office for the practice of law.

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are based upon the records of Plaintiff in deponent's possession.

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

Dated: Bayside, New York
October 5, 2016



Vincent P. Surico

Index No.

Year - 2016

SUPREME COURT OF THE STATE OF NEW YORK:
COUNTY OF QUEENS:

BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
PLAINTIFF,
-AGAINST-

SHAZAM HUSAIN, THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, AMERICAN EXPRESS BANK FSB, CITIBANK, N.A., NYC DEPARTMENT OF FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, and "JOHN DOE" #1-10, "MARY DOE" #1-10, and "JANE DOE" #1-10, the name being fictitious, their true names being unknown to plaintiff, persons intended being persons in possession of portions of the premises described in the complaint in this action,
DEFENDANTS.

SUMMONS AND COMPLAINT

DeROSE & SURICO
Attorneys for Plaintiff
213-44 38th Avenue
Bayside, New York 11361
(718) 279-2000
Fax (718) 279-2048

Pursuant to 22 NYCCR 130-1.1a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2)if the annexed document is an initialing pleading, (i) the matter was not obtained through illegal conduct, of that if it was, the attorney or the persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii)if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: October 5, 2016

Signature

Signer's Name: Vincent P. Surico, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

PLAINTIFF,

-against-

**NOTICE OF PENDENCY
OF ACTION**

SHAZAM HUSAIN, THE UNITED STATES OF AMERICA
INTERNAL REVENUE SERVICE, NEW YORK STATE
DEPARTMENT OF TAXATION AND FINANCE, AMERICAN
EXPRESS BANK FSB, CITIBANK, N.A., NYC
DEPARTMENT OF FINANCE, NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD and "JOHN DOE"
#1-10, "MARY DOE" #1-10, and "JANE DOE" #1-
10, the names of the last three defendants
being fictitious, their true names being
unknown to plaintiff, persons intended being
persons in possession of portions of the
premises described in the complaint in this
action,

INDEX NO.

712009/2016

FILED:

10/7/16

DEFENDANTS.

Property Address: 132-18 ROCKAWAY BLVD SOUTH OZONE PARK, N.Y.
11420

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this Court upon the complaint of the above-named plaintiff against the above named defendants for the foreclosure of a certain mortgage bearing date August 7, 2006, executed by SHAZAM HUSAIN to METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION to secure payment of the principal sum of \$502,500.00, with interest, said mortgage was duly recorded in the Office of the City Register of QUEENS County on September 18, 2006, in CRFN 2006000524602 of mortgages, and the requisite mortgage recording tax was duly paid thereon which mortgage has been assigned to the Plaintiff herein. The premises affected by the said foreclosure action were at the time of the filing of this notice and at the time of the commencement of this action, situated as follows entirely within the County of QUEENS and State of New York:

Schedule A Description

Title Number **EAM23175Q**

Page **1**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, County of Queens and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Rockaway Boulevard, (New Line) distant 40.30 feet West of 133rd Street;

RUNNING THENCE southerly parallel with or nearly so with 133rd Street, 104.25;

THENCE westerly at right angles to the last mentioned course, 20 feet;

THENCE northerly at right angles to the last mentioned course, 106.21 feet and part of the distance through a party wall to the southerly side of Rockaway Boulevard (New Line); and

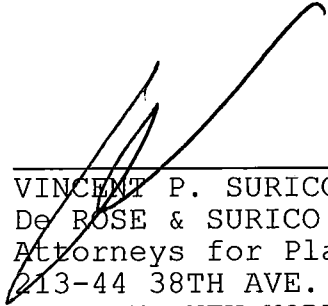
THENCE easterly along the said southerly side of Rockaway Boulevard, 20.15 feet to the point or place of **BEGINNING**.

BLOCK 11756 and LOT 3

AND the property encumbered by said Mortgage, with all appurtenances thereto, is described as follows:

SEE DESCRIPTION - SCHEDULE "A" ATTACHED HERETO

Bayside, New York
Dated: October 5, 2016



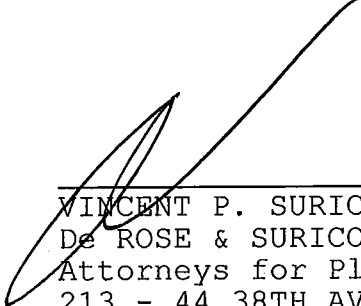
VINCENT P. SURICO
De ROSE & SURICO
Attorneys for Plaintiff
213-44 38TH AVE.
BAYSIDE, NEW YORK 11361
(718) 279-2000

TO THE CLERK OF THE COUNTY OF QUEENS

You are hereby directed to index the foregoing Notice of Pendency of Action against the premises described herein and against the following defendants:

SHAZAM HUSAIN

Bayside, New York
Dated: October 5, 2016



VINCENT P. SURICO
De ROSE & SURICO
Attorneys for Plaintiff
213 - 44 38TH AVE.
BAYSIDE, NEW YORK 11361
(718) 279 - 2000

Index No.

Year - 2016

SUPREME COURT OF THE STATE OF NEW YORK:
COUNTY OF QUEENS:

BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
PLAINTIFF,
-AGAINST-

SHAZAM HUSAIN, THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, AMERICAN EXPRESS BANK FSB, CITIBANK, N.A., NYC DEPARTMENT OF FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, and "JOHN DOE" #1-10, "MARY DOE" #1-10, and "JANE DOE" #1-10, the name being fictitious, their true names being unknown to plaintiff, persons intended being persons in possession of portions of the premises described in the complaint in this action,
DEFENDANTS.

NOTICE OF PENDENCY

DeROSE & SURICO
Attorneys for Plaintiff
213-44 38th Avenue
Bayside, New York 11361
(718) 279-2000
Fax (718) 279-2048

Pursuant to 22 NYCCR 130-1.1a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2)if the annexed document is an initialing pleading, (i) the matter was not obtained through illegal conduct, of that if it was, the attorney or the persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii)if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: October 5, 2016

Signature.....

Signer's Name: Vincent P. Surico, Esq.

D



NYSCEF - Queens County Supreme Court Confirmation Notice



This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

**BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY - v. - SHAZAM
HUSAIN et al**

712009/2016

Assigned Judge: None Recorded

Documents Received on 04/04/2017 09:47 AM

Doc #	Document Type	Motion #
13	AFFIRMATION Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	

Filing User

Name:	VINCENT PELLEGRINO SURICO		
Phone #:	E-mail Address:	vps@deroseandsurico.com	
Fax #:	Work Address:	21344 38TH AVE BAYSIDE, NY 11361	

E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on
04/04/2017 09:47 AM:

SCHWARTZ, BETH PATRICIA - beth.schwartz@usdoj.gov
SURICO, VINCENT PELLEGRINO - vps@deroseandsurico.com

**NOTE: If submitting a working copy of this filing to the court, you must include
as a notification page firmly affixed thereto a copy of this Confirmation Notice.**

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court - apheffer@nycourts.gov
Phone: 718-298-0173, 718-298-0601 Website: <https://www.nycourts.gov/COURTS/11jd/queensclerk>

NYSCEF Resource Center - EFile@nycourts.gov
Phone: (646) 386-3033 Fax: (212) 401-9146 Website: www.nycourts.gov/efile

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

Plaintiff,

-against-

SHAZAM HUSAIN, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE, NEW
YORK STATE DEPARTMENT OF TAXATION AND
FINANCE, AMERICAN EXPRESS BANK FSB,
CITIBANK, N.A., NYC DEPARTMENT OF
FINANCE, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD,

Defendants.

AFFIRMATION

INDEX NO. 712009/2016

Mortgage Premises:

132-18 ROCKAWAY BLVD
SOUTH OZONE PARK,
N.Y. 11420

COMMERCIAL PROPERTY

N.B.: During and after August 2010, numerous and widespread insufficiencies in foreclosure filings in various courts around the nation were reported by major mortgage lenders and other authorities, including failure to review documents and files to establish standing and other foreclosure requisites; filing of notarized affidavits which falsely attest to such review and to other critical facts in the foreclosure process; and "robosignature" of documents.

Vincent P. Surico, Esq., pursuant to CPLR&2106 and under the penalties of perjury, affirms as follows:

1. I am an attorney at law duly licensed to practice in the state of New York and am affiliated with the Law Firm of DeRose & Surico, the attorneys of record for Plaintiff in the above-captioned mortgage foreclosure action. As such, I am fully aware of the underlying action, as well as the proceedings had herein.

2. On OCT. 18, 2016, I communicated with the following representative or representatives of Plaintiff, who informed me that he/she/they (a) personally reviewed plaintiff's documents and

records relating to this case for factual accuracy; (b) confirmed the factual accuracy of the allegations set forth in the complaint and any supporting affidavits or affirmations filed with the Court, as well as the accuracy of the notarizations contained in the supporting documents filed therewith.

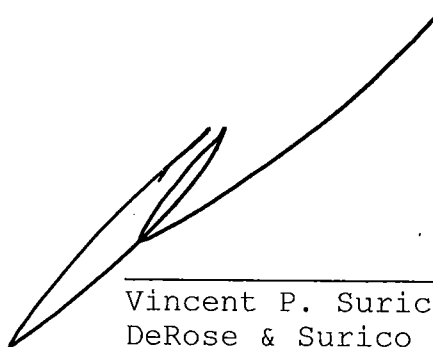
Name
NICOLE CURREY

Title
SUPERVISOR

3. Based upon my communication with NICOLE CURREY, as well as upon my own inspection and other reasonable inquiry under the circumstances, I affirm that, to the best of my knowledge, information, and belief, the Summons and Complaint and other papers filed or submitted to the Court in this matter contain no false statements of fact or law. I understand my continuing obligation to amend this Affirmation in light of newly discovered material facts following its filing.

4. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCCR Part 1200) and 22 NYCRR Part 130.

Dated: April 3, 2017
Bayside, New York



Vincent P. Surico
DeRose & Surico

N.B.: Counsel may augment this affirmation to provide explanatory details, and may file supplemental affirmations or affidavits for the same purpose.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

Plaintiff,

-against-

SHAZAM HUSAIN, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE, NEW
YORK STATE DEPARTMENT OF TAXATION AND
FINANCE, AMERICAN EXPRESS BANK FSB,
CITIBANK, N.A., NYC DEPARTMENT OF
FINANCE, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD,

Defendant(s)

STATE OF Florida
COUNTY OF Broward ss:

INDEX NO. 712009/2016

AFFIDAVIT

MORTGAGED PREMISES:

132-18 ROCKAWAY BLVD
SOUTH OZONE PARK, N.Y.
11420

NICOLE CURREY, being duly sworn, deposes and says:

1. I am a SUPERVISOR, a representative of plaintiff's in the above captioned mortgage foreclosure action. I am authorized to execute this affidavit and am fully aware of the underlying action, as well as the papers and proceedings heretofore had herein.
2. This Affidavit is made in further support of plaintiff's counsel's affirmation pursuant to the October 2010 Administrative Order of the Chief Administrative Judge of the Courts of New York, as supplemented.
3. I have performed the following actions in order to confirm the truth and veracity of the statements made herein. This review is based upon my access to the books and records relating to this loan which are kept in the ordinary course of business.

Initial all that are applicable:

A NC Confirmed the notice of default, if required, was properly mailed prior to commencement of foreclosure.

B NC Reviewed the Summons and Complaint in this action to confirm the factual accuracy of the identity of the proper plaintiff, the

defaults and the amounts claimed to be due to plaintiff as sent forth therein.

C NC Confirmed the affidavit(s) executed and submitted by the plaintiff together with this application have been personally reviewed by the signatory; that the notary acknowledging the affiant's signature followed applicable law in notarizing affiant's signature.

D ___ I am unable to confirm or deny that the underlying documents previously filed with the Court have been properly reviewed or notarized.

E ___ Inasmuch as the underlying mortgage loan has been transferred prior to commencement or during the pendency of this action, I am unable to confirm or deny that the underlying documents filed with the Court have been properly reviewed or notarized by the prior servicer.

F ___ (other) _____

WHEREFORE, it is respectfully requested that the Court grant the proposed relief requested herein together with such relief as the Court deems just and proper.



Name: **NICOLE CURREY**
SUPERVISOR

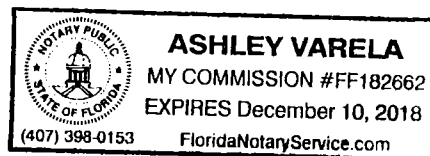
Title: 10/18/16

N.B.: Counsel may augment this affirmation to provide explanatory details, and may file supplemental affirmations or affidavits for the same purpose.

STATE OF Florida
COUNTY OF Broward ss:

On the 18 day of Oct in the year 2016 before me, the undersigned, personally appeared NICOLE CURREY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in their capacity, that his/her signature on the instrument, the individual executed the instrument and that such individual made such appearance before the undersigned.

Sworn to before me this
18th of October, 2016



Ashley Varela
NOTARY PUBLIC

SUPREME COURT OF THE STATE OF NEW YORK:
COUNTY OF QUEENS:

BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
PLAINTIFF,
-AGAINST-

SHAZAM HUSAIN, THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, AMERICAN EXPRESS BANK FSB, CITIBANK, N.A., NYC DEPARTMENT OF FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, and "JOHN DOE" #1-10, "MARY DOE" #1-10, and "JANE DOE" #1-10, the name being fictitious, their true names being unknown to plaintiff, persons intended being persons in possession of portions of the premises described in the complaint in this action,
DEFENDANTS.

ATTORNEY AFFIRMATION

DeROSE & SURICO
Attorneys for Plaintiff
213-44 38th Avenue
Bayside, New York 11361
(718) 279-2000
Fax (718) 279-2048

Pursuant to 22 NYCCR 130-1.1a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initialing pleading, (i) the matter was not obtained through illegal conduct, of that if it was, the attorney or the persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: April 3, 2017

Signature.....

Signer's Name: Vincent P. Surico, Esq.

E

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY,

Plaintiff,

-against-

SHAZAM HUSAIN, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE, NEW YORK
STATE DEPARTMENT OF TAXATION AND FINANCE,
AMERICAN EXPRESS BANK FSB, CITIBANK, N.A.,
NYC DEPARTMENT OF FINANCE, NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD

Defendants.


INDEX NO.
712009/2016

OATH OF REFEREE

* *Conformed* *

STATE OF NEW YORK)
COUNTY OF QUEENS)

I, RONNI GINSBERG, the Referee appointed by an order of this Court, made and entered in the above entitled action, and bearing the date May 3, 2017 to ascertain and compute the amount due to the plaintiff for principal and interest and otherwise upon the mortgage note and mortgage upon which this action was brought, and to examine and report whether the mortgaged premises can be sold in parcels, do solemnly swear that I will faithfully and fairly determine the questions so referred to me, and make a just and true report thereon according to the best of my understanding and as the said order requires.



RONNI GINSBERG,
Referee

Sworn to before me this
7th day of *August* 2017



NOTARY PUBLIC



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE
LIMITED LIABILITY COMPANY,

Plaintiff,

-against-

INDEX NO.
712009/2016

SHAZAM HUSAIN, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE, NEW YORK
STATE DEPARTMENT OF TAXATION AND FINANCE,
AMERICAN EXPRESS BANK FSB, CITIBANK, N.A.,
NYC DEPARTMENT OF FINANCE, NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD

REPORT OF
AMOUNT DUE

Defendants.

TO THE SUPREME COURT OF THE STATE OF NEW YORK:
COUNTY OF QUEENS

In pursuance of an order of this Court, made and entered in the above entitled action and dated May 3, 2017, whereby it was referred to the undersigned as Referee to ascertain and compute the amount due to plaintiff for principal and interest and otherwise upon and by virtue of the mortgage note and mortgage upon which this action was brought, and also to examine and report whether the mortgaged premises can be sold in parcels.

I, RONNI GINSBERG, the Referee in the said order named,

DO REPORT that before the proceeding to hear the testimony I was duly sworn faithfully and fairly to determine the questions referred to me, and to make just and true report thereon, according to the best of my understanding; that Maria Ayala, Document Coordinator, of Bavyview Loan Servicing, LLC, servicing agent and attorney-in-fact for the plaintiff herein, submitted testimony in the form of an affidavit submitted herein, sworn to on July 25, 2017; that I have computed and ascertained the amount due to the plaintiff upon and by virtue of the said mortgage note and mortgage

and that I find and accordingly report, that there is due to the plaintiff for principal and interest on the said mortgage note and mortgage, as of August 15, 2017, the sum of \$542,305.68 exclusive of counsel fees.

Schedule A, hereunto annexed, contains a schedule of the documentary evidence introduced before me, and shows the amount due for principal and interest respectively, the period of the computation of the interest and its rate.

I have made inquiry as to the advisability of selling the mortgaged premises in parcels and find accordingly that the mortgaged premises should be sold in one parcel.

Dated: 8/7/17



RONNI GINSBERG,
Referee

SCHEDULE A
ABSTRACT OF DOCUMENTARY EVIDENCE

One Testimony Before Referee, sworn to by Maria Ayala, Document Coordinator, of Bavyview Loan Servicing, LLC, servicing agent and attorney-in-fact for the plaintiff herein.

One mortgage note bearing the date August 7, 2006, made and executed by SHAZAM HUSAIN to METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION in the sum of FIVE HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$502,500.00) with interest at the rate of 12.875 per annum.

One mortgage dated August 7, 2006, made and executed by SHAZAM HUSAIN to METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION as collateral security for the payment of the amount mentioned in the terms and conditions of said mortgage note acknowledged August 7, 2006, and recorded in Reel CRFN 2006000524602 of Mortgages at page in the Office of the Clerk of the County of QUEENS on September 18, 2006.

One assignment by METWEST COMMERCIAL LENDER, INC., A CALIFORNIA CORPORATION to BAYVIEW LOAN SERVICING, LLC, on August 7, 2006. Said Assignment was duly recorded on November 20, 2006 in the Office of the City Register of QUEENS County in CRFN 2006000642734.

SUPREME COURT OF THE STATE OF N.Y.
COUNTY OF QUEENS
BAYVIEW LOAN SERVICING, LLC, A DELAWARE INDEX NO. 712009/2016
LIMITED LIABILITY COMPANY, Plaintiff,

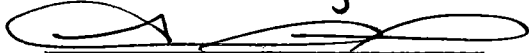
-against-
SHAZAM HUSAIN; et al.,
Defendants.

TESTIMONY BEFORE REFEREE

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I, Maria Ayala, being duly sworn, depose and say:
I am the ~~Document Coordinator~~ of the plaintiff in the within action;
and the owner and holder of the mortgage note and the mortgage
described in the complaint and deemed marked in evidence as Exhibit
"B" and Exhibit "C" respectively. I have examined the attached
"Statement" which is hereby incorporated herein and with the same
force and effect as if set forth herein at length. Said Statement
was prepared from my records and correctly sets forth the amounts
due and owing on the mortgage note and mortgage mentioned in the
complaint herein for principal, interest, late charges and
otherwise. No payments have been made on the account of any of the
items shown on said Statement by defendant. The mortgaged premises
consists of a single parcel of property known as and by street
number 132-18 ROCKAWAY BLVD., SOUTH OZONE PARK, N.Y. 11420 located
in QUEENS County.

Maria Ayala 7/25/17
Maria Ayala Document Coordinator
BAYVIEW LOAN SERVICING, LLC, A
DELAWARE LIMITED LIABILITY COMPANY

Sworn to before me this
25th day of July, 2017

NOTARY PUBLIC
NICOLE CURREY




Nicole Currey
Commission # GG092330
Expires: June 12, 2021
Bonded thru Aaron Notary

STATEMENT

PRINCIPAL.....	\$	438,763.12
INTEREST from September 1, 2016 to August 15, 2017 at 2.0000% as provided in note...	\$	8,507.13
LATE CHARGES.....	\$	663.18
DEFAULT INTEREST from October 6, 2016 to August 15, 2017 at 10.0000% as provided in note.....	\$	38,269.89
PROPERTY INSPECTIONS.....	\$	55.00
TAXES ADVANCED.....	\$	55,970.14
INSURANCE ADVANCED.....	\$	810.14
BORROWER CREDIT.....	\$	-732.92
TOTAL AMOUNT DUE AS OF AUGUST 15, 2017....	\$	542,305.68

DATE: 8/1/17



RONNY GINSBERG
REFEREE

SEP
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL

AUG
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL

AUG
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL

AUG
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL

JUDGMENT FIGS / TOTAL BID WORK UP

LOAN#		DUE DATE	10/1/2016
BORROWER NAME	Shazam Husain		
GIT DATE	8/15/2017		

UNPAID PRINCIPAL BALANCE	2.0000%	\$ 498,763.12
INTEREST		\$8,507.13
PRE-ACCELERATED LATE CHARGES		\$ 663.18
DEFAULT INTEREST	10.0000%	\$36,269.89
PREPAYMENT CONSIDERATION		\$ -
PROPERTY INSPECTIONS		\$ 55.00
BPO		\$ -
PROP PRESERVATION		\$ -
LEGAL FEES ADVANCED		\$2,812.50
TAXES ADVANCED		\$59,976.17
INSURANCE ADVANCED		\$180.14
DEBT DEFERMENT		\$ -
BORROWER CREDIT		\$ (732.92)
TOTAL DEBT OWED		\$ 545,148.18
Regular Per diem after	8/15/2017	\$ 24.38
Default Per diem after	8/15/2017	\$ 121.88
Total Per Diem		\$ 146.26

Referral 8/23/16

Corporate Advances = \$55,000
 Escrow Advances = \$2,812.50

\$59,647.78

\$24.38 \$121.88

PROPERTY INSPECTION	SEE ATTACHED BREAKDOWN						
BPO	SEE ATTACHED BREAKDOWN						
PROP PRESERVATION	SEE ATTACHED BREAKDOWN						
LEGAL FEES ADVANCED	SEE ATTACHED BREAKDOWN						
TAXES ADVANCED	SEE ATTACHED BREAKDOWN						
INSURANCE ADVANCED	SEE ATTACHED BREAKDOWN						

* Legal of \$2,812.50 not allowable *

DEFAULT INTEREST/ PREPAYMENT

BORROWER Shazam Husain **LOAN NUMBER** [REDACTED]
DUE DATE 10/01/16

INTEREST RATE BREAKDOWN

PRINCIPAL BALANCE				\$ 438,763.12
INTEREST R	5 from	to		0.0000%
	4 from	to		0.0000%
	3 from	to		0.0000%
	2 from	to		0.0000%
most recent	1 from	09/01/16 to	08/15/17	2.0000% MOST RECENT
DEFAULT INTERI	5 from	to		0.0000%
	4 from	to		0.0000%
	3 from	to		0.0000%
	2 from	to		0.0000%
most recent	1 from	10/06/16 to	08/15/17	10.0000% MOST RECENT

REGULAR INTEREST: 1 days \$ -
 From 12/31/99 to 12/31/99
 *Per Dien \$ -

REGULAR INTEREST: 1 days \$ -
 From 12/31/99 to 12/31/99
 *Per Dien \$ -

REGULAR INTEREST: 1 days \$ -
 From 12/31/99 to 12/31/99
most recent *Per Dien \$ -

REGULAR INTEREST: 1 days \$ -
 From 12/31/99 to 12/31/99
 *Per Dien \$ -

REGULAR INTEREST: 349 days \$ 8,507.13
 From 09/16/16 to 08/15/17
most recent *Per Dien \$ 24.38

TOTAL INTEREST \$ 8,507.13

DEFAULT INTEREST: 1 days \$ -
 From 12/31/99 to 12/31/99
 *Per Dien \$ -

DEFAULT INTEREST: 1 days \$ -
 From 12/31/99 to 12/31/99
most recent *Per Dien \$ -

DEFAULT INTEREST: 1 days \$ -
 From 12/31/99 to 12/31/99
most recent *Per Dien \$ -

DEFAULT INTEREST: 1 days \$ -
 From 12/31/99 to 12/31/99
 *Per Dien \$ -

DEFAULT INTEREST: 314 days \$ 38,269.89
 From 10/6/16 to 08/15/17
most recent *Per Dien \$ 121.88

TOTAL DEFAULT INTEREST \$ 38,269.89

Total Per Dien: \$ 146.26

DEFAULT PREPAYMENT CONSIDERATION

Estimated Interest for Lockout Period \$ -

Lockout Period days
 From to
 \$ 24.38

Prepayment Consideration of 5%
 Default Prepayment Consideration \$ -

Loanhist: rpt
07/13/2017 12:20:43 PM

Bayview Loan Servicing, LLC Loan History Summary

Page # 1

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Escrow Balance	Late Charge Balance	Corp Advances Amount	Unapplied Balance	Other Funds Balance	Loss Draft Balance
06/21/17	06/21/17	06/01/17	City Taxes	0	219	(\$4,326.56)		\$438,763.12		(\$56,780.28)	\$663.18	\$0.00	\$2,867.50	\$732.92	\$0.00	\$0.00
06/20/17	06/20/17	10/01/16	Property Inspection	429451	399	(\$11.00)		\$438,763.12		(\$52,453.72)	\$663.18	\$11.00	\$2,867.50	\$732.92	\$0.00	\$0.00
05/10/17	05/10/17	10/01/16	Property Inspection	428928	31797	(\$11.00)		\$438,763.12		(\$52,453.72)	\$663.18	\$11.00	\$2,866.50	\$732.92	\$0.00	\$0.00
04/06/17	04/06/17	10/01/16	Property Inspection	428412	30651	(\$11.00)		\$438,763.12		(\$52,453.72)	\$663.18	\$11.00	\$2,845.50	\$732.92	\$0.00	\$0.00
03/13/17	03/13/17	03/01/17	City Taxes	0	29564	(\$4,016.79)		\$438,763.12		(\$48,436.93)	\$663.18	\$0.00	\$2,834.50	\$732.92	\$0.00	\$0.00
03/02/17	03/01/17	10/01/16	Property Inspection	427833	29364	(\$11.00)		\$438,763.12		(\$48,436.93)	\$663.18	\$11.00	\$2,823.50	\$732.92	\$0.00	\$0.00
01/10/17	01/09/17	10/01/16	Unapplied Payment	27217	27217	(\$3,783.54)		\$438,763.12		(\$48,436.93)	\$663.18	\$0.00	\$2,823.50	\$732.92	\$0.00	\$0.00
01/01/17	01/09/17	09/01/16	Regular Payment	27131	27131	\$3,783.54	\$1,452.53	\$438,763.12	\$758.15	\$1,572.86	\$663.18	\$0.00	\$2,823.50	\$4,516.46	\$0.00	\$0.00
01/09/17	01/06/17	09/01/16	Unapplied Payment	27117	27117	(\$4,100.00)		\$440,215.65		(\$50,009.79)	\$663.18	\$0.00	\$2,823.50	\$4,516.46	\$0.00	\$0.00
12/20/16	12/20/16	09/01/16	Property Inspection	426820	26550	(\$11.00)		\$440,215.65		(\$50,009.79)	\$663.18	\$11.00	\$2,823.50	\$4,516.46	\$0.00	\$0.00
12/06/16	12/06/16	12/01/16	City Taxes	0	25817	(\$4,016.79)		\$440,215.65		(\$4,016.79)	\$663.18	\$0.00	\$2,812.50	\$416.46	\$0.00	\$0.00
12/06/16	11/30/16	09/01/16	Unapplied Payment	25941	25941	(\$3,783.54)	\$1,450.03	\$440,215.65	\$760.65	\$1,572.86	\$663.18	\$0.00	\$2,812.50	\$416.46	\$0.00	\$0.00
12/06/16	11/30/16	08/01/16	Regular Payment	217	25722	\$3,783.54		\$441,665.68		(\$45,993.00)	\$663.18	\$0.00	\$2,812.50	\$4,200.00	\$0.00	\$0.00
11/30/16	11/30/16	08/01/16	Unapplied Payment	426232	25409	(\$736.00)		\$441,665.68		(\$47,565.86)	\$663.18	\$736.00	\$2,812.50	\$4,200.00	\$0.00	\$0.00
11/21/16	11/21/16	08/01/16	Foreclosure Cost	426232	25409	(\$580.00)		\$441,665.68		(\$47,565.86)	\$663.18	\$580.00	\$2,076.50	\$4,200.00	\$0.00	\$0.00
11/21/16	11/21/16	08/01/16	Foreclosure Fee	426232	25409	(\$435.50)		\$441,665.68		(\$47,565.86)	\$663.18	\$435.50	\$1,496.50	\$4,200.00	\$0.00	\$0.00
11/21/16	11/21/16	08/01/16	Title Cost	426232	25409	(\$435.00)		\$441,665.68		(\$47,565.86)	\$663.18	\$435.00	\$1,061.00	\$4,200.00	\$0.00	\$0.00
11/21/16	11/21/16	08/01/16	Legal Cost	426232	25409	(\$435.00)		\$441,665.68		(\$47,565.86)	\$663.18	\$435.00	\$626.00	\$4,200.00	\$0.00	\$0.00
11/21/16	11/21/16	08/01/16	Foreclosure Fee	426134	25014	(\$11.00)		\$441,665.68		(\$47,565.86)	\$663.18	\$11.00	\$374.00	\$4,200.00	\$0.00	\$0.00
11/11/16	11/11/16	08/01/16	Property Inspection	0	23751	(\$2,383.00)		\$441,665.68		(\$45,182.86)	\$663.18	\$0.00	\$385.00	\$4,200.00	\$0.00	\$0.00
10/17/16	10/17/16	11/16/16	Fire Policy	425656	23649	(\$11.00)		\$441,665.68		(\$45,182.86)	\$663.18	\$11.00	\$385.00	\$4,200.00	\$0.00	\$0.00
10/13/16	10/13/16	08/01/16	Property Inspection	0	22420	(\$4,079.57)		\$441,665.68		(\$45,182.86)	\$663.18	\$0.00	\$385.00	\$4,200.00	\$0.00	\$0.00
09/16/16	09/16/16	09/01/16	City Taxes	425179	22437	(\$11.00)		\$441,665.68		(\$41,103.29)	\$663.18	\$11.00	\$396.00	\$4,200.00	\$0.00	\$0.00
09/09/16	09/09/16	08/01/16	Property Inspection	22237	22237	\$3,783.54	\$1,472.12	\$441,665.68	\$738.56	\$1,572.86	\$663.18	\$0.00	\$407.00	\$4,200.00	\$0.00	\$0.00
09/06/16	09/02/16	07/01/16	Regular Payment	22237	22237	\$3,783.54		\$443,137.80	\$765.67	\$1,572.86	\$663.18	\$0.00	\$407.00	\$4,200.00	\$0.00	\$0.00
09/06/16	09/02/16	06/01/16	Regular Payment	22237	22237	\$3,783.54	\$1,445.01	\$443,137.80	\$743.42	\$1,572.86	\$663.18	\$0.00	\$407.00	\$4,200.00	\$0.00	\$0.00
09/06/16	09/02/16	05/01/16	Regular Payment	22237	22237	\$3,783.54	\$1,467.26	\$444,592.81	\$743.42	\$1,572.86	\$663.18	\$0.00	\$407.00	\$4,200.00	\$0.00	\$0.00
08/08/16	08/06/16	08/01/16	Late Charge Assess	0	0	(\$110.53)		\$446,050.07		(\$45,821.87)	\$663.18	\$0.00	\$407.00	\$4,200.00	\$0.00	\$0.00
08/05/16	08/05/16	05/01/16	Property Inspection	424622	21063	(\$80.00)		\$446,050.07		(\$45,821.87)	\$663.18	\$0.00	\$407.00	\$4,200.00	\$0.00	\$0.00
07/25/16	07/25/16	05/01/16	Legal Cost	424363	20464	(\$80.00)		\$446,050.07		(\$45,821.87)	\$663.18	\$0.00	\$407.00	\$4,200.00	\$0.00	\$0.00
07/06/16	07/06/16	07/01/16	Late Charge Assess	0	0	(\$110.53)		\$446,050.07		(\$45,821.87)	\$663.18	\$0.00	\$407.00	\$4,200.00	\$0.00	\$0.00
06/27/16	06/27/16	05/01/16	Property Inspection	423998	19361	(\$11.00)		\$446,050.07		(\$45,821.87)	\$663.18	\$11.00	\$407.00	\$4,200.00	\$0.00	\$0.00

Bayview Loan Servicing, LLC
Loan History Summary

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Escrow Balance	Late Charge Balance	Corp Advances Amount	Balance	Unapplied Balance	Other Funds Balance	Loss Draft Balance
06/22/16	06/22/16	06/01/16	City Taxes	0	18976	(\$4,079.57)		\$446,050.07	(\$4,079.57)		(\$45,821.87)	\$442.12	\$0.00	(\$509.00)	\$0.00	\$0.00	\$0.00
06/07/16	06/06/16	06/01/16	Late Charge Assess	0	0	(\$110.53)		\$446,050.07		(\$41,742.30)	\$442.12	\$0.00	\$0.00	(\$509.00)	\$0.00	\$0.00	\$0.00
05/26/16	05/24/16	04/01/16	Regular Payment	18266		\$3,783.54	\$1,440.00	\$446,050.07	\$770.68	\$1,572.86	(\$41,742.30)	\$331.59	\$0.00	(\$509.00)	\$0.00	\$0.00	\$0.00
05/24/16	05/24/16	04/01/16	Property Inspection	423561	18174	(\$11.00)		\$447,490.07		(\$43,315.16)	\$331.59	\$11.00	\$0.00	(\$509.00)	\$0.00	\$0.00	\$0.00
05/06/16	05/06/16	05/01/16	Late Charge Assess	0	0	(\$110.53)		\$447,490.07		(\$43,315.16)	\$331.59	\$0.00	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
04/26/16	04/26/16	03/01/16	water/sewer rental d	423131	16879	(\$40,514.98)		\$447,490.07	\$40,514.98		(\$43,315.16)	\$221.06	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
04/25/16	04/25/16	03/01/16	City Taxes	423079	16878	(\$7,961.00)		\$447,490.07	(\$7,961.00)		(\$43,315.16)	\$221.06	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
04/07/16	04/06/16	03/01/16	Regular Payment	16247		\$3,783.54	\$1,487.33	\$447,490.07	\$723.35	\$1,572.86	(\$42,800.18)	\$221.06	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
PAYMENT CHANGE																	
NEW INT RATE: 2%																	
NEW P&I: \$2210.68																	
04/06/16	04/06/16	04/01/16	Late Charge Assess	0	0	(\$110.53)		\$448,977.40		(\$3,851.24)	\$3,587.96	\$221.06	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
03/09/16	03/09/16	03/01/16	City Taxes	0	14786	(\$3,851.24)		\$448,977.40		(\$3,851.24)	\$3,587.96	\$110.53	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
03/08/16	03/06/16	03/01/16	Late Charge Assess	0	0	(\$110.53)		\$448,977.40		(\$3,851.24)	\$3,587.96	\$110.53	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
02/26/16	02/26/16	03/01/16	Insurance Refund	6098	14616	\$830.00		\$448,977.40	\$830.00		\$7,439.20	\$0.00	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
02/24/16	02/24/16	01/01/12	Principal Adjustm	mod	14487	\$152,695.64	\$152,695.64	\$448,977.40			\$6,609.20	\$0.00	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
02/24/16	02/24/16	02/01/12	Nonrecoverable Fees Pmt	mod	14487	(\$302,987.43)		\$601,673.04			\$6,609.20	\$0.00	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
02/24/16	02/24/16	02/01/12	Unapplied Payment	mod	14487	(\$2,711.22)		\$601,673.04			\$6,609.20	\$0.00	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
02/24/16	02/24/16	02/01/12	Escrow Only Payment	mod	14487	\$5,735.60		\$601,673.04	\$5,735.60		\$6,609.20	\$0.00	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
02/24/16	02/24/16	02/01/12	Escrow Only Payment	mod	14487	\$873.60		\$601,673.04	\$873.60		\$873.60	\$0.00	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
02/24/16	02/24/16	02/01/12	Escrow Only Payment	mod	14487	\$520.00		\$601,673.04		\$0.00	\$0.00	(\$520.00)	\$0.00	(\$520.00)	\$0.00	\$0.00	\$0.00
02/24/16	02/24/16	02/01/12	Legal Fees	mod	14487	\$9,372.18		\$601,673.04	\$9,372.18		\$0.00	\$0.00	(\$9,372.18)	\$0.00	\$0.00	\$0.00	\$0.00
02/24/16	02/24/16	02/01/12	Escrow Only Payment	mod	14487	\$59,944.07		\$601,673.04	\$59,944.07		\$0.00	\$0.00	\$0.00	(\$9,372.18)	\$0.00	\$0.00	\$0.00
02/19/16	02/18/16	02/01/12	Interest Only Payment	mod	14487	\$76,557.56		\$601,673.04	\$76,557.56		(\$59,944.07)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/19/16	02/18/16	02/01/12	Unapplied Payment	14279		\$623.64		\$601,673.04			\$507.78	\$0.00	\$0.00	\$9,372.18	\$2,711.22	\$0.00	\$0.00
02/19/16	02/18/16	01/01/12	Regular Payment	14279		\$3,159.90	\$1,533.05	\$601,673.04	\$1,038.86	\$557.99	(\$59,944.07)	\$507.78	\$0.00	\$9,372.18	\$2,087.58	\$0.00	\$0.00
01/12/16	01/11/16	01/01/12	Unapplied Payment	12524		\$623.64		\$603,206.09			\$507.78	\$0.00	\$0.00	\$9,372.18	\$2,087.58	\$0.00	\$0.00
01/12/16	01/11/16	12/01/11	Regular Payment	12524		\$3,159.90	\$1,563.96	\$603,206.09	\$1,007.95	\$557.99	(\$60,532.06)	\$507.78	\$0.00	\$9,372.18	\$1,463.94	\$0.00	\$0.00
01/11/16	01/11/16	12/01/11	Escrow Only Payment	INS REF	12451	\$162.84		\$603,206.09			(\$60,532.06)	\$507.78	\$0.00	\$9,372.18	\$1,463.94	\$0.00	\$0.00
01/07/16	01/07/16	11/16/15	Fire Policy	0	12350	(\$2,183.00)		\$604,770.05	(\$2,183.00)		(\$61,120.05)	\$507.78	\$0.00	\$9,372.18	\$1,463.94	\$0.00	\$0.00
12/31/15	12/31/15	12/01/11	Legal Cost	421094	12090	(\$96.48)		\$604,770.05		(\$59,099.89)	(\$61,120.05)	\$507.78	\$0.00	\$9,372.18	\$1,463.94	\$0.00	\$0.00
12/31/15	12/31/15	12/01/11	Foreclosure Fee	421094	12090	(\$3,719.50)		\$604,770.05		(\$59,099.89)	(\$61,120.05)	\$507.78	\$3,719.50	\$9,275.70	\$1,463.94	\$0.00	\$0.00
12/11/15	12/11/15	12/01/15	City Taxes	0	10853	(\$3,851.24)		\$604,770.05		(\$59,099.89)	(\$61,120.05)	\$507.78	\$0.00	\$5,556.20	\$1,463.94	\$0.00	\$0.00
12/08/15	12/08/15	11/03/15	Insurance Premium Disbursement	0	10952	(\$287.19)		\$604,770.05	(\$287.19)		(\$55,248.65)	\$507.78	\$0.00	\$5,556.20	\$1,463.94	\$0.00	\$0.00

Bayview Loan Servicing, LLC Loan History Summary

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Escrow Balance	Late Charge Balance	Corp Advances Amount	Balance	Unapplied Balance	Other Funds Balance	Loss Draft Balance
12/04/15	12/03/15	12/01/14	Unapplied Payment	10803		\$623.64		\$604,770.05			(\$54,961.46)	\$507.78	\$0.00	\$5,556.20	\$ 1,463.94	\$ 0.00	\$ 0.00
12/04/15	12/03/15	11/01/14	Regular Payment	10803		\$3,159.90	\$1,527.73	\$604,770.05	\$1,044.18	\$587.99	(\$54,961.46)	\$507.78	\$0.00	\$5,556.20	\$ 840.30	\$ 0.00	\$ 0.00
11/16/15	11/03/15	11/01/14	Unapplied Payment	ADJ	9999	(\$3,159.90)		\$606,297.78			(\$55,549.45)	\$507.78	\$0.00	\$5,556.20	\$ 0.00	\$ 0.00	\$ 0.00
11/16/15	11/03/15	10/01/14	Regular Payment	ADJ	9999	\$3,159.90	\$1,568.81	\$606,297.78	\$1,013.10	\$587.99	(\$55,549.45)	\$507.78	\$0.00	\$5,556.20	\$ 4,000.20	\$ 0.00	\$ 0.00
11/05/15	11/05/15	10/03/15	Insurance Premium Disbursement	0	9489	(\$291.20)		\$607,856.59		(\$291.20)	(\$56,137.44)	\$507.78	\$0.00	\$5,556.20	\$ 4,000.20	\$ 0.00	\$ 0.00
11/03/15	11/02/15	10/01/14	Unapplied Payment	0	9340	\$4,000.00		\$607,856.59			(\$55,846.24)	\$507.78	\$0.00	\$5,556.20	\$ 0.00	\$ 0.00	\$ 0.00
10/20/15	10/20/15	10/01/14	Property Inspection	419763	8686	(\$11.00)		\$607,856.59			(\$55,846.24)	\$507.78	\$11.00	\$5,556.20	\$ 0.20	\$ 0.00	\$ 0.00
10/06/15	10/06/15	09/03/15	Insurance Premium Disbursement	0	8050	(\$287.19)		\$607,856.59		(\$287.19)	(\$55,846.24)	\$507.78	\$0.00	\$5,545.20	\$ 0.20	\$ 0.00	\$ 0.00
09/22/15	09/21/15	10/01/14	Property Inspection	419103	7367	(\$14.00)		\$607,856.59			(\$55,559.05)	\$507.78	\$14.00	\$5,545.20	\$ 0.20	\$ 0.00	\$ 0.00
09/11/15	09/11/15	09/01/15	City Taxes	0	6504	(\$3,871.53)		\$607,856.59		(\$3,871.53)	(\$55,559.05)	\$507.78	\$0.00	\$5,531.20	\$ 0.20	\$ 0.00	\$ 0.00
09/03/15	09/03/15	08/03/15	Insurance Premium Disbursement	0	6473	(\$391.20)		\$607,856.59		(\$391.20)	(\$51,687.52)	\$507.78	\$0.00	\$5,531.20	\$ 0.20	\$ 0.00	\$ 0.00
08/27/15	08/27/15	10/01/14	BPO Fee	418598	6127	(\$400.00)		\$607,856.59			(\$51,396.32)	\$507.78	\$400.00	\$5,531.20	\$ 0.20	\$ 0.00	\$ 0.00
08/24/15	08/24/15	10/01/14	Property Inspection	418505	5946	(\$11.00)		\$607,856.59			(\$51,396.32)	\$507.78	\$11.00	\$5,531.20	\$ 0.20	\$ 0.00	\$ 0.00
08/13/15	08/13/15	07/03/15	Insurance Premium Disbursement	0	5473	(\$291.20)		\$607,856.59		(\$291.20)	(\$51,396.32)	\$507.78	\$0.00	\$5,120.20	\$ 0.20	\$ 0.00	\$ 0.00
07/21/15	07/21/15	10/01/14	Property Inspection	417804	4374	(\$14.00)		\$607,856.59			(\$51,105.12)	\$507.78	\$14.00	\$5,120.20	\$ 0.20	\$ 0.00	\$ 0.00
07/13/15	07/13/15	06/03/15	Insurance Premium Disbursement	0	3816	(\$287.19)		\$607,856.59		(\$287.19)	(\$51,105.12)	\$507.78	\$0.00	\$5,106.20	\$ 0.20	\$ 0.00	\$ 0.00
06/18/15	06/18/15	06/01/15	City Taxes	0	2183	(\$3,871.53)		\$607,856.59		(\$3,871.53)	(\$46,946.40)	\$507.78	\$0.00	\$5,106.20	\$ 0.20	\$ 0.00	\$ 0.00
06/16/15	06/16/15	10/01/14	Property Inspection	416803	2369	(\$14.00)		\$607,856.59			(\$46,946.40)	\$507.78	\$14.00	\$5,106.20	\$ 0.20	\$ 0.00	\$ 0.00
06/05/15	06/05/15	05/03/15	Insurance Premium Disbursement	0	1819	(\$291.20)		\$607,856.59		(\$291.20)	(\$46,946.40)	\$507.78	\$0.00	\$5,092.20	\$ 0.20	\$ 0.00	\$ 0.00
05/14/15	05/14/15	04/03/15	Insurance Premium Disbursement	0	877	(\$850.45)		\$607,856.59		(\$850.45)	(\$46,555.20)	\$507.78	\$0.00	\$5,092.20	\$ 0.20	\$ 0.00	\$ 0.00
05/13/15	05/13/15	10/01/14	Property Inspection	416092	826	(\$14.00)		\$607,856.59			(\$46,555.20)	\$507.78	\$14.00	\$5,092.20	\$ 0.20	\$ 0.00	\$ 0.00
04/13/15	04/13/15	10/01/14	Property Inspection	415320	32201	(\$14.00)		\$607,856.59			(\$45,804.75)	\$507.78	\$14.00	\$5,078.20	\$ 0.20	\$ 0.00	\$ 0.00
03/17/15	03/17/15	10/01/14	Property Inspection	414792	30998	(\$14.00)		\$607,856.59			(\$45,804.75)	\$507.78	\$14.00	\$5,064.20	\$ 0.20	\$ 0.00	\$ 0.00
03/06/15	03/06/15	03/01/15	City Taxes	0	30345	(\$3,818.44)		\$607,856.59		(\$3,818.44)	(\$45,804.75)	\$507.78	\$0.00	\$5,050.20	\$ 0.20	\$ 0.00	\$ 0.00
02/26/15	02/26/15	10/01/14	Property Inspection	414427	30141	(\$14.00)		\$607,856.59			(\$41,986.31)	\$507.78	\$14.00	\$5,050.20	\$ 0.20	\$ 0.00	\$ 0.00
01/16/15	01/16/15	10/01/14	Property Inspection	413396	28120	(\$14.00)		\$607,856.59			(\$41,986.31)	\$507.78	\$14.00	\$5,036.20	\$ 0.20	\$ 0.00	\$ 0.00
12/10/14	12/10/14	12/01/14	City Taxes	0	26025	(\$3,818.44)		\$607,856.59		(\$3,818.44)	(\$41,986.31)	\$507.78	\$0.00	\$5,022.20	\$ 0.20	\$ 0.00	\$ 0.00
12/08/14	12/08/14	10/01/14	Property Inspection	412369	26134	(\$14.00)		\$607,856.59			(\$38,167.87)	\$507.78	\$14.00	\$5,022.20	\$ 0.20	\$ 0.00	\$ 0.00
11/10/14	11/07/14	10/01/14	Property Inspection	411629	24610	(\$14.00)		\$607,856.59			(\$38,167.87)	\$507.78	\$14.00	\$5,008.20	\$ 0.20	\$ 0.00	\$ 0.00
11/03/14	11/03/14	10/01/14	Legal Cost	411495	24284	(\$101.65)		\$607,856.59			(\$38,167.87)	\$507.78	\$101.65	\$4,994.20	\$ 0.20	\$ 0.00	\$ 0.00
10/03/14	10/03/14	10/01/14	Property Inspection	410509	22675	(\$14.00)		\$607,856.59			(\$38,167.87)	\$507.78	\$14.00	\$4,892.55	\$ 0.20	\$ 0.00	\$ 0.00
09/11/14	09/11/14	09/01/14	City Taxes	577	21191	(\$3,568.84)		\$607,856.59		(\$3,568.84)	(\$38,167.87)	\$507.78	\$0.00	\$4,878.55	\$ 0.20	\$ 0.00	\$ 0.00

Loanhist.rpt
07/13/2017 12:20:43 PM

Bayview Loan Servicing, LLC Loan History Summary

Page # 4

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Balance	Late Charge Balance	Corp Advances Amount	Balance	Unapplied Balance	Other Funds Balance	Loss Draft Balance
08/29/14	08/29/14	10/01/11	Property Inspection	400454	20896	(\$14.00)		\$607,856.59		(\$34,599.03)	(\$34,599.03)	\$507.78	\$14.00	\$4,878.55	\$ 0.20	\$ 0.00	\$ 0.00
07/23/14	07/23/14	10/01/11	Property Inspection	229354	18847	(\$14.00)		\$607,856.59		(\$34,599.03)	(\$34,599.03)	\$507.78	\$14.00	\$4,864.55	\$ 0.20	\$ 0.00	\$ 0.00
07/08/14	07/08/14	10/01/11	Late Charge Waive	0	0	\$150.65		\$607,856.59		(\$34,599.03)	(\$34,599.03)	\$507.78	\$0.00	\$4,850.55	\$ 0.20	\$ 0.00	\$ 0.00
07/08/14	07/06/14	10/01/11	Late Charge Assess	0	0	(\$150.65)		\$607,856.59		(\$34,599.03)	(\$34,599.03)	\$658.43	\$0.00	\$4,850.55	\$ 0.20	\$ 0.00	\$ 0.00
08/20/14	08/20/14	10/01/11	Legal Cost	228491	17181	(\$555.00)		\$607,856.59		(\$34,599.03)	(\$34,599.03)	\$507.78	\$555.00	\$4,850.55	\$ 0.20	\$ 0.00	\$ 0.00
08/20/14	08/20/14	10/01/11	Property Inspection	228504	17181	(\$14.00)		\$607,856.59		(\$34,599.03)	(\$34,599.03)	\$507.78	\$14.00	\$4,295.55	\$ 0.20	\$ 0.00	\$ 0.00
06/17/14	06/17/14	06/01/14	City Taxes	0	16827	(\$3,568.84)		\$607,856.59	(\$3,568.84)	(\$34,599.03)	(\$34,599.03)	\$507.78	\$0.00	\$4,281.55	\$ 0.20	\$ 0.00	\$ 0.00
06/06/14	06/06/14	10/01/11	Late Charge Waive	0	0	\$150.65		\$607,856.59		(\$31,030.19)	(\$31,030.19)	\$507.78	\$0.00	\$4,267.55	\$ 0.20	\$ 0.00	\$ 0.00
06/06/14	06/06/14	06/01/14	Late Charge Assess	0	0	(\$150.65)		\$607,856.59		(\$31,030.19)	(\$31,030.19)	\$658.43	\$0.00	\$4,253.55	\$ 0.20	\$ 0.00	\$ 0.00
05/16/14	05/16/14	10/01/11	Property Inspection	0	15390	(\$14.00)		\$607,856.59		(\$31,030.19)	(\$31,030.19)	\$507.78	\$14.00	\$4,239.55	\$ 0.20	\$ 0.00	\$ 0.00
05/06/14	05/06/14	10/01/11	Late Charge Waive	0	0	\$150.65		\$607,856.59		(\$31,030.19)	(\$31,030.19)	\$507.78	\$0.00	\$4,225.55	\$ 0.20	\$ 0.00	\$ 0.00
05/06/14	05/06/14	05/01/14	Late Charge Assess	0	0	(\$150.65)		\$607,856.59		(\$31,030.19)	(\$31,030.19)	\$658.43	\$0.00	\$4,211.55	\$ 0.20	\$ 0.00	\$ 0.00
04/10/14	04/10/14	10/01/11	Property Inspection	226741	13382	(\$14.00)		\$607,856.59		(\$31,030.19)	(\$31,030.19)	\$507.78	\$14.00	\$4,197.55	\$ 0.20	\$ 0.00	\$ 0.00
04/08/14	04/08/14	10/01/11	Late Charge Waive	0	0	\$150.65		\$607,856.59		(\$31,030.19)	(\$31,030.19)	\$507.78	\$0.00	\$4,183.55	\$ 0.20	\$ 0.00	\$ 0.00
04/08/14	04/06/14	04/01/14	Late Charge Assess	0	0	(\$150.65)		\$607,856.59		(\$31,030.19)	(\$31,030.19)	\$658.43	\$0.00	\$4,169.55	\$ 0.20	\$ 0.00	\$ 0.00
03/13/14	03/13/14	10/01/11	Property Inspection	225874	11829	(\$15.00)		\$607,856.59	(\$3,361.86)	(\$31,030.19)	(\$31,030.19)	\$507.78	\$15.00	\$4,155.55	\$ 0.20	\$ 0.00	\$ 0.00
03/13/14	03/13/14	03/01/14	City Taxes	0	11041	(\$3,361.86)		\$607,856.59	(\$3,361.86)	(\$31,030.19)	(\$31,030.19)	\$507.78	\$0.00	\$4,141.55	\$ 0.20	\$ 0.00	\$ 0.00
03/06/14	03/06/14	10/01/11	Late Charge Waive	0	0	\$150.65		\$607,856.59		(\$27,668.33)	(\$27,668.33)	\$507.78	\$0.00	\$4,127.55	\$ 0.20	\$ 0.00	\$ 0.00
03/06/14	03/06/14	03/01/14	Late Charge Assess	0	0	(\$150.65)		\$607,856.59		(\$27,668.33)	(\$27,668.33)	\$658.43	\$0.00	\$4,113.55	\$ 0.20	\$ 0.00	\$ 0.00
02/12/14	02/12/14	10/01/11	Property Inspection	225033	10161	(\$15.00)		\$607,856.59		(\$27,668.33)	(\$27,668.33)	\$507.78	\$15.00	\$4,099.55	\$ 0.20	\$ 0.00	\$ 0.00
02/06/14	02/06/14	10/01/11	Late Charge Waive	0	0	\$143.21		\$607,856.59		(\$27,668.33)	(\$27,668.33)	\$507.78	\$0.00	\$4,085.55	\$ 0.20	\$ 0.00	\$ 0.00
02/06/14	02/06/14	10/01/11	Late Charge Assess	0	0	(\$143.21)		\$607,856.59		(\$27,668.33)	(\$27,668.33)	\$650.99	\$0.00	\$4,071.55	\$ 0.20	\$ 0.00	\$ 0.00
01/21/14	01/21/14	02/03/14	Insurance Premium Disbursement	0	8749	(\$945.88)		\$607,856.59	(\$945.88)	(\$26,722.45)	(\$26,722.45)	\$507.78	\$0.00	\$4,223.55	\$ 0.20	\$ 0.00	\$ 0.00
01/10/14	01/10/14	10/01/11	Property Inspection	223944	8147	(\$15.00)		\$607,856.59		(\$26,722.45)	(\$26,722.45)	\$507.78	\$15.00	\$4,209.55	\$ 0.20	\$ 0.00	\$ 0.00
01/07/14	01/07/14	10/01/11	Late Charge Waive	0	0	\$143.21		\$607,856.59		(\$26,722.45)	(\$26,722.45)	\$650.99	\$0.00	\$4,195.55	\$ 0.20	\$ 0.00	\$ 0.00
01/07/14	01/06/14	01/01/14	Late Charge Assess	0	0	(\$143.21)		\$607,856.59		(\$26,722.45)	(\$26,722.45)	\$507.78	\$0.00	\$4,181.55	\$ 0.20	\$ 0.00	\$ 0.00
12/11/13	12/11/13	12/01/13	City Taxes	0	5732	(\$3,361.86)		\$607,856.59	(\$3,361.86)	(\$26,722.45)	(\$26,722.45)	\$507.78	\$0.00	\$4,208.55	\$ 0.20	\$ 0.00	\$ 0.00
12/11/13	12/11/13	10/01/11	Sheriff Cost	222972	6381	(\$250.00)		\$607,856.59		(\$23,360.59)	(\$23,360.59)	\$507.78	\$250.00	\$4,208.55	\$ 0.20	\$ 0.00	\$ 0.00
12/06/13	12/06/13	10/01/11	Late Charge Waive	0	0	\$143.21		\$607,856.59		(\$23,360.59)	(\$23,360.59)	\$507.78	\$0.00	\$3,958.55	\$ 0.20	\$ 0.00	\$ 0.00
12/06/13	12/06/13	12/01/13	Late Charge Assess	0	0	(\$143.21)		\$607,856.59		(\$23,360.59)	(\$23,360.59)	\$650.99	\$0.00	\$3,958.55	\$ 0.20	\$ 0.00	\$ 0.00
11/29/13	11/29/13	10/01/11	Property Inspection	222493	5540	(\$15.00)		\$607,856.59		(\$23,360.59)	(\$23,360.59)	\$507.78	\$15.00	\$3,944.55	\$ 0.20	\$ 0.00	\$ 0.00
11/07/13	11/07/13	10/01/11	BPO Fee	221740	4036	(\$400.00)		\$607,856.59		(\$23,360.59)	(\$23,360.59)	\$507.78	\$400.00	\$3,930.55	\$ 0.20	\$ 0.00	\$ 0.00

Bayview Loan Servicing, LLC Loan History Summary

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Balance	Late Charge Balance	Corp Advances Amount	Balance	Unapplied Balance	Other Funds Balance	Loss Draft Balance
11/06/13	11/06/13	10/01/11	Late Charge Waive	0	0	\$143.21		\$607,856.59			(\$23,360.59)	\$507.78	\$0.00	\$3,543.55	\$0.20	\$0.00	\$0.00
11/06/13	11/06/13	11/01/13	Late Charge Assess	0	0	(\$143.21)		\$607,856.59			(\$23,360.59)	\$650.99	\$0.00	\$3,543.55	\$0.20	\$0.00	\$0.00
11/05/13	11/05/13	10/01/11	Property Inspection	221615	3829	(\$15.00)		\$607,856.59			(\$23,360.59)	\$507.78	\$15.00	\$3,543.55	\$0.20	\$0.00	\$0.00
11/04/13	11/04/13	10/01/11	Legal Cost	221535	3766	(\$228.55)		\$607,856.59			(\$23,360.59)	\$507.78	\$228.55	\$3,528.55	\$0.20	\$0.00	\$0.00
10/14/13	10/14/13	10/01/11	Property Inspection	220591	2484	(\$15.00)		\$607,856.59			(\$23,360.59)	\$507.78	\$15.00	\$3,300.00	\$0.20	\$0.00	\$0.00
10/08/13	10/08/13	10/01/11	Late Charge Waive	0	0	\$143.21		\$607,856.59			(\$23,360.59)	\$507.78	\$0.00	\$3,285.00	\$0.20	\$0.00	\$0.00
10/08/13	10/06/13	10/01/13	Late Charge Assess	0	0	(\$143.21)		\$607,856.59			(\$23,360.59)	\$650.99	\$0.00	\$3,285.00	\$0.20	\$0.00	\$0.00
09/11/13	09/11/13	09/01/13	City Taxes	0	139	(\$3,339.15)		\$607,856.59		(\$3,339.15)	(\$20,021.44)	\$507.78	\$0.00	\$3,285.00	\$0.20	\$0.00	\$0.00
09/09/13	09/09/13	10/01/11	Property Inspection	219197	196	(\$15.00)		\$607,856.59			(\$20,021.44)	\$507.78	\$15.00	\$3,285.00	\$0.20	\$0.00	\$0.00
09/06/13	09/06/13	10/01/11	Late Charge Waive	0	0	\$143.21		\$607,856.59			(\$20,021.44)	\$507.78	\$0.00	\$3,270.00	\$0.20	\$0.00	\$0.00
09/06/13	09/06/13	09/01/13	Late Charge Assess	0	0	(\$143.21)		\$607,856.59			(\$20,021.44)	\$650.99	\$0.00	\$3,270.00	\$0.20	\$0.00	\$0.00
08/12/13	08/12/13	10/01/11	Property Inspection	0	0	(\$15.00)		\$607,856.59			(\$20,021.44)	\$507.78	\$15.00	\$3,255.00	\$0.20	\$0.00	\$0.00
08/06/13	08/06/13	08/01/13	Late Charge Assess	0	0	(\$15.00)		\$607,856.59			(\$20,021.44)	\$507.78	\$0.00	\$3,255.00	\$0.20	\$0.00	\$0.00
08/06/13	08/06/13	08/01/13	Late Charge Waive	0	0	\$135.86		\$607,856.59			(\$20,021.44)	\$643.64	\$0.00	\$3,255.00	\$0.20	\$0.00	\$0.00
07/11/13	07/11/13	10/01/11	Property Inspection	0	0	(\$135.86)		\$607,856.59			(\$20,021.44)	\$507.78	\$15.00	\$3,240.00	\$0.20	\$0.00	\$0.00
07/08/13	07/08/13	10/01/11	Late Charge Waive	0	0	\$135.86		\$607,856.59			(\$20,021.44)	\$507.78	\$0.00	\$3,240.00	\$0.20	\$0.00	\$0.00
07/08/13	07/06/13	07/01/13	Late Charge Assess	0	0	(\$135.86)		\$607,856.59			(\$20,021.44)	\$643.64	\$0.00	\$3,240.00	\$0.20	\$0.00	\$0.00
06/21/13	06/21/13	06/01/13	City Taxes	0	27208	(\$3,339.15)		\$607,856.59		(\$3,339.15)	(\$20,021.44)	\$507.78	\$0.00	\$3,240.00	\$0.20	\$0.00	\$0.00
06/06/13	06/06/13	10/01/11	Late Charge Waive	0	0	\$135.86		\$607,856.59			(\$16,682.29)	\$507.78	\$0.00	\$3,240.00	\$0.20	\$0.00	\$0.00
06/06/13	06/06/13	06/01/13	Late Charge Assess	0	0	(\$135.86)		\$607,856.59			(\$16,682.29)	\$643.64	\$0.00	\$3,240.00	\$0.20	\$0.00	\$0.00
05/24/13	05/24/13	10/01/11	Property Inspection	214890	25435	(\$15.00)		\$607,856.59			(\$16,682.29)	\$507.78	\$15.00	\$3,240.00	\$0.20	\$0.00	\$0.00
05/07/13	05/07/13	10/01/11	Late Charge Waive	0	0	\$135.86		\$607,856.59			(\$16,682.29)	\$507.78	\$0.00	\$3,225.00	\$0.20	\$0.00	\$0.00
05/07/13	05/06/13	05/01/13	Late Charge Assess	0	0	(\$135.86)		\$607,856.59			(\$16,682.29)	\$643.64	\$0.00	\$3,225.00	\$0.20	\$0.00	\$0.00
04/19/13	04/19/13	10/01/11	Property Inspection	213507	22544	(\$15.00)		\$607,856.59			(\$16,682.29)	\$507.78	\$15.00	\$3,225.00	\$0.20	\$0.00	\$0.00
04/08/13	04/08/13	10/01/11	Late Charge Waive	0	0	\$135.86		\$607,856.59			(\$16,682.29)	\$507.78	\$0.00	\$3,210.00	\$0.20	\$0.00	\$0.00
04/08/13	04/06/13	04/01/13	Late Charge Assess	0	0	(\$135.86)		\$607,856.59			(\$16,682.29)	\$643.64	\$0.00	\$3,210.00	\$0.20	\$0.00	\$0.00
03/22/13	03/22/13	03/01/13	City Taxes	0	18258	(\$2,724.05)		\$607,856.59		(\$2,724.05)	(\$13,958.24)	\$507.78	\$0.00	\$3,210.00	\$0.20	\$0.00	\$0.00
03/20/13	03/20/13	10/01/11	Property Inspection	211880	19666	(\$15.00)		\$607,856.59			(\$13,958.24)	\$507.78	\$15.00	\$3,210.00	\$0.20	\$0.00	\$0.00
02/22/13	02/22/13	10/01/11	Property Inspection	210585	17263	(\$15.00)		\$607,856.59			(\$13,958.24)	\$507.78	\$15.00	\$3,195.00	\$0.20	\$0.00	\$0.00
01/25/13	01/25/13	02/03/13	Insurance Premium Disbursement	0	14319	(\$923.74)		\$607,856.59		(\$923.74)	(\$13,958.24)	\$507.78	\$0.00	\$3,180.00	\$0.20	\$0.00	\$0.00
01/18/13	01/18/13	10/01/11	Property Inspection	208360	13590	(\$15.00)		\$607,856.59			(\$13,034.50)	\$507.78	\$15.00	\$3,165.00	\$0.20	\$0.00	\$0.00
12/28/12	12/28/12	10/01/11	Property Inspection	206948	10659	(\$15.00)		\$607,856.59			(\$13,034.50)	\$507.78	\$15.00	\$3,165.00	\$0.20	\$0.00	\$0.00

Loanhist.rpt
07/13/2017 12:20:43 PM

Bayview Loan Servicing, LLC Loan History Summary

Page # 6

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Balance	Late Charge Balance	Corp Advances Amount	Balance	Unapplied Balance	Other Funds Balance	Loss Draft Balance
12/28/12	12/28/12	10/01/11	Property Inspection	206948	10669	(\$15.00)		\$607,856.59			(\$13,034.50)	\$507.78	\$15.00	\$3,150.00	\$0.20	\$0.00	\$0.00
12/19/12	12/19/12	12/01/12	City Taxes	0	8575	(\$2,724.05)		\$607,856.59		(\$2,724.05)	(\$13,034.50)	\$507.78	\$0.00	\$3,135.00	\$0.20	\$0.00	\$0.00
10/22/12	10/22/12	10/01/11	Property Inspection	202737	2367	(\$15.00)		\$607,856.59			(\$10,310.45)	\$507.78	\$15.00	\$3,135.00	\$0.20	\$0.00	\$0.00
10/18/12	10/18/12	10/01/11	BPO Fee	202630	2002	(\$400.00)		\$607,856.59			(\$10,310.45)	\$507.78	\$400.00	\$3,120.00	\$0.20	\$0.00	\$0.00
09/25/12	09/25/12	10/01/11	Property Inspection	201123	31796	(\$15.00)		\$607,856.59			(\$10,310.45)	\$507.78	\$15.00	\$2,720.00	\$0.20	\$0.00	\$0.00
09/13/12	09/13/12	09/01/12	City Taxes	0	29545	(\$2,652.97)		\$607,856.59		(\$2,652.97)	(\$10,310.45)	\$507.78	\$0.00	\$2,705.00	\$0.20	\$0.00	\$0.00
08/17/12	08/17/12	10/01/11	Property Inspection	197673	26766	(\$15.00)		\$607,856.59			(\$7,657.48)	\$507.78	\$15.00	\$2,705.00	\$0.20	\$0.00	\$0.00
07/23/12	07/23/12	10/01/11	Legal Cost	194378	22109	(\$435.00)		\$607,856.59			(\$7,657.48)	\$507.78	\$435.00	\$2,690.00	\$0.20	\$0.00	\$0.00
07/23/12	07/23/12	10/01/11	Title Cost	194378	22109	(\$435.00)		\$607,856.59			(\$7,657.48)	\$507.78	\$435.00	\$2,255.00	\$0.20	\$0.00	\$0.00
07/23/12	07/23/12	10/01/11	Foreclosure Fee	194378	22109	(\$625.00)		\$607,856.59			(\$7,657.48)	\$507.78	\$625.00	\$1,819.50	\$0.20	\$0.00	\$0.00
07/18/12	07/18/12	10/01/11	Property Inspection	194378	22109	(\$625.00)		\$607,856.59			(\$7,657.48)	\$507.78	\$625.00	\$1,194.50	\$0.20	\$0.00	\$0.00
06/22/12	06/22/12	10/01/11	Property Inspection	193747	21169	(\$15.00)		\$607,856.59			(\$7,657.48)	\$507.78	\$15.00	\$599.50	\$0.20	\$0.00	\$0.00
06/21/12	06/21/12	06/01/12	City Taxes	191360	17002	(\$15.00)		\$607,856.59			(\$7,657.48)	\$507.78	\$15.00	\$554.50	\$0.20	\$0.00	\$0.00
06/07/12	06/07/12	10/01/11	Title Cost	0	15965	(\$2,652.97)		\$607,856.59		(\$2,652.97)	(\$7,657.48)	\$507.78	\$0.00	\$539.50	\$0.20	\$0.00	\$0.00
06/07/12	06/07/12	10/01/11	Legal Cost	VD189022	14482	\$435.00		\$607,856.59			(\$5,004.51)	\$507.78	(\$435.00)	\$539.50	\$0.20	\$0.00	\$0.00
06/07/12	06/07/12	10/01/11	Legal Cost	VD189022	14482	\$400.00		\$607,856.59			(\$5,004.51)	\$507.78	(\$400.00)	\$975.00	\$0.20	\$0.00	\$0.00
06/07/12	06/07/12	10/01/11	Legal Cost	VD189022	14482	\$35.00		\$607,856.59			(\$5,004.51)	\$507.78	(\$35.00)	\$1,375.00	\$0.20	\$0.00	\$0.00
06/07/12	06/07/12	10/01/11	Foreclosure Cost	VD189022	14482	\$625.00		\$607,856.59			(\$5,004.51)	\$507.78	(\$625.00)	\$1,410.00	\$0.20	\$0.00	\$0.00
05/31/12	05/31/12	10/01/11	Foreclosure Fee	189022	13250	\$625.00		\$607,856.59			(\$5,004.51)	\$507.78	(\$625.00)	\$2,035.00	\$0.20	\$0.00	\$0.00
05/31/12	05/31/12	10/01/11	Title Cost	189022	13250	(\$435.00)		\$607,856.59			(\$5,004.51)	\$507.78	\$435.00	\$2,680.00	\$0.20	\$0.00	\$0.00
05/31/12	05/31/12	10/01/11	Foreclosure Cost	189022	13250	(\$625.00)		\$607,856.59			(\$5,004.51)	\$507.78	\$625.00	\$2,224.50	\$0.20	\$0.00	\$0.00
05/31/12	05/31/12	10/01/11	Legal Cost	189022	13250	(\$435.00)		\$607,856.59			(\$5,004.51)	\$507.78	\$435.00	\$1,599.50	\$0.20	\$0.00	\$0.00
05/16/12	05/16/12	10/01/11	Foreclosure Fee	187543	5567	(\$15.00)		\$607,856.59			(\$5,004.51)	\$507.78	\$15.00	\$1,164.50	\$0.20	\$0.00	\$0.00
05/01/12	05/01/12	10/01/11	Property Inspection	186379	19205	(\$15.00)		\$607,856.59			(\$5,004.51)	\$507.78	\$15.00	\$599.50	\$0.20	\$0.00	\$0.00
03/22/12	03/22/12	10/01/11	Property Inspection	182247	15085	(\$15.00)		\$607,856.59			(\$5,004.51)	\$507.78	\$15.00	\$524.50	\$0.20	\$0.00	\$0.00
03/16/12	03/16/12	03/01/12	City Taxes	0	6882	(\$2,011.96)		\$607,856.59		(\$2,011.96)	(\$5,004.51)	\$507.78	\$0.00	\$494.50	\$0.20	\$0.00	\$0.00
03/13/12	03/13/12	10/01/11	Late Charge Waive	0	0	\$643.00		\$607,856.59			(\$2,992.55)	\$507.78	\$0.00	\$494.50	\$0.20	\$0.00	\$0.00
03/06/12	03/06/12	03/01/12	Late Charge Assess	0	0	(\$128.60)		\$607,856.59			(\$2,992.55)	\$507.78	\$0.00	\$494.50	\$0.20	\$0.00	\$0.00
02/17/12	02/17/12	10/01/11	Property Inspection	173633	8996	(\$15.00)		\$607,856.59			(\$2,992.55)	\$1,022.18	\$15.00	\$494.50	\$0.20	\$0.00	\$0.00
02/07/12	02/06/12	02/01/12	Late Charge Assess	0	0	(\$128.60)		\$607,856.59			(\$2,992.55)	\$1,022.18	\$0.00	\$479.50	\$0.20	\$0.00	\$0.00
01/30/12	01/30/12	02/03/12	Insurance Premium Disbursement	0	8512	(\$943.74)		\$607,856.59		(\$943.74)	(\$2,992.55)	\$893.58	\$0.00	\$479.50	\$0.20	\$0.00	\$0.00

Loanhist: rpt
07/13/2017 12:20:43 PM

Bayview Loan Servicing, LLC

Loan History Summary

Page # 7

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Escrow Balance	Late Charge Balance	Corp Advances Amount	Advances Balance	Unapplied Balance	Other Funds Balance	Loss Draft Balance
01/23/12	01/23/12	10/01/11	Property Inspection	176698	29939	(\$15.00)		\$607,856.59			(\$2,048.81)	\$893.58	\$15.00	\$479.50	\$ 0.20	\$ 0.00	\$ 0.00
01/06/12	01/06/12	01/01/12	Late Charge Assess	0	0	(\$128.60)		\$607,856.59			(\$2,048.81)	\$893.58	\$0.00	\$464.50	\$ 0.20	\$ 0.00	\$ 0.00
12/14/11	12/14/11	12/01/11	City Taxes	0	16345	(\$2,011.96)		\$607,856.59			(\$2,048.81)	\$764.98	\$0.00	\$464.50	\$ 0.20	\$ 0.00	\$ 0.00
12/06/11	12/06/11	12/01/11	Late Charge Assess	0	0	(\$128.60)		\$607,856.59			(\$36.85)	\$764.98	\$0.00	\$464.50	\$ 0.20	\$ 0.00	\$ 0.00
11/22/11	11/22/11	10/01/11	Property Inspection	169650	10541	(\$15.00)		\$607,856.59			(\$36.85)	\$636.38	\$15.00	\$449.50	\$ 0.20	\$ 0.00	\$ 0.00
11/21/11	11/21/11	10/01/11	Unapplied Payment	QC75539	8700	\$0.20		\$607,856.59			(\$36.85)	\$636.38	\$0.00	\$449.50	\$ 0.20	\$ 0.00	\$ 0.00
11/21/11	11/16/11	09/01/11	Regular Payment	QC75539	8700	\$3,159.90	\$1,522.42	\$607,856.59	\$1,049.49	\$587.99	(\$36.85)	\$636.38	\$0.00	\$449.50	\$ 0.00	\$ 0.00	\$ 0.00
11/08/11	11/06/11	11/01/11	Late Charge Assess	0	0	(\$128.60)		\$607,856.59			(\$824.84)	\$636.38	\$0.00	\$449.50	\$ 0.00	\$ 0.00	\$ 0.00
10/28/11	10/28/11	08/01/11	Property Inspection	167821	23844	(\$15.00)		\$610,898.82			(\$1,212.83)	\$636.38	\$0.00	\$449.50	\$ 0.00	\$ 0.00	\$ 0.00
10/24/11	10/24/11	08/01/11	BPO Fee	167146	21594	(\$400.00)		\$610,898.82			(\$1,212.83)	\$507.78	\$400.00	\$434.50	\$ 0.00	\$ 0.00	\$ 0.00
10/07/11	10/06/11	08/01/11	Property Inspection	165550	12843	(\$15.00)		\$610,898.82			(\$1,212.83)	\$507.78	\$15.00	\$34.50	\$ 0.00	\$ 0.00	\$ 0.00
10/06/11	10/06/11	10/01/11	Late Charge Assess	0	0	(\$128.60)		\$610,898.82			(\$1,212.83)	\$379.18	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
09/16/11	09/16/11	09/01/11	City Taxes	0	24897	(\$2,076.39)		\$610,898.82			(\$1,212.83)	\$379.18	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
09/07/11	09/06/11	09/01/11	Late Charge Assess	0	0	(\$128.60)		\$610,898.82			\$863.56	\$379.18	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
08/08/11	08/06/11	08/01/11	Late Charge Assess	0	0	(\$128.60)		\$610,898.82			\$863.56	\$250.58	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
07/06/11	07/05/11	08/01/11	Late Charge Waive	00177953	19118	\$128.60		\$610,898.82			\$863.56	\$250.58	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
07/06/11	07/05/11	07/01/11	Regular Payment	00177953	19118	\$3,159.90	\$1,551.16	\$610,898.82	\$1,020.75	\$587.99	\$863.56	\$121.98	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
07/06/11	07/06/11	07/01/11	Late Charge Assess	0	0	(\$128.60)		\$612,449.98			\$275.57	\$250.58	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
06/29/11	06/29/11	06/01/11	City Taxes	0	11444	(\$2,076.39)		\$612,449.98			\$275.57	\$121.98	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
06/06/11	06/04/11	07/01/11	Late Charge Payment	QC175834	1345	\$3.31		\$612,449.98			\$2351.96	\$121.98	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
06/02/11	06/02/11	06/01/11	Other Funds Disbursement	32302	32302	(\$19.50)		\$612,449.98			\$2351.96	\$121.98	\$0.00	\$19.50	\$ 0.00	\$ 0.00	\$ 0.00
05/31/11	05/31/11	06/01/11	Other Funds Disbursement	32302	32302	\$19.50		\$613,964.51			\$1,763.97	\$125.29	\$19.50	\$0.00	\$0.00	\$ 0.00	\$ 0.00
05/27/11	05/27/11	06/01/11	Other Funds Disbursement	PROPINSP	30762	(\$11.50)		\$613,964.51			\$1,763.97	\$125.29	\$0.00	\$0.00	\$ 0.00	\$ 0.00	\$ 0.00
05/26/11	05/26/11	06/01/11	Other Funds Disbursement	PROPINSP	29079	(\$11.50)		\$613,964.51			\$1,763.97	\$125.29	\$0.00	\$0.00	\$ 0.00	\$ 0.00	\$ 0.00
05/09/11	05/06/11	06/01/11	Late Charge Payment	QC174097	19505	\$3.31		\$613,964.51			\$1,763.97	\$125.29	\$0.00	\$0.00	\$ 0.00	\$ 0.00	\$ 0.00
05/09/11	05/06/11	05/01/11	Regular Payment	QC174097	19505	\$3,159.90	\$1,546.06	\$613,964.51	\$1,025.65	\$587.99	\$1,763.97	\$128.60	\$0.00	\$0.00	\$ 0.00	\$ 0.00	\$ 0.00
PAYMENT CHANGE			NEW INT RATE: 2%	NEW P&I: \$2571.91	NEW ESC PMT: \$587.99												
05/06/11	05/06/11	05/01/11	Late Charge Assess	0	0	(\$128.60)		\$615,510.57			\$1,175.98	\$128.60	\$0.00	\$0.00	\$ 0.00	\$ 15.00	\$ 0.00
04/14/11	04/14/11	02/01/09	Principal Adjustment	MOD	9405	(\$143,574.52)	(\$143,574.52)	\$615,510.57			\$1,175.98	\$0.00	\$0.00	\$0.00	\$ 0.00	\$ 15.00	\$ 0.00

Bayview Loan Servicing, LLC
Loan History Summary

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Escrow Balance	Late Charge Balance	Corp Advances Amount	Corp Advances Balance	Unapplied Balance	Other Funds Balance	Loss Draft Balance
04/14/11	04/14/11	03/01/09	Unapplied Payment	MOD 9405		(\$4,627.72)		\$471,936.05			\$1,175.98	\$0.00	\$0.00	\$0.00	\$ 0.00	\$ 15.00	\$ 0.00
04/14/11	04/14/11	03/01/09	Escrow Only Payment	MOD 9405		\$1,175.98		\$471,936.05		\$1,175.98	\$1,175.98	\$0.00	\$0.00	\$0.00	\$ 4,627.72	\$ 15.00	\$ 0.00
04/14/11	04/14/11	03/01/09	Other Funds Payment	MOD 9405		\$15.00		\$471,936.05		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 4,627.72	\$ 15.00	\$ 0.00
04/14/11	04/14/11	03/01/09	ModificationFee	MOD 9405		\$500.00		\$471,936.05		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 4,627.72	\$ 0.00	\$ 0.00
04/14/11	04/14/11	03/01/09	Other Funds Payment	MOD 9405		\$5,990.00		\$471,936.05		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 4,627.72	\$ 0.00	\$ 0.00
04/14/11	04/14/11	03/01/09	Other Funds Payment	MOD 9405		\$15,282.38		\$471,936.05		\$15,282.38	\$0.00	\$0.00	\$0.00	\$0.00	\$ 4,627.72	\$ 0.00	\$ 0.00
04/14/11	04/14/11	03/01/09	Interest Only Payment	MOD 9405		\$2,027.56		\$471,936.05		\$2,027.56	\$0.00	\$0.00	\$0.00	\$0.00	\$ 4,627.72	\$ 0.00	\$ 0.00
04/14/11	04/14/11	03/01/09	Interest Only Payment	MOD 9405		\$123,211.32		\$471,936.05		\$123,211.32	\$0.00	\$0.00	\$0.00	\$0.00	\$ 4,627.72	\$ 0.00	\$ 0.00
04/14/11	04/14/11	03/01/09	ModificationFee	MOD 9405		(\$500.00)		\$471,936.05		(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$ 4,627.72	\$ 0.00	\$ 0.00
04/06/11	04/06/11	04/01/11	Late Charge Assess			(\$318.89)		\$471,936.05		(\$318.89)	\$0.00	\$9,247.81	\$0.00	\$0.00	\$ 4,627.72	\$ 0.00	\$ 0.00
03/29/11	03/28/11	03/01/09	Unapplied Payment	QC949546 32717		\$3,163.21		\$471,936.05		(\$3,163.21)	\$0.00	\$8,928.92	\$0.00	\$0.00	\$ 4,627.72	\$ 0.00	\$ 0.00
03/15/11	03/15/11	03/01/09	Other Funds Disbursement	PROPNISP 27666		(\$1,462.55)		\$471,936.05		(\$1,462.55)	\$0.00	\$8,928.92	\$0.00	\$0.00	\$ 1,464.51	\$ 0.00	\$ 0.00
03/08/11	03/06/11	03/01/11	City Taxes			(\$318.89)		\$471,936.05		(\$318.89)	\$0.00	\$8,928.92	\$0.00	\$0.00	\$ 1,464.51	\$ 0.00	\$ 0.00
02/28/11	02/28/11	03/01/09	Unapplied Payment	QC947714 21952		(\$3,497.76)		\$471,936.05		(\$3,497.76)	\$0.00	\$8,610.03	\$0.00	\$0.00	\$ 1,464.51	\$ 0.00	\$ 0.00
02/28/11	02/28/11	02/01/09	Regular Payment	QC947714 21952		\$6,660.97		\$471,936.05		\$6,660.97	\$0.00	\$8,610.03	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
02/15/11	02/15/11	02/01/09	Other Funds Disbursement	FCL100 15191		(\$1,437.00)		\$471,936.05		(\$1,437.00)	\$0.00	\$8,610.03	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
02/15/11	02/15/11	02/01/09	Other Funds Disbursement	LEG200 15191		(\$610.00)		\$471,936.05		(\$610.00)	\$0.00	\$8,610.03	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
02/08/11	02/06/11	02/01/11	Late Charge Assess			(\$318.89)		\$471,936.05		(\$318.89)	\$0.00	\$8,610.03	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
02/07/11	02/07/11	01/24/11	Insurance Premium Disbursement	1002578 12454		(\$1,150.00)		\$471,936.05		(\$1,150.00)	\$0.00	\$8,291.14	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
01/31/11	01/31/11	02/01/09	Unapplied Payment	QC736054 10272		\$3,700.00		\$471,936.05		(\$3,700.00)	\$0.00	\$8,291.14	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
01/27/11	01/27/11	02/01/09	Other Funds Disbursement	PROPNISP 8479		(\$11.50)		\$471,936.05		(\$11.50)	\$0.00	\$8,291.14	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
01/27/11	01/27/11	02/01/09	Other Funds Disbursement	55990 8309		\$11.50		\$471,936.05		\$11.50	\$0.00	\$8,291.14	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
01/21/11	01/21/11	02/01/09	Insurance Refund	WIRE 6242		\$1,477.00		\$471,936.05		\$1,477.00	\$0.00	\$8,291.14	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
01/14/11	01/14/11	02/01/09	Other Funds Disbursement	BPO FEE 3114		(\$400.00)		\$471,936.05		(\$400.00)	\$0.00	\$8,291.14	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
01/06/11	01/06/11	01/01/11	Late Charge Assess			(\$318.89)		\$471,936.05		(\$318.89)	\$0.00	\$8,291.14	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
01/04/11	01/04/11	01/07/11	Insurance Premium Disbursement			(\$611.00)		\$471,936.05		(\$611.00)	\$0.00	\$7,972.25	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
12/30/10	12/30/10	02/01/09	Other Funds Disbursement	PROPNISP 29147		(\$11.50)		\$471,936.05		(\$11.50)	\$0.00	\$7,972.25	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
12/29/10	12/29/10	02/01/09	Other Funds Disbursement	PROPNISP 28994		(\$11.50)		\$471,936.05		(\$11.50)	\$0.00	\$7,972.25	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
12/29/10	12/29/10	02/01/09	Other Funds Disbursement	PROPNISP 28945		(\$11.50)		\$471,936.05		(\$11.50)	\$0.00	\$7,972.25	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
12/10/10	12/10/10	12/01/10	City Taxes			(\$1,462.55)		\$471,936.05		(\$1,462.55)	\$0.00	\$7,972.25	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00
12/07/10	12/06/10	12/01/10	Late Charge Assess			(\$318.89)		\$471,936.05		(\$318.89)	\$0.00	\$7,972.25	\$0.00	\$0.00	\$ 4,962.27	\$ 0.00	\$ 0.00

Loanhist:rp1
07/13/2017 12:20:43 PM

Bayview Loan Servicing, LLC
Loan History Summary

Page # 9

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Balance	Late Charge Balance	Corp Advances Amount	Balance	Unapplied Balance	Other Funds Balance	Loss Draft Balance
12/02/10	12/02/10	12/07/10	Insurance Premium Disbursement	0	20626	(\$611.00)		\$473,069.07		(\$611.00)	(\$12,356.41)	\$7,653.36	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
11/08/10	11/06/10	11/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$11,745.41)	\$7,653.36	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
10/26/10	10/26/10	08/07/10	Insurance Premium Disbursement	0	8522	(\$2,445.00)		\$473,069.07		(\$2,445.00)	(\$11,745.41)	\$7,334.47	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
10/06/10	10/06/10	10/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$9,300.41)	\$7,334.47	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
09/20/10	09/20/10	09/01/10	City Taxes	0	26920	(\$1,495.24)		\$473,069.07		(\$1,495.24)	(\$9,300.41)	\$7,015.58	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
09/08/10	09/06/10	09/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$7,805.17)	\$6,696.69	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
08/06/10	08/06/10	08/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$7,805.17)	\$6,377.80	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
07/06/10	07/06/10	07/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$7,805.17)	\$6,058.91	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
06/24/10	06/24/10	06/01/10	City Taxes	0	5164	(\$1,495.24)		\$473,069.07		(\$1,495.24)	(\$7,805.17)	\$6,058.91	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
06/21/10	06/21/10	02/01/09	Other Funds Disbursement	0	5588	(\$15.00)		\$473,069.07			(\$6,309.93)	\$6,058.91	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
06/08/10	06/06/10	06/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$6,309.93)	\$6,058.91	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
05/11/10	05/11/10	02/01/09	Other Funds Disbursement	0	24916	(\$15.00)		\$473,069.07			(\$6,309.93)	\$5,740.02	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
05/06/10	05/06/10	05/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$6,309.93)	\$5,421.13	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
05/03/10	05/03/10	02/01/09	Other Funds Disbursement	0	22334	(\$11.50)		\$473,069.07			(\$6,309.93)	\$5,102.24	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
04/19/10	04/19/10	02/01/09	Other Funds Disbursement	0	17690	(\$400.00)		\$473,069.07			(\$6,309.93)	\$5,421.13	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
04/06/10	04/06/10	04/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$6,309.93)	\$5,102.24	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
03/17/10	03/17/10	03/01/10	City Taxes	0	6479	(\$889.07)		\$473,069.07		(\$889.07)	(\$6,309.93)	\$5,102.24	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
03/15/10	03/15/10	02/01/09	Other Funds Disbursement	0	7770	(\$15.00)		\$473,069.07			(\$5,420.86)	\$5,102.24	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
03/08/10	03/06/10	03/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$5,420.86)	\$5,102.24	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
02/10/10	02/10/10	02/01/09	Other Funds Disbursement	0	30851	(\$15.00)		\$473,069.07			(\$5,420.86)	\$4,783.35	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
02/08/10	02/06/10	02/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$5,420.86)	\$4,464.46	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
01/06/10	01/05/10	01/01/10	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$5,420.86)	\$4,145.57	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
12/1/09	12/1/10/9	12/01/09	City Taxes	0	13637	(\$889.07)		\$473,069.07		(\$889.07)	(\$5,420.86)	\$4,145.57	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
12/08/09	12/06/09	12/01/09	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$4,531.79)	\$3,826.68	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
11/06/09	11/06/09	11/01/09	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$4,531.79)	\$3,507.79	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
10/29/09	10/29/09	02/01/09	Other Funds Disbursement	0	4460	(\$400.00)		\$473,069.07			(\$4,531.79)	\$3,507.79	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
10/29/09	10/29/09	02/01/09	Other Funds Disbursement	0	4460	(\$660.00)		\$473,069.07			(\$4,531.79)	\$3,507.79	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
10/29/09	10/29/09	02/01/09	Other Funds Disbursement	0	4460	(\$245.00)		\$473,069.07			(\$4,531.79)	\$3,507.79	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
10/29/09	10/29/09	02/01/09	Other Funds Disbursement	0	4460	(\$1,279.00)		\$473,069.07			(\$4,531.79)	\$3,507.79	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
10/06/09	10/06/09	10/01/09	Late Charge Assess	0	0	(\$318.89)		\$473,069.07			(\$4,531.79)	\$3,188.90	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
09/30/09	09/30/09	02/01/09	Unapplied Payment	0	28638	(\$2,737.73)		\$473,069.07			(\$4,531.79)	\$3,188.90	\$0.00	\$0.00	\$1,262.27	(\$3,497.00)	\$0.00
09/30/09	09/30/09	01/01/09	Regular Payment	0	28638	\$6,660.57	\$1,120.59	\$473,069.07	\$5,257.25	\$283.13	(\$4,531.79)	\$3,188.90	\$0.00	\$0.00	\$4,000.00	(\$441.50)	\$0.00

Loan ID
Borrower Name
SHAZAM HUSAIN

Bayview Loan Servicing, LLC

Loan History Summary

Trans Date	Effective Date	Due Date	Trans Desc	Check Number	Batch Number	Trans Amount	Principal Amount	Balance	Interest Amount	Escrow Amount	Late Charge Balance	Corp Advances Amount	Unapplied Balance	Other Funds Balance	Loss Draft Balance
02/05/07	02/05/07	02/01/07	Regular Payment	ACH	20282	\$6,607.10	\$847.16	\$498,005.09	\$5,530.68	\$229.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/01/07	02/01/07	02/06/07	Insurance Premium Disbursement	ACH	19901	(\$649.00)		\$498,852.25	(\$649.00)	(\$1,870.44)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/22/07	01/22/07	10/06/06	Insurance Premium Disbursement	ACH	17536	(\$2,587.00)		\$498,852.25	(\$2,587.00)	(\$1,221.44)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/05/07	01/05/07	01/01/07	Regular Payment	ACH	15480	\$6,607.10	\$837.87	\$498,852.25	\$5,539.97	\$229.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/05/06	12/05/06	12/01/06	Regular Payment	ACH	11412	\$6,607.10	\$1,005.79	\$499,690.12	\$5,372.05	\$229.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/06/06	11/05/06	11/01/06	Regular Payment	ACH	7529	\$6,607.10	\$817.66	\$500,695.91	\$5,560.18	\$229.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/30/06	10/30/06	10/01/06	Regular Payment	W/U PBP	6517	\$6,607.10	\$986.43	\$501,513.57	\$5,391.41	\$229.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			PAYMENT CHANGE												
			NEW INT RATE: 12.875%												
			NEW P&I: \$6377.84												
			NEW ESC PMT: \$229.26												
10/30/06	10/30/06	10/01/06	Late Charge Waive		0	\$318.89		\$502,500.00			\$458.52	\$0.00	\$0.00	\$0.00	\$0.00
10/27/06	10/27/06	10/01/06	Inv Loan Purchase		6324	\$0.00		\$502,500.00			\$458.52	\$0.00	\$0.00	\$0.00	\$0.00
10/27/06	10/27/06	10/01/06	Investor Loan Sale		6324	\$0.00		\$502,500.00			\$458.52	\$0.00	\$0.00	\$0.00	\$0.00
10/06/06	10/06/06	10/01/06	Late Charge Assess		0	(\$318.89)		\$502,500.00			\$318.89	\$0.00	\$0.00	\$0.00	\$0.00
09/14/06	09/12/06	10/01/06	Interest Only Payment	PREPDIINT	32719	\$4,313.04		\$502,500.00	\$4,313.04		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/12/06	09/12/06	10/01/06	New Loan		0	\$0.00		\$502,500.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						<u>(\$53,739.08)</u>		<u>\$63,736.88</u>		<u>\$258,575.98</u>		<u>(\$56,780.28)</u>			

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC, A DELAWARE INDEX NO. 712009/2016
LIMITED LIABILITY COMPANY,

Plaintiff, AFFIDAVIT OF MAILING OF
-against- ADDITIONAL NOTICE OF SUIT
SHAZAM HUSAIN,
Defendants.

STATE OF NEW YORK)
COUNTY OF QUEENS) ss:

Elizabeth John, being duly sworn, deposes and says:
The above entitled action is against a natural person and is based upon non-payment of a contractual obligation.

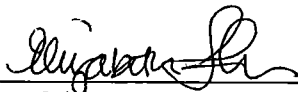
On, October 11, 2016, I mailed a copy of the Summons in the above entitled action by depositing the envelope in an official depository under exclusive care and custody of the United States Postal Service within the State of New York. Said mailing was by first class mail in a post paid envelope. The envelope bore the legend "PERSONAL AND CONFIDENTIAL" and there was no indication on the outside of the envelope that the communication was from an Attorney or concerned an alleged debt. Said envelope was properly addressed to the Defendant(s), SHAZAM HUSAIN at the Defendant(s):

- ___ Last known residence.
- ___ Place of employment.
- X A known address of the Defendant:
SHAZAM HUSAIN
10 SOUTH DRIVE
BALDWIN, NEW YORK 11510

___ An address which is not the residence or place of employment of the defendant.

This aforementioned mailing:

- X Has not been returned undeliverable by the Postal Service.
- ___ Was returned undeliverable by the Postal Service and resent to the Defendant(s) at:


Elizabeth John

Sworn to before me
April 3, 2017


NOTARY PUBLIC

ANN CHIEZAK
Notary Public, State Of New York
No. 01CH6034224
Qualified In Queens County
Commission Expires December 6, 20 17

SUPREME COURT OF THE STATE OF NEW YORK:
COUNTY OF QUEENS:

BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
PLAINTIFF,
-AGAINST-

SHAZAM HUSAIN, THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, AMERICAN EXPRESS BANK FSB, CITIBANK, N.A., NYC DEPARTMENT OF FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, and "JOHN DOE" #1-10, "MARY DOE" #1-10, and "JANE DOE" #1-10, the name being fictitious, their true names being unknown to plaintiff, persons intended being persons in possession of portions of the premises described in the complaint in this action,
DEFENDANTS.

JUDGMENT OF FORECLOSURE AND SALE

DeROSE & SURICO
Attorneys for Plaintiff
213-44 38th Avenue
Bayside, New York 11361
(718) 279-2000
Fax (718) 279-2048

Pursuant to 22 NYCCR 130-1.1a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initialing pleading, (i) the matter was not obtained through illegal conduct, of that if it was, the attorney or the persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: August 16, 2017

Signature.....

Signer's Name: Vincent P. Surico, Esq.