

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

The Bank of New York Mellon FKA The Bank of New York,
as Trustee for the Certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-14

Plaintiff,

SUMMONS

-against-

Lonny McGowan, New York City Environmental Control
Board, New York City Parking Violations Bureau, New York
City Transit Adjudication Bureau and "JOHN DOE #1" through
"JOHN DOE #10", the last ten names being fictitious and
unknown to the plaintiff, the person or parties intended being
the persons or parties, if any, having or claiming an interest in
or lien upon the mortgaged premises described in the
Complaint,

Plaintiff designates
Richmond County as the
place of trial. Venue is
based upon the County in
which the mortgaged
premises is situated.

Defendants.

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on the attorneys for the plaintiff within twenty (20) days after service of this Summons, exclusive of the day of service; or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York; or within sixty (60) days if it is the United States of America. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

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

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

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

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

Dated: Buffalo, New York
May 23, 2013

FRENKEL, LAMBERT, WEISS,
WEISMAN & GORDON, LLP



BY: Kristin Bolduc
Attorneys for Plaintiff
53 Gibson Street
Bay Shore, New York 11706
(631) 969-3100
Our File No.: 01-029318-F01

TO:
Lonny McGowan
268 Suffolk Avenue,
Staten Island, NY 10314

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

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

The Bank of New York Mellon FKA The Bank of New York,
as Trustee for the Certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-14
Plaintiff,

COMPLAINT

-against-

Lonny McGowan, New York City Environmental Control
Board, New York City Parking Violations Bureau, New York
City Transit Adjudication Bureau and "JOHN DOE #1" through
"JOHN DOE #10", the last ten names being fictitious and
unknown to the plaintiff, the person or parties intended being
the persons or parties, if any, having or claiming an interest in
or lien upon the mortgaged premises described in the
Complaint,

Defendants.

The plaintiff, by its attorneys, Frenkel, Lambert, Weiss, Weisman, & Gordon, LLP,
complaining of the defendants herein allege, upon information and belief, as follows:

AS A FIRST CAUSE OF ACTION

1. That the plaintiff, The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-14, at all times hereinafter mentioned was and still is a Domestic Corporation authorized to do business in the State of New York.
2. On or about October 26, 2005, Lonny McGowan, executed and delivered to America's Wholesale Lender a note dated October 26, 2005 whereby Lonny McGowan, promised to pay the principal sum of \$320,000.00.
3. On or about October 26, 2005, Lonny McGowan, executed and delivered to Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for America's Wholesale Lender a mortgage (hereinafter "mortgage") in the principal sum of \$320,000.00, with interest, mortgaging the premises known as 268 Suffolk Avenue, Staten Island, NY 10314 (hereinafter "premises") as collateral security for the note. The mortgaged premises is more fully described in **EXHIBIT "A"** annexed hereto.
4. The mortgage was duly recorded in the Office of the Clerk of the County of Richmond on March 2, 2006 in Document #111565, and the recording tax was duly paid. Thereafter, the loan was modified pursuant to a Loan Modification Agreement executed on November 22, 2011 which created a single lien in the amount of \$367,080.63 (hereinafter "Loan Modification").

5. That 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. Pursuant to the Loan Modification, Lonny McGowan, promised to make consecutive monthly payments of principal and interest each month, in accordance with the terms of the Loan Modification, commencing December 1, 2011 and on the first day of each succeeding month up to and including November 1, 2035 when the entire principal amount and accrued interest shall be due and payable.

7. Pursuant to the terms of the mortgage, in addition to principal and interest, the mortgagee can collect and charge to the loan all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), hazard insurance and mortgage insurance.

8. The mortgage further provides that in case of default in the payment of any principal or interest or any other terms, covenants or conditions of the mortgage, the holder of the mortgage could declare the entire indebtedness secured by the mortgage immediately due and payable, and the holder of the mortgage is empowered to sell the mortgaged premises according to law.

9. Lonny McGowan failed to comply with the terms, covenants and conditions of said note, mortgage and Loan Modification by failing and omitting to pay, to the plaintiff, payments due on May 1, 2012 and said default has continued for a period in excess of fifteen (15) days.

10. Pursuant to the terms of the note, mortgage and Loan Modification, the plaintiff has elected and does hereby elect to declare the entire principal balance to be due and owing.

11. That there is now due and owing to the plaintiff under said note, mortgage and Loan Modification the principal sum of \$364,849.86 with interest thereon from April 1, 2012, plus late charges if applicable pursuant to the terms of the note and advances made by the plaintiff on behalf of the defendant(s) and any other charges due and owing pursuant to the terms of the note, mortgage and Loan Modification.

12. Plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of payment after the date of commencement of this action of any or all of the defaults mentioned herein, and such election shall continue and remain effective.

13. In order to protect its security, the plaintiff may be compelled, during the pendency of this action, to pay sums for premiums on insurance policies, real estate taxes, assessments, water charges and sewer rents which are or may become liens on the mortgaged premises, and other charges which may be necessary for the protection of the mortgaged premises, and the plaintiff prays that any sum or sums so paid, together with interest from the date of payments, shall be added to the plaintiff's claim and be deemed secured by said note and mortgage and adjudged a valid lien on the mortgaged premises, and that the plaintiff be paid such sums, together with interest thereon, out of the proceeds of the sale of the mortgaged premises.

14. Upon information and belief all the defendants herein have or claim to have some interest

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.