

A

NYSCEF DOC. NO. 33
NYSCEF DOC. NO. 3

STATE OF NEW YORK
SUPREME COURT COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC

Plaintiff,

Index No.

-vs-

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


LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER OF HEALTH OF THE ROCKLAND COUNTY HEALTH DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.; EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE BANK (USA), N.A.; MIDDLETOWN CAPITAL LLC;"JOHN DOE #1-5" and "JANE DOE #1-5" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein,

Mortgaged Premise Address:
4 MADISON AVENUE SOUTH
SPRING VALLEY, NY 10977
A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

Defendants.

1. I am an attorney at law duly licensed to practice in the State of New York, and am affiliated with the law firm of Fein, Such & Crane, L.L.P., attorneys for plaintiff in this action.
2. This residential foreclosure action involves a home loan, as such term is defined in Real Property Actions and Proceedings Law §1304 to the extent alleged in paragraph TENTH of the Complaint.
3. I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.
4. I have consulted with GISELLE MARTINEZ, a representative of the Plaintiff.
5. Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that plaintiff is the creditor entitled to enforce rights under these documents.
6. Attached herein and as part of the Complaint are copies of the following documents: the mortgage, security agreement and note or bond underlying the mortgage executed by the defendant; all instruments of assignment (if any); and any other instrument of indebtedness, including any modification, extension, and consolidation.
7. Attached herein and as part of the Complaint, if applicable, are supplemental affidavits attesting that certain documents as described in paragraph 5 supra are lost, whether by destruction, theft, or otherwise.
8. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

Dated: *November 23, 2016*


 VICTOR SPINELLI, ESQ.
 FEIN, SUCH & CRANE, LLP
 Attorneys for Plaintiff
 1400 OLD COUNTRY ROAD STE C103
 WESTBURY, NY 11590
 Telephone No. 516/394-6921
 PNMN157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC,

Plaintiff,

-vs-

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

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES
LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER
OF HEALTH OF THE ROCKLAND COUNTY HEALTH
DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.;
EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE
BANK (USA), N.A.; MIDDLETOWN CAPITAL
LLC;"JOHN DOE # 1-5" and "JANE DOE #1-5"said names
being fictitious, it being the intention of Plaintiff to designate
any and all occupants, tenants, persons or corporations, if
any, having or claiming an interest in or lien upon the
premises being foreclosed herein,

Defendants.

NOTICE IS HEREBY GIVEN, that an action was commenced upon the Complaint of the
above plaintiff against the above named defendant(s) and is now pending in the Supreme Court of
the State of New York, ROCKLAND County, for the foreclosure of a Mortgage executed by
LESZEK WOLANSKI to WASHINGTON MUTUAL BANK, FA, A FEDERAL
ASSOCIATION to secure the sum of \$340,000.00, with a maximum aggregate amount of
\$374,000.00, which was recorded in the ROCKLAND County Clerk's Office on June 1, 2005, in
Instrument Number 2005-00029673. Said Mortgage was assigned by THE FEDERAL DEPOSIT
INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER
AN ACT OF CONGRESS (FDIC), AND ACTING IN ITS' RECEIVERSHIP CAPACITY AS
RECEIVER OF WASHINGTON MUTUAL BANK A/K/A WASHINGTON MUTUAL BANK,
FA to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by Assignment dated
September 10, 2014 and recorded on September 17, 2014 in the Office of the County Clerk in
Instrument Number 2014-00024976. Said Mortgage was further assigned by JPMORGAN

CHASE BANK, NATIONAL ASSOCIATION to PENNYMAC HOLDINGS, LLC by Assignment dated February 27, 2015 and recorded on April 7, 2015 in the Office of the County Clerk in Instrument Number 2015-00009391. On December 30, 2008, a Loan Modification Agreement was executed by LESZEK WOLANSKI, to modify the Mortgage recorded in Instrument Number 2005-00029673 to reflect a new principal balance of \$424,495.03. A copy of said Loan Modification Agreement is attached hereto as Schedule "B".

NOTICE IS FURTHER GIVEN, that the mortgaged premises described in the mortgage(s) affected by the foreclosure action were, at the time of the commencement of this action and at the time of the filing of this Notice, situated in the County of ROCKLAND, State of New York, and are described in "Schedule A - Legal Description" attached hereto and made a part hereof.

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

Dated: October 4, 2016



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone: 516/394-6921
PNMN157

Property Address: 4 MADISON AVENUE SOUTH, SPRING VALLEY, NY 10977 A/K/A
4 S MADISON AVENUE, SPRING VALLEY, NY 10977

SECTION: 57.47
BLOCK: 1
LOT: 75



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

Title No.: [REDACTED]

**SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES**

PARCEL 1:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of PETER S. VAN ORDEN" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwestern corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20, now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwestern corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 00 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Premises: 4 Madison Avenue South a/k/a 4 S Madison Avenue, Spring Valley, NY 10977

Tax Map/Parcel ID No.: Section: 57.47 Block: 1 Lot: 75

SCHEDULE "B"

WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

PREPARED BY:
JAKKIA MASON
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256
ATTN: LMTS

Tax Parcel No.: 57.47-1-75

Loan No. [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT
PROVIDING FOR INTEREST ONLY PAYMENTS AND BALLOON

This Loan Modification Agreement ("Agreement") is effective this 1ST day of
DECEMBER, 2008, ("Effective Date") between
LESZEK WOLANSKI

(hereinafter, "the Borrower"), and JPMorgan Chase Bank, National Association,
("Lender"). Together, the Borrower and Lender are referred to herein as "the Parties".


RECITALS

The Parties enter into this Agreement with reference to the following stipulated facts:

- A. Pursuant to a Purchase and Assumption Agreement dated September 25, 2008, JPMorgan Chase Bank, National Association acquired loans and certain other assets of Washington Mutual Bank from the Federal Deposit Insurance Corporation acting as receiver, including but not limited to the Note and Security Instrument referenced in this Agreement. Although your loan was acquired by JPMorgan Chase Bank, your loan will continue to be serviced under the name "Washington Mutual" and you will make your payments to Washington Mutual at the address provided below.

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD.ASSET Rev. 11-21-08

Page 1 of 8



B. On **MAY 11, 2005**, Borrower purchased, re-financed or otherwise obtained an interest in a certain real property in **ROCKLAND County, NEW YORK**. In connection with the acquisition of the real property the Borrower delivered a certain promissory note dated **MAY 11, 2005**, in the original principal amount of **\$ 340,000.00** ("Note").

C. The Note was and is secured by a deed of trust, mortgage, applicable riders, addenda or other security instrument ("Security Instrument"), dated **MAY 11, 2005**, and recorded **JUNE 1, 2005 as Instrument No. 2005-00029673**, in the official records of **ROCKLAND County**, as a lien against the real property described in the Security Instrument, and located at **4 SOUTH MADISON AVENUE, RAMAPO, NEW YORK 10977** (the "Subject Property"), and is more particularly described as:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

TAX ID #: 57.47-1-75

D. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property, or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.

E. Borrower has failed to make one or more payments on the Note before expiration of the applicable grace period. Borrower has requested that the terms of the Note and Security Instrument be modified. The Parties have agreed to do so pursuant to the terms and conditions stated in this Agreement.


First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-2 Rev. 11-21-08

Page 2 of 8


AGREEMENT

NOW, THEREFORE, In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated by reference herein.
2. **Unpaid Principal Balance.** The Parties agree that the unpaid principal balance of the Note and Security Instrument prior to signing this Agreement was \$ 369,240.98 . ("Unpaid Principal Balance.")
3. **Capitalization.** The Borrower acknowledges and agrees that interest on the Unpaid Principal Balance has accrued but has not been paid, that WaMu has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect the interest of the Note holder or mortgagee, and that such accrued and unpaid interest, costs and expenses in the total amount of \$ 55,254.05 (the "Capitalized Amount") have been added to the indebtedness under the terms of the Note and Security Instrument, as of **DECEMBER 1, 2008** . The Capitalized Amount is included in the Modified Principal Balance and shall be due and payable on the Maturity Date.
4. **Modified Principal Balance.** The new balance due on the loan is \$ 424,495.03 ("Modified Principal Balance"), which consists of \$ 369,240.98 plus \$ 55,254.05 . The Borrower does not have any defenses, offsets or counterclaims to the Modified Principal Balance.
5. **Repayment.** The Modified Principal Balance shall be repaid in periodic installments and accrue interest as further described herein.
6. **Interest Rate; Monthly Payments.** Currently the interest rate is 8.408% . The interest rate is hereby modified as follows:
 - (a) Interest will be charged on the Modified Principal Balance for the first year of this Agreement at the yearly rate of 1.000000 % beginning with the payment due on **JANUARY 1ST, 2009** . During this first year the Borrower promises to pay monthly payments of interest only in the amount of \$ 353.75 .
 - (b) During the second year of this Agreement, interest will be charged at the yearly rate of 3.000000 % beginning with the payment due on **JANUARY 1ST, 2010** . During this second year the Borrower promises to pay monthly payments of interest only in the amount of \$ 1,061.24 .




(c) During the third year, and subsequent years of this Agreement, interest will be charged at the yearly rate of **5.000000** % beginning with the payment due on **JANUARY 1ST, 2011**. During the third year and subsequent years the Borrower promises to pay monthly payments of interest only in the amount of \$ **1,768.73** and shall continue thereafter on the same day of each succeeding month until the Modified Maturity Date at which time all amounts due under the Note, Security Instrument and this Agreement must be paid in full.

(d) Borrower(s) acknowledges and agrees that if the Note and Security Agreement require a payment for escrow, then each monthly payment must also include the escrow portion. Borrower further acknowledges and agrees that the total monthly payment is also subject to change due to escrow analysis for taxes and insurance.

7. **Modified Maturity Date.** The maturity date for payment of the Note in full and satisfaction of the Security Instrument, as modified by this Agreement, is changed to **12/01/2013** ("Modified Maturity Date"). Borrower acknowledges and understands that, as a result of this Agreement, which defers payment of arrears or principal payments, or both, a lump sum payment will be due on the Modified Maturity Date. All amounts due and owing under the Note, Security Instrument and this Agreement are due in full on the Modified Maturity Date.

8. **Delivery of Payments.** The Borrower promises to make the periodic monthly payments described in this Agreement and any other amounts due under the Note and Security Instrument, to the order of Washington Mutual Bank. Borrower(s) shall make the monthly payments as follows, or at such other place that Washington Mutual may designate:

Washington Mutual Bank
7301 Baymeadows Way
Jacksonville, FL 32256




9. **Acceleration Upon Unauthorized Transfer.** If all or any part of the Subject Property or any interest is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Note holder and mortgagee's prior written consent, the Note holder may, at its option require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement. If the Note holder exercises this option, the Note holder shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower must pay all these sums prior to the expiration of the 30 day period, the Note holder may invoke any remedies permitted by the Note, Security Instrument and applicable law.

10. **Effect of this Agreement.** Except to the extent that they are modified by this Agreement, the Borrower(s) hereby reaffirm all of the covenants, agreements and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obliged to make under the Security Instrument. Borrower(s) further agree to be bound by the terms and provisions of the Note and Security Instrument, as modified hereby.

11. **No Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, all of the terms, covenants agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

12. **Warranties.** Borrower does hereby state and warrant that the above described Note is valid and enforceable in all respects and is not subject to any claims, defenses or right of offset or credit except as herein specifically provided. Borrower does further hereby extend all liens and security interests on all of the Subject Property and any other rights and interests which now or hereafter secure said Note until said Note as modified hereby has been fully paid, and agree that this modification and extension will in no manner impair the Note or any of the liens and security interests securing the same and that all of the liens, equities, rights, remedies and security interests securing said Note shall remain in full force and effect and shall not in any manner be waived. Borrower further agrees that all of the terms, covenants, warranties and provisions contained in the original Note and Security Instrument are now and shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein, until the Note is paid in full and all other obligations under the Security Instrument and this Agreement are fulfilled.


13. **Further Assurances.** Borrower does further state and warrant that all of the recitals, statements and agreements contained herein are true and correct and that Borrower is the sole owner of the fee simple title to all of the Subject Property securing the Note.

14. **Acknowledgment by Borrower.** As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against the WaMu and or its Agents, officers, directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused Borrower damage or injury, or which Borrower contends renders the Note or Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any judicial foreclosure proceedings or power of sale proceedings if any, conducted prior to the date of this Agreement. Borrowers have and claim no defenses, counterclaims or rights of offset of any kind against WaMu or against collection of the Loan.

15. **Bankruptcy Considerations.** Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to signing this Agreement and that WaMu may not pursue the Borrower for personal liability. However, the Parties acknowledge that WaMu and any subsequent mortgagee or beneficiary of the Security Instrument retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

[signature pages follow]

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-6 Rev. 06-18-08

Page 6 of 8



BORROWER(S):

Date: Dec 30, 2008

[Signature] as attorney
in fact for
Leszek Wolanski
LESZEK WOLANSKI By Joseph Klein
Attorney in Fact.

STATE OF New York)
COUNTY OF Rockland) ss:

On Dec 30, 2008, before me, [Signature]
personally appeared LESZEK WOLANSKI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
[Signature]
Signature of Notary

ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01KO4854866
Qualified in Rockland County
My Commission Expires Mar 24, 2010

My commission expires: _____

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-7 Rev. 06-18-08

ROCKLAND COUNTY CLERK
STATE OF NEW YORK
1000 ROCKLAND COUNTY
PLAZA
ROCKLAND, NY 10986
SEP 14 2017



WOLANSKI
4 SOUTH MADISON AVENUE
RAMAPO, NEW YORK 10977
WASHINGTON MUTUAL BANK

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

[Handwritten signature]
as attorney in fact for Leszek Wolanski

Borrower _____ Date _____
LESZEK WOLANSKI By Joseph Klein
his attorney in fact.

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

WOLANSKI
4 SOUTH MADISON AVENUE
RAMAPO, NEW YORK 10977
WASHINGTON MUTUAL BANK



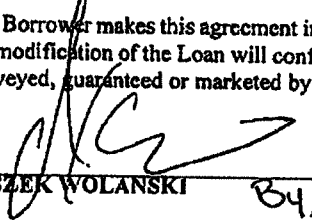
**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of
WASHINGTON MUTUAL BANK

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


LESZEK WOLANSKI *as attorney in fact for Leszek Wolanski*
By Joseph Klein his attorney in fact. _____ Date

Date

Date

Date

Date

Date



AFFIDAVIT UNDER SECTION 255 OF THE NEW YORK STATE LAW
(MODIFICATION AGREEMENT)

I, **PAMELA S. BEAL**, being duly sworn, deposes and says;

1. That he/she is the agent for the owner and holder of the hereinafter described mortgage, and is familiar with the facts set forth herein.
2. A certain mortgage bearing the date of **MAY 11, 2005**, in the principal amount of **THREE HUNDRED FORTY THOUSAND AND NO /100** (\$ **340,000.00**) was made by **LESZEK WOLANSKI**

as Mortgagor to

as original Mortgagee, recorded on **JUNE 1, 2005**, in Liber Page , Instrument No. **2005-00029673**, and assigned to

dated in Liber Page , Instrument No. , in the **ROCKLAND** County Clerk's Office, upon which the mortgage tax was duly paid thereon.

3. The instrument offered for recording herewith is a Modification made by **LESZEK WOLANSKI** to **WASHINGTON MUTUAL BANK** effective **DECEMBER 1, 2008**, and to be recorded in the **ROCKLAND** County Clerk's Office.
4. The instrument offered for recording modifies and does not create or secure any new or further lien, indebtedness or obligation other than the principal indebtedness or obligation secured by or which under any contingency may be secured by the recorded mortgage hereinabove first described with the exception of the following amount:

- a) Unpaid principal balance \$ **369,240.98**
- b) New unpaid principal balance \$ **424,495.03**
- c) b minus a equals \$ **55,254.05**
- d) Additional obligation secured by mortgage as modified

Additional mortgage recording tax of \$ is therefore being paid on this Modification on the sum set forth in 4c.

That Exemption from further tax is CLAIMED under Section 255 of the Tax Law. **WASHINGTON MUTUAL BANK**

Name: **PAMELA S. BEAL**
Title: **ASSISTANT VICE PRESIDENT**



State of
County of

On this _____, before me, the undersigned, a Notary Public in and for said state, personally appeared
PAMELA S. BEAL, ASSISTANT VICE PRESIDENT

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of
which the individual(s) acted, executed the instrument.

Notary Public
My commission expires:

NON-IDENTITY AFFIDAVIT

STATE OF: NEW YORK

COUNTY OF: ROCKLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED LESZEK WOLANSKI HEREINAFTER CALLED "AFFIANT", WHO, BEING DULY SWORN ON OATH DOES DEPOSE AND STATE:

- 1. THAT AFFIANT IS, THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:
- 2. 4 SOUTH MADISON AVENUE

PROPERTY DESCRIPTION - ATTACHED SCHEDULE A

- 3. THAT AFFIANT IS MAKING THIS AFFIDAVIT FOR THE PURPOSE OF CLARIFYING AFFIANT'S IDENTITY AS TO CERTAIN MATTERS APPEARING OF RECORD AND AFFECTING TITLE TO THE ABOVE DESCRIBED PROPERTY. THAT AFFIANT, HAVING REVIEWED THE INSTRUMENT(S) OF RECORD REFERENCED BELOW AND ATTACHED AS EXHIBIT "A" HERETO:

HEREBY ACKNOWLEDGES AND AFFIRMS THAT:

- A) AFFIANT IS NOT ONE AND THE SAME PERSON AS ANY OF THE PERSONS AS DESCRIBED IN SAID INSTRUMENT(S).
- B) AFFIANT HAS NOT RESIDED AT ANY OF THE ADDRESSES SET FORTH IN SAID INSTRUMENT(S).
- C) AFFIANT DOES NOT KNOW AND IS NOT FAMILIAR WITH ANY OF THE CO-DEFENDANTS WHICH MAY BE NAMED IN SAID INSTRUMENT(S).
- 4. THAT AFFIANT'S SOCIAL SECURITY NUMBERS ARE 102-80-3944 WHICH IS NOT THE SAME AS THE SOCIAL SECURITY NUMBER(S) APPEARING IN THE ABOVE REFERENCED INSTRUMENT(S).

AFFIANT ACKNOWLEDGES THAT THIS AFFIDAVIT WILL BE RELIED UP ON BY WASHINGTON MUTUAL BANK, FA, , TO PURCHASE, LEASE OR LEND MONEY SECURED BY A MORTGAGE ON THE ABOVE-DESCRIBED PROPERTY, AND BY FIRST AMERICAN TITLE INSURANCE COMPANY TO ISSUE ITS POLICY OF TITLE INSURANCE INSURING SAID TRANSACTION WITHOUT EXCEPTION FOR THE AFOREMENTIONED MATTERS OF RECORD.

AFFIANT FURTHER STATES THAT AFFIANT IS FAMILIAR WITH THE NATURE OF OATH, AND WITH THE PENALTIES AS PROVIDED BY THE LAWS OF THE STATE OF AFORESAID FOR FALSELY SWEARING TO STATEMENTS MADE IN AN INSTRUMENT OF THIS NATURE. AFFIANT FURTHER CERTIFIES THAT AFFIANT HAS READ, OF HAS HAD READ TO AFFIANT, THE FULL FACTS OF THIS AFFIDAVIT AND UNDERSTANDS ITS CONTENTS.

FURTHER AFFIANT SAYETH NOT.
as attorney in fact for Leszek Wolanski
 LESZEK WOLANSKI
By Joseph Klein his attorney in fact

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 DAY OF Dec 2017,
 AND BY Joseph Klein, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS
 PRODUCED _____ AS IDENTIFICATION AND WHO DID TAKE AN

ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01K04854866
Qualified in Rockland County
My Commission Expires Mar 24, 2010

ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01K04854866
Qualified in Rockland County
My Commission Expires Mar 24, 2010

DOCUMENT PREPARED BY: LYDIA KLEIN

MY COMMISSION EXPIRES:

(SEAL)

NOTARY PUBLIC

[Handwritten Signature]

PRINT NAME:

EXHIBIT "A"

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869, and filed in the County Clerk's Office of Rockland County, April 15th, 1870".

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel a. Voorhis;

THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;

THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE Southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING;

SAID PREMISES are also known and designated as 4 South Madison Avenue, Spring Valley, NY

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

Index No.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC
Plaintiff,

-vs-
LESZEK WOLANSKI, et. al.
Defendants.

NOTICE OF PENDENCY

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

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

Service of a copy of the within _____ is hereby admitted.
Dated: _____
.....
Attorneys(s) for

PLEASE TAKE NOTICE

that the within a (certified) true copy of a _____
entered in the office of the clerk of the within named Court on _____ 20

that an Order of which the within is a true copy will be presented for settlement to the
Hon. _____ one of the judges of the within named Court,
at _____
on _____ 20 _____, at _____ M.

Dated:

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC,

Plaintiff,

-vs-

SUMMONS
Index No.

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES
LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER
OF HEALTH OF THE ROCKLAND COUNTY HEALTH
DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.;
EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE
BANK (USA), N.A.; MIDDLETOWN CAPITAL
LLC;"JOHN DOE #1-5" and "JANE DOE #1-5" said names
being fictitious, it being the intention of Plaintiff to designate
any and all occupants, tenants, persons or corporations, if
any, having or claiming an interest in or lien upon the
premises being foreclosed herein,

Defendants.

Mortgaged Premises: 4 MADISON AVENUE SOUTH
 SPRING VALLEY, NY 10977
 A/K/A
 4 S MADISON AVENUE
 SPRING VALLEY, NY 10977

TO THE ABOVE NAMED DEFENDANT(S):

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

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the

Help for Homeowners in Foreclosure

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

Summons and Complaint

You are in danger of losing your home. If you fail to respond to the summons and complaint in this foreclosure action, you may lose your home. Please read the summons and complaint carefully. You should immediately contact an attorney or your local legal aid office to obtain advice on how to protect yourself.

Sources of Information and Assistance

The State encourages you to become informed about your options in foreclosure. In addition to seeking assistance from an attorney or legal aid office, there are government agencies and non-profit organizations that you may contact for information about possible options, including trying to work with your lender during this process.

To locate an entity near you, you may call the toll free helpline maintained by the New York State Department of Financial Services at 1-800-342-3736 or visit the Department's website at www.dfs.ny.gov.

Foreclosure Rescue Scams

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

§ 1303 Notice

52714

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

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

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

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

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

Dated: October 4, 2016



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone No. 516/394-6921
PNMN157

NATURE AND OBJECT OF ACTION

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

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

TO THE DEFENDANT(S), except LESZEK WOLANSKI:

IF, AND ONLY IF, you have received or will receive a Bankruptcy Discharge Order which includes this debt, the plaintiff is solely attempting to enforce its mortgage lien rights in the subject real property and makes no personal claim against you. In that event, nothing contained in these or any papers served or filed or to be served or filed in this action will be an attempt to collect from you or to find you personally liable for the discharged debt.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC,

Plaintiff,

-vs-

COMPLAINT
Index No.

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER OF HEALTH OF THE ROCKLAND COUNTY HEALTH DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.; EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE BANK (USA), N.A.; MIDDLETOWN CAPITAL LLC; "JOHN DOE #1-5" and "JANE DOE #1-5" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein,

Defendants.

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

First: The plaintiff is a foreign corporation duly licensed and registered to do business with the State of New York.

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

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

forth in the annexed "Schedule B."

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

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

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

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

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

Ninth: On December 30, 2008, a Loan Modification Agreement was executed by LESZEK WOLANSKI, to modify the Mortgage recorded in Instrument Number 2005-00029673 to reflect a new principal balance of \$424,495.03, a copy of which is attached hereto as Schedule "F". All sums secured thereunder were contemplated by the original mortgage given in this matter.

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

Eleventh: That the defendant(s), LESZEK WOLANSKI, has failed to comply with the conditions of the mortgage(s) or bond(s) by failing to pay portions of principal, interest or taxes, assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully described in "Schedule E".

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

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

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

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

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

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

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

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

Nineteenth: A comparison has been made between the descriptions in the Source Deed recorded in Instrument Number 2014-00006868, Prior Deeds recorded in Instrument Number 2006-00011113, Instrument Number 2005-00032523, Instrument Number 2005-00040865, Instrument Number 2005-00019289, Instrument Number 2001-00007952 and Instrument Number 2000-00041973 with that in the Mortgage to be foreclosed herein. Said comparison reveals that the description in the Mortgage fails to encumber a remaining three foot strip of land as described in the above recited deeds.

Twentieth: In furtherance of and in accordance with the original intention and understanding of the relevant parties, Plaintiff respectfully requests that the Note and recorded Mortgage be deemed reformed to incorporate the changes set forth above.

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

payment thereof, costs and expenses of this action and reasonable attorneys' fees, if provided for in the bond(s), note(s) or mortgage(s), provided the amount of the sale proceeds permits said payment; that any of the parties hereto may purchase the Mortgaged Premises at sale; that this Court, if requested, forthwith appoint a Receiver of the rents and profits of the Mortgaged Premises with the usual powers and duties associated therewith; that the defendant LESZEK WOLANSKI be adjudged to pay any remaining deficiency unless the Defendant obtained a bankruptcy discharge; and such other or further relief as may be just and equitable. The plaintiff hereby reserves its right to share in surplus monies from the sale by virtue of its position as a judgment or other lien creditor, excluding the mortgage(s) foreclosed herein.

Dated: October 4, 2016



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone: 516/394-6921
PNMN157

SCHEDULE "A" - DEFENDANTSDEFENDANTSCAPACITY

LESZEK WOLANSKI
4 MADISON AVENUE SOUTH
SPRING VALLEY, NY 10977 A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

P.O. BOX 415
TALLMAN NY 10982

Defendant(s), who executed a certain Mortgage to WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION to secure the sum of \$340,000.00, with a maximum aggregate amount of \$374,000.00, which was recorded in the ROCKLAND County Clerk's Office on June 1, 2005, in Instrument Number 2005-00029673. Said Mortgage was assigned by THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), AND ACTING IN ITS' RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK A/K/A WASHINGTON MUTUAL BANK, FA to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by Assignment dated September 10, 2014 and recorded on September 17, 2014 in the Office of the County Clerk in Instrument Number 2014-00024976. Said Mortgage was further assigned by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION to PENNYMAC HOLDINGS, LLC by Assignment dated February 27, 2015 and recorded on April 7, 2015 in the Office of the County Clerk in Instrument Number 2015-00009391.

On December 30, 2008, a Loan Modification Agreement was executed by LESZEK WOLANSKI, to modify the Mortgage recorded in Instrument Number 2005-00029673 to reflect a new principal balance of \$424,495.03, a copy of which is attached hereto as Schedule "F". All sums secured thereunder were contemplated by the original mortgage given in this matter.

LIGHTSTONE ENTERPRISES LLC
4 MADISON AVENUE SOUTH
SPRING VALLEY, NY 10977 A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

Record owner by virtue of Deed dated January 28, 2013 and recorded on March 12, 2014 in Instrument Number 2014-00006868 attached hereto.

395 WEST MORGAN AVENUE #2
BRIDGEPORT, CT 06604

CITIBANK, N.A.
1111 NORTHPOINT DRIVE
COPELL, TX 75019

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

EQUABLE ASCENT FINANCIAL, LLC
ONE NORTHBROOK PLACE
NORTHBROOK, IL 60062

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

CAPITAL ONE BANK (USA), N.A.
4851 COX ROAD
GLEN ALLEN, VA 23060

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

MIDDLETOWN CAPITAL LLC
127 BEVERLEY ROAD
BROOKLYN, NY 11218

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

JOHN DOE # 1-5
and JANE DOE # 1-5
4 MADISON AVENUE SOUTH
SPRING VALLEY, NY 10977 A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

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

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
ROCKWEST ABSTRACT
31 OLD SCHOOLHOUSE RD
NEW CITY, NY 10956

Return To :
ROCKWEST ABSTRACT
31 OLD SCHOOLHOUSE RD
NEW CITY, NY 10956

Method Returned : ERECORDING

First GRANTOR

KLEIN, JOSEPH

First GRANTEE

LIGHTSTONE ENTERPRISES LLC

Index Type : Land Records

Instr Number : 2014-00006868

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee: \$191.00

Recording Pages : 5

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 3265

Deed Amount : \$20,000.00

RETT Amount : \$80.00

Total Fees : \$271.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 03/12/2014

At (Recorded Time) : 10:57:00 AM

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

File Number: 2014-00006868 Seq: 1

Entered By: PM Printed On : 03/12/2014

At : 11:00:21AM

NY 095 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYBTU 8002)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 28 day of January in the year 2013 BETWEEN

Joseph Klein
25 Eisenhower Ave
Spring Valley, NY 10977

party of the first part, and
Lightstone Enterprises LLC
395 West Morgan Ave #2
Bridgeport, CT 06604

party of the second part.
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

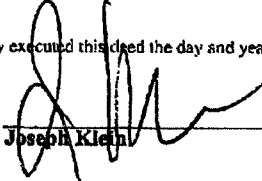
See Schedule A description attached

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Joseph Klein


File Number: 2014-00006868 Seq: 2

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

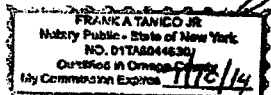
State of New York, County of Rockland) ss.:

On the 7th day of March in the year 2013 before me, the undersigned, personally appeared

JOSEPH KLEIN

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Subscribed



ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY: (New York Subscribing Witness Acknowledgment Certificate)

State of New York, County of) ss.:

On the day of in the year before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in:

(if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of) ss.:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY: (Out of State or Foreign General Acknowledgment Certificate)

) ss.:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

BARGAIN & SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

TITLE NO. _____

DISTRICT SECTION 57.47 BLOCK 1 LOT 75 COUNTY OR TOWN

TO

RECORDED AT REQUEST OF Fidelity National Title Insurance Company of New York RETURN BY MAIL TO



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

File Number: 2014-00006868 Seq: 3

SCHEDULE A**PARCEL 1:**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of PETER S. VAN ORDEN" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwestern corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20, now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwestern corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 66 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Known as 4 South Madison Avenue, Spring Valley, New York 10977
Tax Designation: SWIS 392605, Section 57.47, Block 1, Lot 75.

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

Return To :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

First GRANTOR

BILTMORE REAL PROPERTY HOLDINGS INC

First GRANTEE

KLEIN, JOSEPH

Index Type : Land Records

Instr Number : 2006-00062902

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$120.00

Recording Pages : 5

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 2203

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$120.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 11/29/2006

At (Recorded Time) : 10:13:48 AM



Doc ID - 017029530005

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: PEG Printed On : 12/01/2006 At : 10:14:39AM

Bargain & Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made this 27th day of November, 2006, between

BILTMORE REAL PROPERTY HOLDINGS, INC., P.O. Box 415,
Tallman, New York 10982, Party of the First Part, and

JOSEPH KLEIN, 25 Eisenhower Avenue, Spring Valley, New York
10977, Party of the Second Part.

WITNESSETH, that the Party of the First Part, in consideration of Ten Dollars and other valuable consideration paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being more particularly bounded and described on Schedule A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the Party of the First Part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever.

AND the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

*MS
R+R*

3

Commitment No. PAC-06-02500**SCHEDULE A****PARCEL 1:**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of PETER S. VAN ORDEN" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwesterly corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20 now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwesterly corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 66 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Known as 4 South Madison Avenue, Spring Valley, New York 10977.
Tax Designation: Section 57.47, Block 1, Lot 75.

PLEASE TYPE OR PRESS FIRMLY WHEN WRITING ON FORM
INSTRUCTIONS: http://www.orps.state.ny.us or PHONE (518) 473-7222

FOR COUNTY USE ONLY

C1. SWIS Code 392605

C2. Date Deed Recorded 11, 29, 06
Month Day Year

C3. Book 200121 Cl. Page 62902



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217
RP-5217 Rev 3/97

PROPERTY INFORMATION

1. Property Location
STREET NUMBER: 4 STREET NAME: S. MADISON AVE.
CITY OR TOWN: RAMAPO VILLAGE: SPRING VALLEY ZIP CODE: 10977

2. Buyer Name
LAST NAME / COMPANY: KLEIN FIRST NAME: JOSEPH

3. Tax Billing Address
Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
LAST NAME / COMPANY: _____ FIRST NAME: _____
STREET NUMBER AND STREET NAME: _____ CITY OR TOWN: _____ STATE: _____ ZIP CODE: _____

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel (Only if Part of a Parcel) Check as they apply:
4A. Planning Board with Subdivision Authority Exists
4B. Subdivision Approval was Required for Transfer
4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size 38 x 95 OR _____ ACRES
FRONT FEET DEPTH

6. Seller Name
LAST NAME / COMPANY: BILTMORE REAL PROPERTY HOLDINGS, INC. FIRST NAME: _____

7. Check the box below which most accurately describes the use of the property at the time of sale:
A One Family Residential E Agricultural I Community Service
B 2 or 3 Family Residential F Commercial J Industrial
C Residential Vacant Land G Apartment K Public Service
D Non-Residential Vacant Land H Entertainment / Amusement L Forest
Check the boxes below as they apply:
8. Ownership Type is Condominium
9. New Construction on Vacant Land
10A. Property Located within an Agricultural District
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date 11 27 06
Month Day Year

12. Date of Sale / Transfer 11 27 06
Month Day Year

13. Full Sale Price _____
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations. Please round to the nearest whole dollar amount.)

14. Indicate the value of personal property included in the sale _____

15. Check one or more of these conditions as applicable to transfer:
A Sale Between Relatives or Former Relatives
B Sale Between Related Companies or Partners in Business
C One of the Buyers is also a Seller
D Buyer or Seller is Government Agency or Lending Institution
E Deed Type not Warranty or Bargain and Sale (Specify Below)
F Sale of Fractional or Less than Fee Interest (Specify Below)
G Significant Change in Property Between Taxable Status and Sale Date
H Sale of Business is Included in Sale Price
I Other Unusual Factors Affecting Sale Price (Specify Below)
J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken 06

17. Total Assessed Value (of all parcels in transfer) 506.00

18. Property Class 220-1 18. School District Name EAST RAMAPO

20. Tax Map Identifier(s) / Roll Identifier(s) (if more than four, attach sheet with additional Identifier(s))
57.47-1-75

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE: [Signature] DATE: 11-27-06

STREET NUMBER: P.O. Box 415 STREET NAME (AFTER SALE): _____

CITY OR TOWN: TALLMAN STATE: NY ZIP CODE: 10982

SELLER

SELLER SIGNATURE: [Signature] DATE: 11-27-06

BUYER'S ATTORNEY

LAST NAME: _____ FIRST NAME: _____

AREA CODE: _____ TELEPHONE NUMBER: _____

NEW YORK STATE
COPY

File Number: 2006-00062802 Seq: 5

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

Return To :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

First GRANTOR

WOLANSKI, LESZEK

First GRANTEE

BILTMORE REAL PROPERTY HOLDINGS INC

Index Type : Land Records

Instr Number : 2006-00011113

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$144.00

Recording Pages : 12

The Property affected by this instrument is situated in Clarkstown, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 4597

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$144.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 02/27/2006

At (Recorded Time) : 2:07:43 PM



Doc ID - D16405580012

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: NAM Printed On : 02/28/2006 At : 8:04:32AM

File Number: 2006-00011113 Seq: 1

Bargain & Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made this 15th day of November, 2005, between

LESZEK NOLANSKI, 18 Main Street, Spring Valley, New York 10977, Party of the First Part, and

BILTMORE REAL PROPERTY HOLDINGS, INC., P.O. Box 415, Tallman, New York 10982, Party of the Second Part.

WITNESSETH, that the Party of the First Part, in consideration of Ten Dollars and other valuable consideration paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being more particularly bounded and described on Schedules A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the Party of the First Part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever.

AND the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

ii

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, bounded and described as follows:

BEGINNING at an iron pin on the Northerly side of White Street, distant 54 feet on a course of North 85 degrees 19 minutes West from a Monument at the intersection formed by the Northerly side of White Street and the Westerly side of Lafayette Street; and running thence

North 85 degrees 19 minutes 00 seconds West, along the Northerly side of White Street, 46.00 feet to a point; thence

North 05 degrees 14 minutes 00 seconds East, along the Easterly line of lands now or formerly of Wiley, 75.00 feet to an iron pipe; thence

South 85 degrees 19 minutes 00 seconds East, along the Southerly line of lands now or formerly of Manning, 46.00 feet to a point; and thence

South 05 degrees 14 minutes 00 seconds West, along the Westerly line of lands now or formerly of Fils, 75.00 feet to the point or place of Beginning.

Commonly known as 55 White Street, Spring Valley, New York 10977.

Tax Designation: Section 57.40, Block 1, Lot 42

F/K/A Section 7, Block C, Lot 8.1.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, being shown and distinguished as Lot Nos. 70 and 71 on a certain subdivision map surveyed and drawn by Jacob Snider, Surveyor, for ALBERT TALLMAN November 22, 1858 and filed in the Office of the Rockland County Clerk, being more particularly bounded and described as follows:

BEGINNING at a point in the Westerly side of Washington Street (formerly known as Washington Avenue) at the intersection of Lot Nos. 71 and 72 on the aforesaid filed map; and running thence

Westerly, along the Northerly line of Lot No. 72 on the aforesaid filed map, 100 feet to a point; thence

Northerly, along the Easterly line of Lot Nos. 46 and 47 on the aforesaid filed map, 50 feet to a point; thence

Easterly, along the Southerly line of Lot No. 69 on the aforesaid filed map, 100 feet to the Westerly line of Washington Street (formerly known as Washington Avenue); and thence

Southerly, along the Westerly side of Washington Street (formerly known as Washington Avenue), 50 feet to the point or place of Beginning.

Commonly known as 12 Washington Street, Spring Valley, New York.

Tax Designation: Section 57.40, Block 1, Lot 58

F/K/A Section 7, Block C, Lot 21.

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York shown and designated as Lot No. 5 on a certain map entitled "Map of Lots of MICHAEL MURIN, Spring Valley, New York" made by Frederick Washburn, Surveyor, dated May 1921 and filed in the Office of the Rockland County Clerk on June 3, 1921 in Book 27 of Maps at Page 559 as Map No. 613.

Commonly known as 9 Murin Street, Spring Valley, New York.

Tax Designation: Section 57.30, Block 1, Lot 40
F/K/A Section SV, Plot 279A.

PARCEL 1

Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

Said Lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March, 1869 and filed in the County Clerk's Office of Rockland County on April 15, 1870."

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the Lot herein intended to be conveyed and the Northwest corner of Lot No. 20, now or formerly owned by Rachel A. Voorhis;

THENCE RUNNING northerly along the East line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church.

THENCE easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks.

THENCE southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING.

PARCEL 2

ALL that certain plot, piece or parcel of land, situate lying and being in the Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point at the Northwest corner of the premises herein described marked by a railroad spike which beginning point is the Northwest corner of the premises described in the Deed dated August 4, 1959 running from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, recorded in the Rockland County Clerk's Office August 5, 1959 in Liber 700 of Deeds, Page 382, and running from said beginning point:

1. South 23°27' West along the easterly line of South Madison Avenue (50 feet wide), a distance of 3 feet to a point on the easterly side of South Madison Avenue; THENCE

2. In an easterly direction 54 feet more or less to a point on the northerly boundary of the premises described in the aforesaid August 5, 1959 deed; RUNNING from Esther Koppelman to Marvin Shapiro and Marcia Shapiro; THENCE

3. North 66°33' West along the aforesaid northerly boundary, a distance of 53 feet more or less to the point or place of BEGINNING.

Commonly known as 4 S Madison Avenue, Spring Valley, NY 10977.

Tax Designation: Section 57.47, Block 1, Lot 76

Land Title Associates

Issued on behalf of *Old Republic National Title Insurance Company*

Title No.: LTA1189-05

SCHEDULE A

Legal Description

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Clarkstown, County of Rockland and the State of New York, bounded and described as follows:

BEGINNING at a Rockland County Highway Monument located at the Northwest corner of White Street and Second Avenue;

RUNNING THENCE North 05 degrees 44 minutes 09 seconds East, along the Westerly side of Second Avenue, 114.41 feet to a point;

THENCE North 75 degrees 33 minutes 51 seconds West, along the Southerly line of lands now or formerly of Administrator of Veterans Affairs, 70.40 feet to a point;

THENCE South 37 degrees 04 minutes 09 seconds West, along the Southeasterly line of lands now or formerly of A&J Associates, 44.06 feet to a point;

THENCE South 04 degrees 07 minutes 08 seconds West, along the Easterly line of lands now or formerly of A&J Associates, 90.00 feet to a point on the Northerly side of White Street;

THENCE South 85 degrees 52 minutes 52 seconds East, along the Northerly side of White Street, 90.00 feet to the point or place of **BEGINNING**.

Commonly known as 35 Second Avenue, Nanuet, NY 10954.

Tax Designation: Section: 57.10, Block: 1, Lot: 12.2

Land Title Associates • 1979 Marcus Avenue • Suite 210 • Lake Success • New York • 11042 • 516.620.4230

SCHEDULE A
Legal Description

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village and Town of Haverstraw, County of Rockland and State of New York and known and designated on a Map of "Hedges Trust Estate" as revised by W.O. Polhemus, C.E., dated April 7, 1911, as Lot 11, in Block K, more particularly bounded and described as follows, viz:

BEGINNING at the point of intersection of the southerly side of Fairmount Avenue and westerly line of Clove Avenue, said point being the northeasterly corner of the premises herein described;

RUNNING THENCE South 28° 00' 00" West along the westerly side of Clove Avenue a distance of 100.00 feet to a point;

THENCE North 62° 00' 00" West along the northerly line of lands now or formerly of Lent (Section 27.5A, Block 1, Lot 20 - Lot No. 10 on the above captioned map) a distance of 49.00 feet to a point;

THENCE North 28° 00' 00" East along the dividing line between Lots No. 11 and 12 in Block K on the above captioned subdivision map a distance of 100.00 feet to a point on the southerly side of Fairmount Avenue;

THENCE South 62° 00' 00" East along the southerly side of Fairmount Avenue a distance of 49.00 feet to the point or place of **BEGINNING**.

SAID PREMISES are also known and designated as 39 Fairmount Avenue, Haverstraw, NY 10927.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, known and designated as lot Nos. 108, 109 and 110 on a map surveyed and drawn by Jacob Snider, November 22, 1858, for Albert Tallman, known as Spring Valley Association #1 and filed June 15, 1863 and re-filed June 21, 1918 as Map No. 1446..

Known as 11-13 Lafayette Street, Spring Valley, New York 10977.

Tax Designation: Section 57.40, Block 1, P/O Lot 44.

Commitment No. PAC-03 02360**SCHEDULE A**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Airmont, Town of Ramapo, County of Rockland, and State of New York, known and designated as Lot No. 2 as shown on a certain subdivision map entitled "Final Subdivision Plat, DYKES LUMBER COMPANY, Section #18, Lot #52B, 79A, 79B, 80, 100A, Village of Airmont, Town of Ramapo, Rockland County, New York" made by A.R. Sparaco, Jr., P.L.S. dated March 13, 2000, last revised August 22, 2000 and filed in the Office of the Rockland County Clerk on November 27, 2000 in Book 121 of Maps at Page 21 as Map No. 7389.

TOGETHER WITH rights of ingress and egress over a 7-foot-wide road widening strip of land running along the entire street frontage of Tallman Place until same is dedicated to the proper governmental authority for municipal purposes.

RESERVING unto the Grantor, its successors and/or assigns, an Easement for ingress, egress and all utilities over a strip of land running along the entire Northerly property line and measuring thirteen (13) feet in width at the Westerly property line and seven (7) feet in width at Tallman Place.

Commonly known as One Tallman Place, Tallman, New York 10982.

Tax Designation: Section 55.12, Block 1, Lot 8.2
F/K/A Section 855.12, Block 1, P/O Lot 8
and Section 55.12, Block 1, P/O Lot 8.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland, and State of New York, bounded and described as follows:

BEGINNING at a rebar on the Easterly side of West Street, distant 107.00 feet Southerly on a course of South 05 degrees 10 minutes 00 seconds West from the corner formed by the intersection of the Southerly side of Hoyt Street and the Easterly side of West Street; and running thence

South 81 degrees 30 minutes 00 seconds East, along the Southerly line of lands now or formerly of Orange and Rockland Utilities, Inc., of Samuel, of Taylor and Brown, and of Davis, 163.00 feet to a point; thence

South 05 degrees 10 minutes 00 seconds West, along the Westerly line of lands now or formerly of Hasketad and Hagane, 100.00 feet to a point; thence

North 81 degrees 30 minutes 00 seconds West, along the Northerly line of lands now or formerly of Sternhell, of Tallman Station Commons Corp., and of 56 West Street Management, 163.00 feet to a rebar on the Easterly side of West Street; and thence

North 05 degrees 10 minutes 00 seconds East, along the Easterly side of West Street, 100.00 feet to the point or place of Beginning.

Commonly known as 60 West Street, Spring Valley, New York 10977.

Tax Designation: Section 57.30, Block 1, Lot 31
F/K/A Section SV, Plot 231.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF:

By:

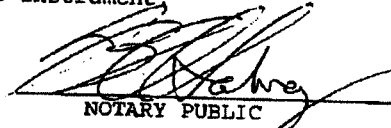


LESZEK WOLANSKI

STATE OF NEW YORK)
COUNTY OF ROCKLAND)

SS.:

On this 15th day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared LESZEK WOLANSKI, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


NOTARY PUBLIC

BRIAN A. SALVAY
Notary Public, State of New York
Registration No. 4900738
Qualified in Sullivan County
Commission Expires July 27, 2012

Ed Gorman, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
LAND TITLE ASSOCIATES
1878 MARCUS AVE
SUITE 210
LAKE SUCCESS, NY 11042

Return To :
LESZEK WOLANSKI
18 S MAIN ST
SPRING VALLEY, NY 10977

First GRANTOR

CHARLEY HOLDINGS LLC

First GRANTEE

WOLANSKI, LESZEK

Index Type : Land Records

Instr Number : 2005-00032523

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$117.00

Recording Pages : 3

The Property affected by this Instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 6753

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$117.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 06/16/2005

At (Recorded Time) : 11:00:37 AM



Doc ID - 013116450003

Ed Gorman
Ed Gorman, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JMT Printed On: 06/22/2005 At: 11:38:45AM

THIS INDENTURE, made the 11 day of May 2005.
 BETWEEN
 Charley Holdings LLC. with an address at 4 S MADISON Ave Spring Valley, N.Y. (10977)
 party of the first part, and
 Leszek Wolanski with an address at 18 South MAIN ST. Spring Valley N.Y. (10977)
 party of the second part,
 WITNESSETH, that the party of the first part, in consideration of _____ dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

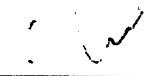
All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869, and filed in the County Clerk's Office of Rockland County, April 15th, 1870".
 BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel a. Voorhis;
 THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;
 THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;
 THENCE Southerly along the same 75 feet to Lot No. 20;
 THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING.

PARCEL I
 ALL that certain plot, piece or parcel of land with the buildings and improvements, thereon erected, situate lying and being in Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:
 BEGINNING at a point at the Northwest corner of the premises herein described marked by a railroad spike, which beginning point is the Northwest corner of the premises described in the deed dated August 4, 1959 running from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, recorded in the Rockland County Clerk's Office August 5, 1959 in Liber 700 of deeds page 382, and running from said beginning point (1) South 23 degrees 27 minutes West along the Easterly line South Madison Avenue (50 feet wide) a distance of 3 feet to a point on the Easterly side of South Madison Avenue;
 THENCE (2) in an Easterly direction 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid August 5, 1959 deed;
 RUNNING from Esther Koppelman to Marvin Shapiro and Marcia Shapiro;
 THENCE (3) North 66 degrees 33 feet West along the aforesaid Northerly boundary a distance of 53 feet more or less to the point or place of BEGINNING.

FOR CONVEYANCE ONLY
 BEING THE SAME PREMISES CONVEYED TO Craig Appelbaum who acquired title by a deed from AJK Realty LLP dated 11/22/2000, and recorded in Liber duly recorded on page.
 TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.
 TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.
 AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
 AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.
 IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



 Joseph Klein

File Number: 2005-00032523 Seq: 2

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Rockland ss: State of New York, County of _____ ss:
On the 11 day of May in the year 2005 On the _____ day of _____ in the year _____
before me, the undersigned, personally appeared before me, the undersigned, personally appeared

Joseph Klein

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of _____ ss:
On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

_____ in _____
(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. LTA108305
Charley Holdings LLC,
TO
Leszek Wolanski

SECTION 57.47
BLOCK 1
LOT 75
COUNTY OR TOWN Rockland
STREET ADDRESS: 4 South Madison Avenue

Recorded at Request of
Land Title Associates

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
Land Title Associates
1979 Marcus Avenue
Suite 210
Lake Success, NY 11042

422 8th
4. S. Madison Ave
Spring Valley NY 10977

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

File Number: 2005-00032523 Seq: 3

Ed Gorman, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
LAND TITLE ASSOCIATES
1979 MARCUS AVE #210
LAKE SUCCESS, NY 11042

Return To :
LAND TITLE ASSOCIATES
1979 MARCUS AVE #210
LAKE SUCCESS, NY 11042

First GRANTOR

BEHR REALTY INC

First GRANTEE

CHARLEY HOLDINGS LLC

Index Type : Land Records

Instr Number : 2005-00040865

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$117.00

Recording Pages : 3

The Property affected by this Instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 7628

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$117.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 07/27/2005

At (Recorded Time) : 11:00:03 AM



Doc ID - 013217630003

Edward Gorman

Ed Gorman, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: NAM Printed On: 08/03/2005 At: 4:47:19PM

File Number: 2005-00040865 Seq: 1

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Rockland ss: State of New York, County of _____ ss:

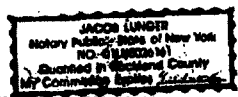
On the 9 day of May in the year 2005 before me, the undersigned, personally appeared Joseph Klein On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____

Joseph Klein _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)



TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of _____ ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____

(insert the City or other political subdivision) (and insert the State or Country of other place the acknowledgment was taken)

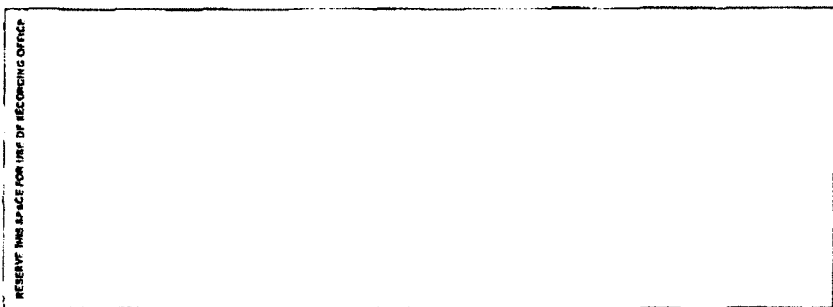
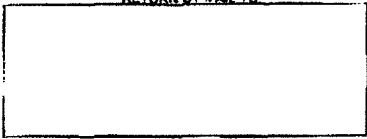
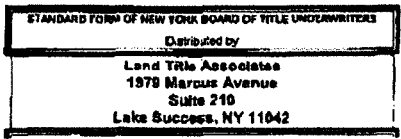
(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. LTA108305
Behr Realty Inc.
TO
Cherley Holdings LLC

SECTION 57.47
BLOCK 1
LOT 75
COUNTY OR TOWN Rockland
STREET ADDRESS: 4 South Madison Avenue

Recorded at Request of
Land Title Associates
RETURN BY MAIL TO:





ENVELOPE
ROCKLAND COUNTY, NEW YORK
Edward Gorman
RECORDING CERTIFICATE
INSTRUMENT ID: 2005-00019289

Type of Instrument: DEED

APPLEBAUM/CRAIG
TO
BEHR REALTY INC

Received From: ROCKWEST ABSTRACT
301 NORTH MAIN STREET
SUITE 6
NEW CITY NY 10956-

Recording Charge: 120.00 Recording Pages: 4

** EXAMINED AND CHARGED AS FOLLOWS : **
** TRANSFER TAX ** ** MTG/DEED AMOUNT **
1,160.00 290,000.00

RS#: 5483 Mortgage#:
Original ID#: Received Tax on Above Mortgage
Town: Basic: .00
Special Addl: .00
Additional: .00
RC Mortgage: .00
Mortgage Tax Total: .00

Total Recording Fees: 1,280.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE
CLERK'S OFFICE FOR ROCKLAND COUNTY, NEW YORK

INSTRUMENT ID#: 2005-00019289
ON (Recorded Date): 04/08/05
AT (Time): 02:22
Operator Init: PLP



Edward Gorman
EDWARD GORMAN
County Clerk



File Number: 2005-00019289 Seq: 1

NY 205 - Morgan and Sal- Deed with Covenant against Grantor's Acts (Individual or Corporation) (Single Sheet) (NYR1-0902)
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE EXECUTED BY LAWYERS ONLY

THIS INDENTURE, made the 15th day of March, in the year 2005
BETWEEN
Craig Applebaum
8 Golden Road
Montebello, NY 10901-3219

party of the first part, and
BEAR REALTY INC.
5 EMES LANE
MONSEY, NY 10952

party of the second part.
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release into the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Tax Map Designation
Dist.
Sq. 57.47
Lot
Lot 75


TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

CRA-10944

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatsoever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Craig Applebaum Applebaum

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of Rockland] ss:
On the 1 day of March in the year 2005
before me, the undersigned, personally appeared
Craig Appelbaum, Applebaum
personally known to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:

State of New York, County of] ss:
On the day of in the year
before me, the undersigned, personally appeared
the subscribing witness to the foregoing instrument, with whom I am
personally acquainted, who, being by me duly sworn, did depose and
say that he/she/they reside(s) in
(If the place of residence is in a city, include the street and street number,
if any, thereof, that he/she/they know(s))
to be the individual described in and who executed the foregoing
instrument, that said subscribing witness was present and saw said
execute the same; and that said witness at the same time subscribed
his/her/their name(s) as a witness thereto.

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of] ss:
On the day of in the year
before me, the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY:

(Not of State or Foreign General Acknowledgment (101)(1)(1))] ss:
(Complete Venue with State, Country, Province or Municipality)
On the day of in the year
before me, the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument, and that such individual
made such appearance before the undersigned in the
(Insert the city or other political subdivision and the state or country or
other place the acknowledgment was taken)

BARGAIN & SALE DEED
WITH COVENANTS AGAINST GRANTOR'S ACTS
HELENA, CRE-10944

Appelbaum

BEAR REALTY INC

ROCKWEST ABSTRACT LTD
301 NORTH MAIN ST
NEW CITY NY 10956

DISTRICT 57.47
SECTION 1
BLOCK 75
LOT
COUNTY OR TOWN Ramapo

RECORDED AT REQUEST OF
National Granite Title Insurance Agency, Inc.
RETURNS BY MAIL TO

Daniel E. Bertolino, Esq.
495 S. Main Street
New City, N.Y. 10956

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

PARCEL 1

Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

Said Lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the County Clerk's Office of Rockland County on April 15, 1870."

BE-GINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the Lot herein intended to be conveyed and the Northwest corner of Lot No. 20, now or formerly owned by Rachel A. Voorhis

THENCE RUNNING northerly along the East line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M. F. Church;

THENCE easterly along said Lot No. 21 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE southerly along the same 75 feet to Lot No. 20.

THENCE along Lot No. 20 westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BE-GINNING

PARCEL 2

All that certain plot, piece or parcel of land, situate lying and being in the Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BE-GINNING at a point at the Northwest corner of the premises herein described marked by a railroad spike which beginning point is the Northwest corner of the premises described in the Deed dated August 4, 1959 running from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, recorded in the Rockland County Clerk's Office August 5, 1959 in Liber 706 of Deeds, Page 382, and running from said beginning point:

1. South 23°27' West along the easterly line of South Madison Avenue (50 feet wide), a distance of 3 feet to a point on the easterly side of South Madison Avenue; THENCE

2. In an easterly direction 54 feet more or less to a point on the northerly boundary of the premises described in the aforesaid August 5, 1959 deed; RUNNING from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, THENCE

3. North 66°33' West along the aforesaid northerly boundary, a distance of 53 feet more or less to the point or place of BE-GINNING.

Page 83 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

CITIBANK NA
1111 NORTHPOINT DR COPPELL, TX 75019

First GRANTEE

WOLANSKI, LESZEK
18 S MAIN ST APT 2S SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2010-00021895

Orig Instr #: SU-2010-002212

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 05/17/2010

At (Recorded Time) : 12:00:00 AM



Doc ID - 020898090002

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: SILBERMD Printed On : 06/23/2010 At : 2:40:29PM

INDEX NO. 2212/10
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

CITIBANK, N.A.

PLAINTIFFS,
AGAINST
LESZEK WOLANSKI

FILED

JUN 17 2010

ROCKLAND COUNTY
36671403786'S OFFICE

JUDGMENT	ON DEFAULT *
AMOUNT CLAIMED IN COMPLAINT	\$ 163,494.03
LESS PMTS THRU	\$.00
BALANCE OF CLAIM AMOUNT DUE	\$ 163,494.03
INTEREST WAIVED	\$.00
ATTORNEYS FEES WAIVED	\$.00
	\$ 163,494.03
COSTS BY STATUTE	200.00
SERVICE OF SUMMONS & COMP	30.00
FILING OF SUMMONS & COMP	210.00
MOTION FEE	
PROSPECTIVE EXECUTION FEE	40.00
FILING OF JUDGMENT	
REQ JUD INT	
SATISFACTION PIECE	
SUBTOTAL	480.00
TOTAL	\$ 163,974.03
* PURSUANT TO FDCPA, PLEASE TAKE *	
* NOTICE THAT FORSTER & GARBUS LLP *	
* IS A DEBT COLLECTOR. *	

JUDGMENT ENTERED ON:
JUDGMENT IS RENDERED IN FAVOR OF THE PLAINTIFF
CITIBANK, N.A.
1111 NORTHPOINT DR COPPELL TX 75019

AND AGAINST THE FOLLOWING DEFENDANT(S)
LESZEK WOLANSKI
18 S MAIN ST APT 2S
SPRING VALLEY NY 10977

AS HEREIN ABOVE COMPUTED IN THE SUM OF \$163,974.03
AND IT IS ADJUDGED THAT THE PLAINTIFF HAS EXECUTION THEREFORE

PAUL PIPERATO
ROCKLAND COUNTY CLERK, CLERK

STATE OF NY, COUNTY OF SUFFOLK SS:
JOEL D. LEIDERMAN AFFIRMS TRUE UNDER PENALTY OF PERJURY: HE IS ASSOC WITH PLAINTIFF'S ATTY, ADMITTED TO PRACTICE IN NY; DISBURSEMENTS SPECIFIED HEREIN, HAVE BEEN OR WILL NECESSARILY BE MADE OR INCURRED, ARE REASONABLE IN AMOUNT; SERVICE OF SUMMONS/VERIFIED COMPLAINT HAS BEEN MADE UPON DEFENDANT BY PERSONAL/SUB SERVICE AS APPEARS BY AFFIDAVIT OR ACKNOWLEDGEMENT OF SERVICE. THE TIME OF DEFENDANT/S TO APPEAR OR ANSWER HAS EXPIRED AND THE DEFENDANT/S HAVE NOT APPEARED OR ANSWERED. THIS AFFIRMATION IS MADE IN COMPLIANCE WITH 50 USCS APPX SECS 501 ET SEQ AND N.Y.M.L. 300-328. THE DEFENDANT IS NOT AT THE PRESENT TIME IN THE MILITARY OR NAVAL SERVICE OF THE USA OR OF ANY ALLIED NATION OF THE USA AS SUCH TERM IS DEFINED BY THE ACTS OF CONGRESS. I BASE SUCH STATEMENTS ABOVE UPON THE FACTS STATED IN THE ATTACHED DOD MANPOWER DATA REPORT. AFFIRMANT GAVE ADDITIONAL NOTICE OF THIS ACTION TO DEFENDANTS BY MAILING A COPY OF THE SUMMONS IN FIRST CLASS POSTAGE PAID ENVELOPES MARKED "PERSONAL AND CONFIDENTIAL" WITH NO INDICATION THAT IT WAS FROM AN ATTORNEY OR CONCERNED AN ALLEGED DEBT ON 4/21/10 BY DELIVERING IT TO AN EMPLOYEE OF THE USPS AT OUR OFFICES (USPS DOMESTIC MAIL MANUAL SEC. 507 SUB 6.0 ET. SEQ.) THE ENVELOPES WERE ADDRESSED TO

LESZEK WOLANSKI
THE DEFENDANT/S AT
18 S MAIN ST APT 2S
SPRING VALLEY NY 10977

THIS BEING THE LAST KNOWN RESIDENCE OF THE DEFENDANT/S.
MORE THAN 20 DAYS HAVE ELAPSED SINCE THEN, AND THE SUMMONS SO MAILED HAS NOT BEEN RETURNED BY THE USPO AS UNDELIVERABLE.
I AFFIRM THE SUMMONS AND COMPLAINT AND AFFIDAVIT (OR ACKNOWLEDGMENT) HAVE BEEN FILED IN THIS COURT UNDER THE ABOVE INDEX #.

DATED: 5/25/10
JOEL D. LEIDERMAN
FORSTER & GARBUS LLP, ATTYS FOR PLTF
500 BI CNTY BLV, FRMNGDL NY 631-393-9400

Page 85 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

EQUABLE ASCENT FINANCIAL LLC
1 NORTHBROOK PL NORTHBROOK, IL 60062

First GRANTEE

WOLANSKI, LESZEK
14 MUNICIPAL PLZ SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2010-00023458

Orig Instr #: SU-2010-003081

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 07/01/2010

At (Recorded Time) : 12:00:00 AM



Doc ID - 020963370002

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: SILBERMD Printed On : 07/07/2010 At : 4:22:46PM

Page 86 of 127

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

088123 - JUDGMENT
004106762 - ACCT NO.

EQUABLE ASCENT FINANCIAL, LLC

Court Index No. SU-2010-003081

Plaintiff

1008HR
MJRF NO 088123
JUDGMENT

against

LESZEK WOLANSKI

Defendant(s)

Amt claimed in complaint less payments on acct of \$0.00
Attorney's fees allowed
Interest From 02/11/10

\$10,713.85
WAIVED
\$0.00

FILED
JUL - 1 2010

ROCKLAND COUNTY
CLERK'S OFFICE

	TOTAL	\$10,713.85
Costs by statute	\$200.00	
Service of summons and complaint.....	\$4.00	
Filing of summons and complaint.....	\$210.00	
Prospective execution fee.....	\$0.00	
Military Service Affidavit.....	\$0.00	
R.J.I.	\$0.00	
Transcript & Docketing.....	\$0.00	
Postage	\$0.00	
Filing Fee.....	\$0.00	
	\$414.00	
	TOTAL	\$11,127.85

STATE OF NEW YORK, COUNTY OF NASSAU:

The undersigned, an attorney admitted to practice in the State of New York, associated with the attorneys for plaintiff, under penalties of perjury, affirms the following to be true: The disbursements specified above have been or will necessarily be made or incurred and are reasonable in amount: Defendant(s) have failed to appear, answer or move, and the time to do so has expired. Plaintiff is entitled to a judgment by default. Deponent deposited a copy of the Summons in separate post-paid envelopes in an official depository of the U.S. Postal Service in Syosset, NY addressed to each defendant's last known residence address set forth below, on the following dates respectfully: 04/15/10, in an envelope marked "Personal and Confidential" not indicating it was from an attorney or concerned an alleged debt. That more than twenty days have elapsed and the same have not been returned undeliverable by the U.S. Postal Service. That the attorneys for plaintiff are not employees of plaintiff but are of counsel.

Pursuant to affidavits of service on file herein, deponent alleges that defendants are not in military service.

THOMAS A. DREDGER, JR.
MULLOOLY, JEFFREY, ROONEY & FLYNN LLP
6851 JERICHO TPKE, STE 220, SYOSSET NY 11791-9036 (516)656-5300

Dated: June 3, 2010

JUDGMENT ENTERED ON:

JUL - 1 2010

ADJUDGED that EQUABLE ASCENT FINANCIAL, LLC
plaintiff, residing at ONE NORTHBROOK PLACE NORTHBROOK, IL 60062
recover of LESZEK WOLANSKI
14 MUNICIPAL PLZ, SPRING VALLEY, NY 10977

Defendants

the sum of \$10,713.85 with interest of \$0.00 making a total of \$10,713.85 together with \$414.00 costs and disbursements, amounting in all to \$11,127.85 and that plaintiff have execution therefore.

(jd10)

PAUL RIVERA
ROCKLAND COUNTY CLERK
Paul Rivera

Page 87 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

CAPITAL ONE BANK USA NA
4851 COX ROAD GLEN ALLEN, VA 23060

First GRANTEE

WOLANSKI, LESZEK
64 S MAIN ST APT 1B SPRING VALLEY, NY 10977 5637

Index Type : Land Records

Instr Number : 2010-00025638

Orig Instr #: SU-2010-002484

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 07/15/2010

At (Recorded Time) : 12:00:00 AM



Doc ID - 021037850002

Paul Piperato
Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: BH Printed On : 07/21/2010 At : 5:45:19PM

Page 88 of 127

N00000032788692
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
CAPITAL ONE BANK (USA), N.A.

Client Acct: 4791242495248455
R & R File No. 823579
S 087 N

000001350803

FILED

JUL 15 2010

ROCKLAND COUNTY
CLERK'S OFFICE

-against- Plaintiff
LESZEK WOLANSKI
COLLECTORS TEAM
Defendant(s)

JUDGMENT
Index No. 10/2494

Amount claimed in complaint \$ 2,469.75
Interest on \$ 2,469.75 at 9.000% from 8/26/09 to 6/15/10 178.43
TOTAL \$ 2,648.18
Costs by Statute \$ 200.00
Service of process 25.00
Fee for Index Number 210.00
Prospective execution fee 20.00
TOTAL \$ 3,103.18

STATE OF NEW YORK, COUNTY OF SUFFOLK:
The undersigned, an attorney admitted to practice in the State of New York,
associated with the attorneys for plaintiff, under penalties of perjury,
affirms the following to be true: The disbursements specified above have
been or will necessarily be made or incurred and are reasonable in amount.
Defendant(s) have failed to appear, answer or move herein, and the time to
do so having expired, plaintiff is entitled to judgment by default.
A copy of the summons was deposited on 3/25/10 (Deft 1)
in a separate post paid envelope in an official depository of the United
States Postal Service within New York State, addressed to each defaulting
defendant's last known home address set forth herein. More than 20 days
have elapsed and the envelope has not been returned as undeliverable
by the post office.
CPLR 4539(b) ALLOWS REPRODUCTION OF DOCUMENTS IN ACCORDANCE WITH THE
REQUIREMENTS SET FORTH THEREIN. THE DOCUMENTS SUBMITTED WITH THIS
JUDGMENT ARE EITHER ORIGINALS OR IDENTICAL TO THE ORIGINAL. IF A
REPRODUCTION, THE ORIGINAL WAS STORED ELECTRONICALLY IN A SYSTEM THAT
CREATES TIF IMAGES AND RECORDS THEM IN A WORM (WRITE ONCE, READ MANY)
CD SYSTEM. INFORMATION STORED IN A WORM CD SYSTEM CANNOT BE CHANGED
ONCE IT IS RECORDED.
Dated: June 15, 2010

JOSEPH LATONA VALERIE WATTS
RUBIN & ROTHMAN, LLC
Attorneys for Plaintiff
1787 Veterans Highway
Islandia, N.Y. 11749
(631) 234-1500

NOW, on motion of Rubin and Rothman, LLC, it is adjudged that
CAPITAL ONE BANK (USA), N.A.
located at 4851 COX ROAD, GLEN ALLEN, VA 23060
recover of LESZEK WOLANSKI
residing at 64 S MAIN ST APT 1B, SPRING VALLEY, NY 10977-5637
the sum of \$ 3,103.18 and that the Plaintiff have execution therefor.
Adjudged that the action is hereby severed and continued as to remaining
defendant(s).

Dated:

JUL 15 2010

PAUL PIPERATI
ROCKLAND COUNTY CLERK
Clerk

Paul Piperato, County Clerk
1 South Main St, Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
JOSEPH OBERMEISTER

Return To :
JOSEPH OBERMEISTER

First GRANTOR

MIDDLETOWN CAPITAL LLC
127 BEVERLEY RD BK, NY 11218

First GRANTEE

KLEIN, JOSEPH
25 EISENHOWER AVE SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2016-00009644

Book : Page :

Type of Instrument : Transcript Of Judgment

Type of Transaction : Trans Judg

Recording Fee: \$10.00

Recording Pages : 3

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 04/05/2016

At (Recorded Time) : 9:25:00 AM



Doc ID - 0375469300003

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

NO. 00097 <<< FEE >>> TRANSCRIPT OF JUDGMENT <<< FEE >>>

JUDGMENT DEBTOR JUDGMENT CREDITOR ATTORNEY FOR JUDGMENT CREDITOR

SURNAME GIVEN NAME JOSEPH
PROFESSION LAST KNOWN ADDRESS 25 EISENHOWER AVE 10977
NAME AND ADDRESS (A) MIDDLETOWN CAPITAL LLC 127 BEVERLEY RD 11218 BK NY
NAME AND ADDRESS JOSEPH OBERMEISTER ESQ 136B CEDARHURST AVE 11516 CEDARHURST NY

FILED
APR - 5 2016
ROCKLAND COUNTY
CLERK'S OFFICE

JUDGMENT DOCKETED JUDGMENT RENDERED
DATE: 01/05/2016 COURT: SUPREME COURT
COUNTY: KINGS
INDEX NO: 505111/15
DATE: 01/05/2016
HR & MIN: 01:09
DAMAGES COST TOTAL
\$ 3,658,918.00

EXECUTION WHEN ISSUED WHEN HOW AND TO WHAT EXTENT
STATE OF NEW YORK
COUNTY OF KINGS
I, NANCY T. SUNSHINE, CLERK OF THE COUNTY OF KINGS, HEREBY CERTIFY THAT THE ABOVE IS A
CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS 3 DAY 8 20 16
Nancy T. Sunshine
COUNTY CLERK, KINGS COUNTY

NO. 00097 <<< FEE >>> TRANSCRIPT OF JUDGMENT <<< FEE >>>

REMARKS: DATE AND MANNER OF CHANGE OF STATUS OF JUDGMENT

NO REMARKS FOR THIS RECORD

STATE OF NEW YORK
COUNTY OF KINGS

I, NANCY T. SUNSHINE, CLERK OF THE COUNTY OF KINGS, HEREBY CERTIFY THAT THE ABOVE IS A
CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS 3rd DAY 8 20 16

Nancy T. Sunshine
COUNTY CLERK, KINGS COUNTY

SCHEDULE "B"

JOAN M. FACELLE, M.D., AS
COMMISSIONER OF HEALTH
OF THE ROCKLAND COUNTY
HEALTH DISTRICT
50 SANATORIUM ROAD
POMONA, NY 10970

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

COUNTY OF ROCKLAND
11 NEW HEMPSTEAD ROAD
NEW CITY, NY 10956

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

Page 77 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

RC DEPARTMENT OF HEALTH-COMMISSIONER
60 SANATORIUM RD POMONA, NY 10970

First GRANTEE

WOLANSKI, LESZEK
4 MUNICIPAL PLAZA SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2008-00008619

Orig Instr #: SU-2007-10959

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 3

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 02/21/2008

At (Recorded Time) : 12:00:00 AM



Doc ID - 018019700003

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: BH Printed On : 02/28/2008 At : 10:26:58AM

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----x
JOAN H. FACELLE, M.D., as Commissioner of
Health of the Rockland County Health District
And the COUNTY OF ROCKLAND,

DEFAULT JUDGMENT

Plaintiffs,

Index No. 10959/07

FILED

-against-

FEB 21 2008

LESZEK WOLANSKI,

ROCKLAND COUNTY
CLERK'S OFFICE

-----x
The summons and complaint in the above-entitled action having been served upon the defendant on or about the 6th day of December, 2007 by personal service, pursuant to CPLR Section 308 and the time for said defendant to appear, answer or raise an objection to the complaint in point of law having expired, and said defendant not having appeared, answered or raised any objection to the complaint in point of law.

NOW, upon the summons and complaint, proof of service thereof, the affirmation of THOMAS E. WALSH, II, ESQ., duly subscribed and dated the 14th day of February, 2008, and upon motion of THOMAS E. WALSH, ESQ., Assistant County Attorney, associated with the Office of the County Attorney, County of Rockland, attorney for plaintiffs, it is

ORDERED, ADJUDGED and DECREED, that the plaintiff, JOAN H. FACELLE, M.D., as Commissioner of Health of the Rockland County Health District, with offices located at 50 Sanatorium Road, Pomona, New York 10970, and the plaintiff,

COUNTY OF ROCKLAND, with offices at 11 New Hempstead Road, New City, New York 10956, do recover of the defendant LESZEK WOLANSKI., residing at 4 Municipal Plaza, Spring Valley, New York 10977 the sum of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS, with interest thereon from the 21st day of March, 2007, the sum of Eighty-two and 50/100 - (\$ 82.50) DOLLARS, and thus making a total sum of \$1082.50 DOLLARS, and have execution therefore.

FEB 21 2008

JUDGMENT entered this _____ day of February, 2008.

PAUL PIPERATO
ROCKLAND COUNTY CLERK



COUNTY CLERK, ROCKLAND COUNTY

Page 80 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

RC DEPARTMENT OF HEALTH-COMMISSIONER
50 SANATORIUM RD POMONA, NY 10970

First GRANTEE

WOLANSKI, LESZEK
4 MUNICIPAL PLAZA SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2009-00003629

Orig Instr #: SU-2008-013013

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 3

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 02/05/2009

At (Recorded Time) : 12:00:00 AM



Doc ID - 018822450003

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: BH Printed On : 02/06/2009 At : 5:32:07PM

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----X
JOAN H. FACELLE, M.D., as Commissioner of
Health of the Rockland County Health District
And the COUNTY OF ROCKLAND,

DEFAULT JUDGMENT

Plaintiffs,

Index No. 13013/08

-against-

LESZEK WOJANSKI,

Defendant.

FILED

FEB 5 2009

ROCKLAND COUNTY
CLERK'S OFFICE

-----X
The summons and complaint in the above-entitled action having been served upon the defendant on or about the 22nd day of December, 2008 by personal service, pursuant to CPLR Section 308 and the time for said defendants to appear, answer or raise an objection to the complaint in point of law having expired, and said defendant not having appeared, answered or raised any objection to the complaint in point of law.

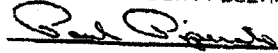
NOW, upon the summons and complaint, proof of service thereof, the affirmation of FINA DEL PRINCIPIO, ESQ., duly subscribed and dated the 2nd day of February, 2009, and upon motion of FINA DEL PRINCIPIO, ESQ., Chief Assistant County Attorney, associated with the Office of the County Attorney, County of Rockland, attorney for plaintiffs, it is

ORDERED, ADJUDGED and DECREED, that the plaintiff, JOAN H. FACELLE, M.D., as Commissioner of Health of the Rockland County Health District, with offices located at 50 Sanatorium Road, Pomona, New York 10970, and the plaintiff,

COUNTY OF ROCKLAND, with offices at 11 New Hempstead Road, New City, New York 10956, do recover of the defendant LESZEK WOJANSKI, residing at 4 Municipal Plaza, Spring Valley, NY 10977, in the sum of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS, with interest thereon from the 18th day of June, 2008 in the sum of \$ 57.00 (\$) DOLLARS, and thus making a total sum of \$1,057.00 DOLLARS, and have execution therefore.

JUDGMENT entered this FEB - 5 - 2009, 2009.

PAUL PIPERATO
ROCKLAND COUNTY CLERK



COUNTY CLERK, ROCKLAND COUNTY

SCHEDULE "C"



ADJUSTABLE RATE NOTE
(12-MTA Index - Payment and Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 110% OF THE ORIGINAL AMOUNT (OR \$ 374,000.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THIS NOTE OR ANY RIDER TO THIS NOTE. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

May 11, 2005BROOKLYN
(City)New York
(State)4 SOUTH MADISON AVENUE, RAMAPO, NY 10977
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 340,000.00 plus any amounts added in accordance with Section 4 (G) below, (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Washington Mutual Bank, PA. I will make all payments under this Note in form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid Principal until the full amount has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 6.124 %. Thereafter until the first Change Date (as defined in Section 4 of this Note) I will pay interest at a yearly rate of 1.650 %. The interest rate required by this Section 2 and Section 4 of this Note is the Rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay Principal and interest by making payments every month. In this Note, "payments" refer to Principal and interest payments only, although other charges such as taxes, insurance and/or late charges may also be payable with the monthly payment.

I will make my monthly payments on 1st day of each month beginning on July, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on June 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at 9451 CORBIN AVE, NORTHRIDGE, CA 91324 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,198.04, unless adjusted at an earlier time under Section 4(H) of this Note:

(C) Payment Changes

My monthly payment will be recomputed, according to Sections 4(E)(F)(G)(H) and (I) of this Note, to reflect changes in the Principal balance and interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may further change on the 1st day of July, 2005, and on that day every month thereafter. Each such day is called a "Change Date".

(B) The Index

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of 15 days before each interest rate Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three & Sixty-Two-Hundredths percentage points 3.620 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the next higher 1/8 of 1%.

(D) Interest Rate Limit

My interest rate will never be greater than Ten & Seventy-Seven-Hundredths percentage points 10.770 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commencing July 1, 2005, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected principal balance I am expected to owe as of the Payment Change Date in full on the Maturity Date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of this Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the principal payment and does not apply to any escrow payments Lender may require under the Security Instrument.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a principal reduction of the Note.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to 110% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 110% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid Principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(K) Failure to Make Adjustments

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial Prepayment of unpaid Principal.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will apply all of my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may have the effect of reducing the amount of my monthly payments, but only after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount

necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Miscellaneous Fees: I understand that the Note Holder will also charge a return item charge in the event a payment that I make in connection with repayment of this loan is not honored by the financial institution on which it is drawn. The current fee is \$ 15.00. Lender reserves the right to change the fee from time to time without notice except as may be required by law.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 10 days after the date on which the notice is delivered or mailed to me (or, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given the Borrower).

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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



10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Transfer of the Property or a Beneficial Interest in Borrower.

If all or any part of the Property or any interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) the request to assume is made after one year following recordation of the Deed of Trust, (b) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (c) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (e) payment of Assumption Fee if requested by Lender.

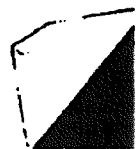
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption and Lender may increase the maximum rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written Assumption Agreement with transferee and formally releases Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. MISCELLANEOUS PROVISIONS

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical or ministerial mistake, calculation error, computer error, printing error or similar error (collectively "Errors"), I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such Errors and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such Errors.

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver





to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purposes.

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

x _____
LESZEK WOLANSKI

Pay to the order of

Without Recourse
Washington Mutual Bank, FA

Cynthia A. Riley, Vice President

Prepayment Fee Note Addendum

This Note Addendum is made this 11th day of May, 2005 and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned (the "Borrower") in favor of Washington Mutual Bank, FA (the "Lender") and dated as of even date herewith (the "Note").

This Note Addendum amends the provision in the Note regarding the Borrower's right to prepay as follows:

BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal before they are due. Any payment of principal, before it is due, is known as a "prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment." A prepayment of the full amount of the unpaid principal is known as a "full prepayment."

If I make a full prepayment, I may be charged a fee as follows:

If Noteholder receives a prepayment on or before the first anniversary of the date of the Note, the Prepayment Fee shall be equal to Three percent (3.000 %) of the original loan amount. If Noteholder receives prepayment after the first anniversary but on or before the Second anniversary of the date of the Note, the prepayment fee shall be Two percent (2.000 %) of the original loan amount. If Noteholder receives prepayment after the second anniversary but on or before the Third anniversary of the date of the Note, the prepayment fee shall be One percent (1.000 %) of the original loan amount. Thereafter, prepayment of the Note shall be permitted without any Prepayment Fee.

The Prepayment Fee shall be payable upon a full prepayment, voluntary or involuntary, including but not limited to a prepayment resulting from Noteholder's permitted acceleration of the balance due on the Note. Notwithstanding the foregoing, nothing herein shall restrict my right to prepay at any time without penalty accrued but unpaid interest that has been added to principal.

Notwithstanding the foregoing, Lender shall not impose a Prepayment Fee in the event that:

- a) The loan is fully prepaid as result of disposing of the security property and Borrower obtains a new loan from Lender to purchase another property. The prepayment of the loan must occur simultaneously with the origination of the new loan; and
- b) such prepayment occurs no earlier than the first anniversary of the date of the Note.

Nothing herein shall be deemed to be a commitment by Lender to make Borrower another loan. Borrower understands and agrees that should Borrower want to obtain a new loan from Lender, Borrower must meet all underwriting and other requirements of Lender in effect at the time Borrower applies for the new loan.



When I make a full or partial prepayment I will notify the Noteholder in writing that I am doing so. Any partial prepayment of principal shall be applied to interest accrued on the amount prepaid and then to the principal balance of the Note which shall not reduce the amount of monthly installments of principal and interest (until reamortized as set forth in the Note at the next Payment Change Date) nor relieve me of the obligation to make the installments each and every month until the Note is paid in full. Partial prepayments shall have no effect upon the due dates or the amounts of my monthly payments unless the Noteholder agrees in writing to such changes.

NOTICE TO THE BORROWER

Do not sign this Note Addendum before you read it. This Note Addendum provides for the payment of a Prepayment Fee if you wish to repay the loan prior to the date provided for repayment in the Note.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note Addendum.

X _____
LESZEK WOLANSKI

SCHEDULE "D"

Page 43 of 127

Ed Gorman, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
LAND TITLE ASSOCIATES
1979 MARCUS AVENUE SUITE 210
LAKE SUCCESS, NY 11042

Return To :
WASHINGTON MUTUAL BANK FA X
12891 PALA DRIVE MS 156DPCA
GARDEN GROVE, CA 92841

First GRANTOR

WOLANSKI, LESZEK

First GRANTEE

WASHINGTON MUTUAL BANK FA

Index Type : Land Records

Instr Number : 2005-00029673

Book : Page :

Type of Instrument : Mortgage

Type of Transaction : Mtg Type B

Recording Fee : \$114.00

Recording Pages : 29

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

Mortgage Taxes

Property Located : Ramapo

Serial Number : CW3544

Mortgage Amount : \$374,000.00

Basic Tax : \$1,870.00

Local Tax : \$835.00

Additional Tax : \$1,092.00

Transportation Auth Tax : \$935.00

SONYMA : \$0.00

Total : \$4,832.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 06/01/2005

At (Recorded Time) : 10:55:55 AM

Total Fees : \$4,946.00



Doc ID - 013084580029

Ed Gorman

Ed Gorman, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: HAH Printed On : 06/08/2005 At : 4:53:52PM

AFTER RECORDING RETURN TO:

Washington Mutual Bank, FA
C/O ACS IMAGE SOLUTIONS
12651 PALA DRIVE MS 156DPCA
GARDEN GROVE, CA 92641

SPACE ABOVE THIS LINE FOR RECORDING DATA

BENZION FRANKEL

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated May 11, 2005 together with all Riders to this document, will be called the "Security Instrument."

(B) "Borrower." LESZEK WOLANSKI

whose address is 18 SOUTH MAIN STREET, SPRING VALLEY, NY 10977

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

(C) "Lender." Washington Mutual Bank, FA, a federal association will be called "Lender." Lender is a corporation or association which exists under the laws of United States of America. Lender's address is

400 East Main Street Stockton, CA 95290

(D) "Note." The note signed by Borrower and dated May 11, 2005, will be called the "Note." The Note shows that I owe Lender three hundred forty thousand & 00/100

Dollars (U.S. 340,000.00) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by June 1, 2035.

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

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

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

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

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

NEW YORK 73234 02-011

Page 1 of 19

PROPERTY: 4 South Madison Avenue Ramapo, N.Y.
Block 1, lot 75, section 57.47.

370000
DA

B-R-28

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

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

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

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

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

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

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

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

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

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

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



Land Title Associates

Issued on behalf of *Old Republic National Title Insurance Company*

Title No.:



SCHEDULE A
Legal Description

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869, and filed in the County Clerk's Office of Rockland County, April 15th, 1870".

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel a. Voorhis;

THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;

THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE Southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING;

SAID PREMISES are also known and designated as 4 South Madison Avenue, Spring Valley, NY





DESCRIPTION OF THE PROPERTY

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

(A) The Property which is located at 4 SOUTH MADISON AVENUE
(Street)
RAMAPO, New York 10977
(City, Town or Village) (Zip Code)

This Property is in Rockland County. It has the following legal description:

ATTACHED EXHIBIT "A"

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all proceeds of insurance for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

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

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

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

PLAIN LANGUAGE SECURITY INSTRUMENT

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

COVENANTS

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay. I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note.

I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

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

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

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

First, to pay any interest due under the Note;

Next, to pay principal due under the Note; and

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

Such payments will be applied to each Periodic Payment in the order in which it became due. Any remaining amounts will be applied as follows:

First, to pay any late charges;

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

Next, to reduce the principal balance of the Note.

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

late charges due.

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

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

3. Monthly Payments for Taxes and Insurance.

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

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

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

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

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

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Funds I will have to pay by using

existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

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

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

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

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

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

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

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

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

[REDACTED]

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

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

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

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that are due, paid or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby

waives, to the full extent allowed by law, all of Borrower's rights to receive any and all such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whatsoever, and (e) any and all funds received or receivable in connection with any damage to such property, resulting from any cause or causes whatsoever, including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

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

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

The amount paid by the insurance company for loss or damage to the Property is called "proceeds." Unless Lender and I otherwise agree in writing, any proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such insurance proceeds will be applied in the order provided for in Section 2. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any insurance proceeds in an amount not greater than the amounts unpaid under the Note and this

Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

(a) Maintenance and Protection of the Property. I will not destroy, damage or harm the Property, or remove or demolish any building thereon, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good condition and repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property in good and workmanlike manner if damaged to avoid further deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. If insurance or condemnation (as described in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient, and workmanlike manner in accordance with all applicable laws.

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

Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgment, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or

ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender, payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

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

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

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

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

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

10. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the

[REDACTED]

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

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "loss reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The loss reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the loss reserve. Lender can no longer require loss reserve payments if: (a) Mortgage Insurance coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

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

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

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

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

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

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

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

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

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

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

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

in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction in Lender's interest in the Property are assigned, and will be paid, to Lender.

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

12. Continuation of Borrower's Obligations And of Lender's Rights. This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any successor in interest to Borrower and Lender.

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

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

(b) Lender's Rights. Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable

[REDACTED]

Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any

[REDACTED]

Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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

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

If Borrower or any successor in interest to Borrower files (or has filed against Borrower or any successor in interest to Borrower) a bankruptcy petition under Title 11 or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the Court shall be paid to Lender on post-petition arrears.

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

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

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

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

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

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

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

25. Borrower's Statement Regarding the Property (check box as applicable).

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

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 19 of this Security Instrument and in any Rider signed by me and recorded with it.



X
LESZEK WOLANSKI

(Space Below This Line For Acknowledgment)

STATE OF NEW YORK,)
County of Rockland) ss:

On the 11 day of May in the year 2005 before me, the undersigned personally appeared Leszek Wolanski

personally known to me or proved to me on the basis of satisfactory evidence to be individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of Individual taking acknowledgment

ALAN H. FIN
Notary Public, State of New York
No. 4940735
Qualified in Rockland County
Commission Expires April 15, 2009

**ADJUSTABLE RATE RIDER
(12-MTA Index - Payment and Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 11th day of May, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4 SOUTH MADISON AVENUE, RAMAPO, NY 10977
(Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 110% OF THE ORIGINAL AMOUNT (OR \$ 374,000.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 6.124%. Thereafter until the first Change Date (as defined in Section 4 of the Note) I will pay interest at a yearly rate of 1.650%. The interest rate I will pay will thereafter change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the 1st day of July, 2005, and on that day every month thereafter. Each such day is called a "Change Date".

(B) The Index

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Interest Rate Change

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three & Sixty-Two-Hundredths percentage points 3.620 % ("Margin") to Current Index. The Note Holder will then round the result of this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). The difference will be rounded to the next higher 1/8 of 1%.

(D) Interest Rate Limit

My interest rate will never be greater than 10.770 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commencing July 1, 2006, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the

[REDACTED]

amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

(H) Limit on My Unpaid Principal; Increased Monthly Payment


My unpaid Principal can never exceed a maximum amount equal to 110% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 110% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my



monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

(K) Failure to Make Adjustments

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid "Principal."

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (c) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by Lender.

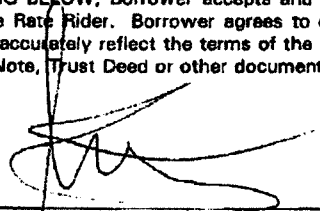
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the



transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement with transferee and formally releases Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.


x _____
LESZEK WOLANSKI

**1-4 FAMILY RIDER
Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 11th day of May, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Washington Mutual Bank, PA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4 SOUTH MADISON AVENUE, RAMAPO, NY 10977

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now and hereafter attached to the Property to the extent they are fixtures added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classifications, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 10 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the Section 6 concerning Borrower's occupancy of the Property is deleted.

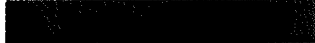
G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this Paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Borrowers absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.



Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

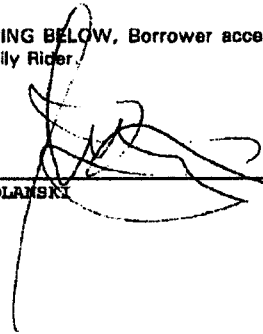
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION.

Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

X _____
LESZEK WOLANSKI



Page 72 of 127

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
NATIONWIDE TITLE CLEARING INC
2100 ALTERNATE 19 NORTH
PALM HARBOR, FL 34683

Return To :
NATIONWIDE TITLE CLEARING INC
2100 ALTERNATE 19 NORTH
PALM HARBOR, FL 34683

Method Returned : ERECORDING

First GRANTOR

FEDERAL DEPOSIT INSURANCE CORP-RECEIVER

First GRANTEE

JPMORGAN CHASE BANK NA

Index Type : Land Records

Instr Number : 2014-00024976

Orig Instr #: 2005-00029673

Book : Page :

Type of Instrument : Assignment Of Mortgage

Type of Transaction : Asmt-Release

Recording Fee: \$50.50

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 09/17/2014

At (Recorded Time) : 9:44:00 AM

Paul Piperato

Paul Piperato, County Clerk



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

Loan #: [REDACTED]



ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), WHOSE ADDRESS IS 1601 BRYAN STREET, DALLAS, TX 75281, AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, (ASSIGNOR) by these presents does convey, grant, assign, transfer and set over the described Mortgage, as the same has not been consolidated, extended or modified, with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Mortgage dated 05/11/2005, made by LESZEK WOLANSKI to WASHINGTON MUTUAL BANK, FA in the principal sum of \$340,000.00 and recorded on 06/01/2005 in Liber . Page . CRFN # 2005-29673 in the office of the Registry of ROCKLAND County, NY.

Property commonly known as: 4 SOUTH MADISON AVENUE,
RAMAPO, NY 10977

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

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

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

This Assignment is intended to further memorialize the transfer that occurred by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(C)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. §1821 (d)(2)(C)(i)(II)

IN WITNESS WHEREOF, this Assignment is executed on 09, 10, 2014 (MM/DD/YYYY).
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ATTORNEY IN FACT FOR THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA (POA RECORDED: 01/17/2014 INSTR#: 2014-00001707)

By: [Signature]
Lakota M Sellers
VICE PRESIDENT

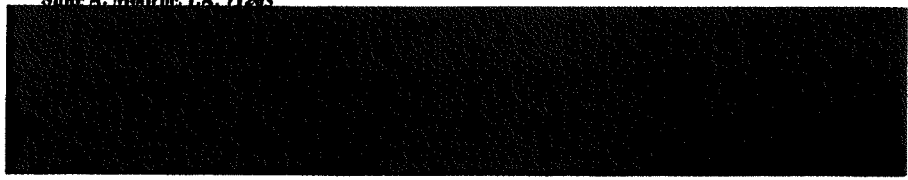
[Signature]
Witness

STATE OF LOUISIANA PARISH OF OUACHITA
Before me on 09, 10, 2014 (MM/DD/YYYY), the undersigned, personally appeared Lakota M Sellers as VICE PRESIDENT for JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ATTORNEY IN FACT FOR THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
TODD C SYLVESTER #062367
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

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

Document Prepared By: Lakota M Sellers, JPMorgan Chase Bank, N.A., 780 Kansas Lane, Suite A, Monroe, LA, 71203



Page 74 of 127

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
PEIRSON PATTERSON LLP
4400 ALPHA RD.
DALLAS, TX 75244

Return To :
PEIRSON PATTERSON LLP
4400 ALPHA RD.
DALLAS, TX 75244

Method Returned : ERECORDING

First GRANTOR

JPMORGAN CHASE BANK NA

First GRANTEE

PENNYMAC HOLDINGS LLC

Index Type : Land Records

Instr Number : 2015-00009391

Orig Instr #: 2005-00029673

Book : Page :

Type of Instrument : Assignment Of Mortgage

Type of Transaction : Asmt-Release

Recording Fee: \$55.50

Recording Pages : 3

Recorded Information

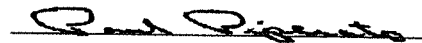
State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 04/07/2015

At (Recorded Time) : 3:53:00 PM



Paul Piperato, County Clerk



After recording please mail to:
PEIRSONPATERSON, LLP
ATTN: RECORDING DEPT.
13750 OMEGA ROAD
DALLAS, TX 75244-4505

[Space Above This Line For Recording Data]

Loan No. 

NEW YORK ASSIGNMENT OF MORTGAGE

For Value Received, JPMorgan Chase Bank, National Association, the undersigned holder of a Mortgage (herein "Assignor"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203 does hereby grant, sell, assign, transfer and convey, unto PennyMac Holdings, LLC, (herein "Assignee"), whose address is 6101 Condor Drive, Suite 310, Moorpark, CA 93021, all beneficial interest under a certain Mortgage dated May 11, 2005 and recorded on June 1, 2005, made and executed by LESZEK WOLANSKI, to and in favor of WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION, upon the following described property situated in ROCKLAND County, State of New York:

Property Address: 4 SOUTH MADISON AVENUE, RAMAPO, NY 10977

SECTION: 57.47, BLOCK: 1, LOT: 75

such Mortgage having been given to secure payment of **Three Hundred Forty Thousand and 00/100ths (\$340,000.00)**, which Mortgage is of record in Book, Volume or Liber No. N/A, at Page N/A (or as No. 2005-00029673), in the Office of the County Clerk or Register of ROCKLAND County, State of New York. .

CHAIN OF TITLE

ASSIGNMENT: THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), WHOSE ADDRESS IS 1601 BRYAN STREET, DALLAS, TX 75201, AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION - DATED: 09/10/2014, RECORDED: 09/17/2014, BOOK: N/A, PAGE: N/A, INSTRUMENT #: 2014-00024976

This assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 2-27-15.



Assignor:
JPMorgan Chase Bank, National Association

By: [Signature]
LaKendra F. Williams

Its: VICE PRESIDENT

ACKNOWLEDGMENT

State of Louisiana §
Parish of Ouachita §

On the 27 day of FEB in the year 2015 before me, the undersigned, personally appeared LaKendra F. Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

J. K. Wilson
Notary Public #064399
Ouachita Parish, LA
Lifetime Commission

[Signature]
Signature of Individual Taking Acknowledgment
J. K. Wilson
Printed Name
Notary Public
Office of Individual Taking Acknowledgment
My Commission Expires: Lifetime

(Seal)

SCHEDULE "E"

Pursuant to Loan Modification Agreement executed on 12/30/08:

Principal Balance \$421,263.45

Date of Default: January 1, 2014

Interest rate (Variable) 5.000%

STATE OF NEW YORK
SUPREME COURT COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC

Plaintiff,

-vs-

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER OF HEALTH OF THE ROCKLAND COUNTY HEALTH DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.; EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE BANK (USA), N.A.; MIDDLETOWN CAPITAL LLC;"JOHN DOE #1-5" and "JANE DOE #1-5" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein,

Defendants.

Index No.

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

Mortgaged Premise Address:
4 MADISON AVENUE SOUTH
SPRING VALLEY, NY 10977
A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

1. I am an attorney at law duly licensed to practice in the State of New York, and am affiliated with the law firm of Fein, Such & Crane, L.L.P., attorneys for plaintiff in this action.
2. This residential foreclosure action involves a home loan, as such term is defined in Real Property Actions and Proceedings Law §1304 to the extent alleged in paragraph TENTH of the Complaint.
3. I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.
4. I have consulted with GISELLE MARTINEZ, a representative of the Plaintiff.
5. Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that plaintiff is the creditor entitled to enforce rights under these documents.
6. Attached herein and as part of the Complaint are copies of the following documents: the mortgage, security agreement and note or bond underlying the mortgage executed by the defendant; all instruments of assignment (if any); and any other instrument of indebtedness, including any modification, extension, and consolidation.
7. Attached herein and as part of the Complaint, if applicable, are supplemental affidavits attesting that certain documents as described in paragraph 5 supra are lost, whether by destruction, theft, or otherwise.
8. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

Dated: *November 23, 2016*



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone No. 516/394-6921
PNMN157

SCHEDULE "F"

WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

PREPARED BY:
JAKKIA MASON
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256
ATTN: LMTS

Tax Parcel No.: 57.47-1-75

Loan No. [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT
PROVIDING FOR INTEREST ONLY PAYMENTS AND BALLOON

This Loan Modification Agreement ("Agreement") is effective this 1ST day of
DECEMBER, 2008, ("Effective Date") between
LESZEK WOLANSKI

(hereinafter, "the Borrower"), and JPMorgan Chase Bank, National Association,
("Lender"). Together, the Borrower and Lender are referred to herein as "the Parties".

RECITALS

The Parties enter into this Agreement with reference to the following stipulated facts:

- A. Pursuant to a Purchase and Assumption Agreement dated September 25, 2008, JPMorgan Chase Bank, National Association acquired loans and certain other assets of Washington Mutual Bank from the Federal Deposit Insurance Corporation acting as receiver, including but not limited to the Note and Security Instrument referenced in this Agreement. Although your loan was acquired by JPMorgan Chase Bank, your loan will continue to be serviced under the name "Washington Mutual" and you will make your payments to Washington Mutual at the address provided below.

[REDACTED]

B. On **MAY 11, 2005**, Borrower purchased, re-financed or otherwise obtained an interest in a certain real property in **ROCKLAND County, NEW YORK**. In connection with the acquisition of the real property the Borrower delivered a certain promissory note dated **MAY 11, 2005**, in the original principal amount of **\$ 340,000.00** ("Note").

C. The Note was and is secured by a deed of trust, mortgage, applicable riders, addenda or other security instrument ("Security Instrument"), dated **MAY 11, 2005**, and recorded **JUNE 1, 2005** as Instrument No. **2005-00029673**, in the official records of **ROCKLAND County**, as a lien against the real property described in the Security Instrument, and located at **4 SOUTH MADISON AVENUE, RAMAPO, NEW YORK 10977** (the "Subject Property"), and is more particularly described as:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

TAX ID #: 57.47-1-75

D. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property, or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.

E. Borrower has failed to make one or more payments on the Note before expiration of the applicable grace period. Borrower has requested that the terms of the Note and Security Instrument be modified. The Parties have agreed to do so pursuant to the terms and conditions stated in this Agreement.


First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-2 Rev. 11-21-08

Page 2 of 8


AGREEMENT

NOW, THEREFORE, In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated by reference herein.
2. **Unpaid Principal Balance.** The Parties agree that the unpaid principal balance of the Note and Security Instrument prior to signing this Agreement was \$ 369,240.98 . ("Unpaid Principal Balance.")
3. **Capitalization.** The Borrower acknowledges and agrees that interest on the Unpaid Principal Balance has accrued but has not been paid, that WaMu has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect the interest of the Note holder or mortgagee, and that such accrued and unpaid interest, costs and expenses in the total amount of \$ 55,254.05 (the "Capitalized Amount") have been added to the indebtedness under the terms of the Note and Security Instrument, as of **DECEMBER 1, 2008** . The Capitalized Amount is included in the Modified Principal Balance and shall be due and payable on the Maturity Date.
4. **Modified Principal Balance.** The new balance due on the loan is \$ 424,495.03 ("Modified Principal Balance"), which consists of \$ 369,240.98 plus \$ 55,254.05 . The Borrower does not have any defenses, offsets or counterclaims to the Modified Principal Balance.
5. **Repayment.** The Modified Principal Balance shall be repaid in periodic installments and accrue interest as further described herein.
6. **Interest Rate; Monthly Payments.** Currently the interest rate is 8.408% . The interest rate is hereby modified as follows:
 - (a) Interest will be charged on the Modified Principal Balance for the first year of this Agreement at the yearly rate of 1.000000 % beginning with the payment due on **JANUARY 1ST, 2009** . During this first year the Borrower promises to pay monthly payments of interest only in the amount of \$ 353.75 .
 - (b) During the second year of this Agreement, interest will be charged at the yearly rate of 3.000000 % beginning with the payment due on **JANUARY 1ST, 2010** . During this second year the Borrower promises to pay monthly payments of interest only in the amount of \$ 1,061.24 .




(c) During the third year, and subsequent years of this Agreement, interest will be charged at the yearly rate of 5.000000 % beginning with the payment due on JANUARY 1ST, 2011 . During the third year and subsequent years the Borrower promises to pay monthly payments of interest only in the amount of \$ 1,768.73 and shall continue thereafter on the same day of each succeeding month until the Modified Maturity Date at which time all amounts due under the Note, Security Instrument and this Agreement must be paid in full.

(d) Borrower(s) acknowledges and agrees that if the Note and Security Agreement require a payment for escrow, then each monthly payment must also include the escrow portion. Borrower further acknowledges and agrees that the total monthly payment is also subject to change due to escrow analysis for taxes and insurance.

7. **Modified Maturity Date.** The maturity date for payment of the Note in full and satisfaction of the Security Instrument, as modified by this Agreement, is changed to 12/01/2013 ("Modified Maturity Date"). Borrower acknowledges and understands that, as a result of this Agreement, which defers payment of arrears or principal payments, or both, a lump sum payment will be due on the Modified Maturity Date. All amounts due and owing under the Note, Security Instrument and this Agreement are due in full on the Modified Maturity Date.

8. **Delivery of Payments.** The Borrower promises to make the periodic monthly payments described in this Agreement and any other amounts due under the Note and Security Instrument, to the order of Washington Mutual Bank. Borrower(s) shall make the monthly payments as follows, or at such other place that Washington Mutual may designate:


Washington Mutual Bank
7301 Baymeadows Way
Jacksonville, FL 32256


9. **Acceleration Upon Unauthorized Transfer.** If all or any part of the Subject Property or any interest is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Note holder and mortgagee's prior written consent, the Note holder may, at its option require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement. If the Note holder exercises this option, the Note holder shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower must pay all these sums prior to the expiration of the 30 day period, the Note holder may invoke any remedies permitted by the Note, Security Instrument and applicable law.

10. **Effect of this Agreement.** Except to the extent that they are modified by this Agreement, the Borrower(s) hereby reaffirm all of the covenants, agreements and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obliged to make under the Security Instrument. Borrower(s) further agree to be bound by the terms and provisions of the Note and Security Instrument, as modified hereby.

11. **No Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, all of the terms, covenants agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

12. **Warranties.** Borrower does hereby state and warrant that the above described Note is valid and enforceable in all respects and is not subject to any claims, defenses or right of offset or credit except as herein specifically provided. Borrower does further hereby extend all liens and security interests on all of the Subject Property and any other rights and interests which now or hereafter secure said Note until said Note as modified hereby has been fully paid, and agree that this modification and extension will in no manner impair the Note or any of the liens and security interests securing the same and that all of the liens, equities, rights, remedies and security interests securing said Note shall remain in full force and effect and shall not in any manner be waived. Borrower further agrees that all of the terms, covenants, warranties and provisions contained in the original Note and Security Instrument are now and shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein, until the Note is paid in full and all other obligations under the Security Instrument and this Agreement are fulfilled.


13. **Further Assurances.** Borrower does further state and warrant that all of the recitals, statements and agreements contained herein are true and correct and that Borrower is the sole owner of the fee simple title to all of the Subject Property securing the Note.

14. **Acknowledgment by Borrower.** As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against the WaMu and or its Agents, officers, directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused Borrower damage or injury, or which Borrower contends renders the Note or Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any judicial foreclosure proceedings or power of sale proceedings if any, conducted prior to the date of this Agreement. Borrowers have and claim no defenses, counterclaims or rights of offset of any kind against WaMu or against collection of the Loan.

15. **Bankruptcy Considerations.** Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to signing this Agreement and that WaMu may not pursue the Borrower for personal liability. However, the Parties acknowledge that WaMu and any subsequent mortgagee or beneficiary of the Security Instrument retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

[signature pages follow]

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-6 Rev. 06-18-08

Page 6 of 8

BORROWER(S):

Date: Dec 30, 2008

[Signature] as attorney
in fact for
Leszek Wolanski
LESZEK WOLANSKI By Joseph Klein
Attorney in Fact.

STATE OF New York)
COUNTY OF Rockland) ss:

On Dec 20, 2008, before me, [Signature]
personally appeared **LESZEK WOLANSKI**

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Signature of Notary

ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01KO4854866
Qualified In Rockland County
My Commission Expires Mar 24, 2010

My commission expires: _____

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-7 Rev. 06-18-08

EX-101 09/14/17
ROCKLAND COUNTY CLERK
STATE OF NEW YORK
JULIA M. KANE



WASHINGTON MUTUAL BANK

By: Pamela S. Beal
PAMELA S. BEAL
(name)

ASSISTANT VICE PRESIDENT
(title)

Date: FEB 06 2009

STATE OF FLORIDA)
COUNTY OF DUVAL) ss:

On FEB 06 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared PAMELA S. BEAL who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary
My commission expires: _____



First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-8 Rev. 06-18-08



WOLANSKI
4 SOUTH MADISON AVENUE
RAMAPO, NEW YORK 10977
WASHINGTON MUTUAL BANK

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

as attorney in fact for Leszek Wolanski
Borrower _____ Date _____
LESZEK WOLANSKI By Joseph Klein
his attorney in fact.

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

FAND# FAND033 Rev. 06-11-02

WOLANSKI
4 SOUTH MADISON AVENUE
RAMAPO, NEW YORK 10977
WASHINGTON MUTUAL BANK



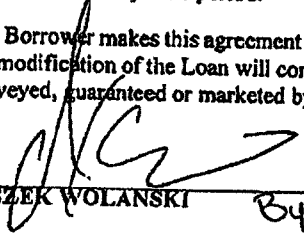
**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of
WASHINGTON MUTUAL BANK

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

as attorney in fact for Leszek Wolanski

LESZEK WOLANSKI By Joseph Klein his attorney in fact. _____ Date

Date

Date

Date

Date

Date



AFFIDAVIT UNDER SECTION 255 OF THE NEW YORK STATE LAW
(MODIFICATION AGREEMENT)

I, **PAMELA S. BEAL**, being duly sworn, deposes and says;

1. That he/she is the agent for the owner and holder of the hereinafter described mortgage, and is familiar with the facts set forth herein.

2. A certain mortgage bearing the date of **MAY 11, 2005**, in the principal amount of **THREE HUNDRED FORTY THOUSAND AND NO /100** (\$ **340,000.00**) was made by **LESZEK WOLANSKI**

as Mortgagor to

as original Mortgagee, recorded on **JUNE 1, 2005**, in Liber Page , Instrument No. **2005-00029673**, and assigned to

dated in Liber Page , Instrument No. , in the **ROCKLAND** County Clerk's Office, upon which the mortgage tax was duly paid thereon.

3. The instrument offered for recording herewith is a Modification made by **LESZEK WOLANSKI**

to **WASHINGTON MUTUAL BANK** effective **DECEMBER 1, 2008**, and to be recorded in the **ROCKLAND** County Clerk's Office.

4. The instrument offered for recording modifies and does not create or secure any new or further lien, indebtedness or obligation other than the principal indebtedness or obligation secured by or which under any contingency may be secured by the recorded mortgage hereinabove first described with the exception of the following amount:

- a) Unpaid principal balance \$ **369,240.98**
- b) New unpaid principal balance \$ **424,495.03**
- c) b minus a equals \$ **55,254.05**
- d) Additional obligation secured by mortgage as modified

Additional mortgage recording tax of \$ is therefore being paid on this Modification on the sum set forth in 4c.

That Exemption from further tax is CLAIMED under Section 255 of the Tax Law.
WASHINGTON MUTUAL BANK

Name: **PAMELA S. BEAL**
Title: **ASSISTANT VICE PRESIDENT**



State of
County of

On this _____, before me, the undersigned, a Notary Public in and for said state, personally appeared
PAMELA S. BEAL, ASSISTANT VICE PRESIDENT

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of
which the individual(s) acted, executed the instrument.

Notary Public
My commission expires:

NON-IDENTITY AFFIDAVIT

STATE OF: NEW YORK

COUNTY OF: ROCKLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED LESZEK WOLANSKI HEREINAFTER CALLED "AFFIANT", WHO, BEING DULY SWORN ON OATH DOES DEPOSE AND STATE:

- 1. THAT AFFIANT IS, THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:
- 2. 4 SOUTH MADISON AVENUE

PROPERTY DESCRIPTION - ATTACHED SCHEDULE A

- 3. THAT AFFIANT IS MAKING THIS AFFIDAVIT FOR THE PURPOSE OF CLARIFYING AFFIANT'S IDENTITY AS TO CERTAIN MATTERS APPEARING OF RECORD AND AFFECTING TITLE TO THE ABOVE DESCRIBED PROPERTY. THAT AFFIANT, HAVING REVIEWED THE INSTRUMENT(S) OF RECORD REFERENCED BELOW AND ATTACHED AS EXHIBIT "A" HERETO:

HEREBY ACKNOWLEDGES AND AFFIRMS THAT:

- A) AFFIANT IS NOT ONE AND THE SAME PERSON AS ANY OF THE PERSONS AS DESCRIBED IN SAID INSTRUMENT(S).
- B) AFFIANT HAS NOT RESIDED AT ANY OF THE ADDRESSES SET FORTH IN SAID INSTRUMENT(S).
- C) AFFIANT DOES NOT KNOW AND IS NOT FAMILIAR WITH ANY OF THE CO-DEFENDANTS WHICH MAY BE NAMED IN SAID INSTRUMENT(S).
- 4. THAT AFFIANT'S SOCIAL SECURITY NUMBERS ARE 102-80-3944 WHICH IS NOT THE SAME AS THE SOCIAL SECURITY NUMBER(S) APPEARING IN THE ABOVE REFERENCED INSTRUMENT(S).

AFFIANT ACKNOWLEDGES THAT THIS AFFIDAVIT WILL BE RELIED UP ON BY WASHINGTON MUTUAL BANK, FA, , TO PURCHASE, LEASE OR LEND MONEY SECURED BY A MORTGAGE ON THE ABOVE-DESCRIBED PROPERTY, AND BY FIRST AMERICAN TITLE INSURANCE COMPANY TO ISSUE ITS POLICY OF TITLE INSURANCE INSURING SAID TRANSACTION WITHOUT EXCEPTION FOR THE AFOREMENTIONED MATTERS OF RECORD.

AFFIANT FURTHER STATES THAT AFFIANT IS FAMILIAR WITH THE NATURE OF OATH, AND WITH THE PENALTIES AS PROVIDED BY THE LAWS OF THE STATE OF AFORESAID FOR FALSELY SWEARING TO STATEMENTS MADE IN AN INSTRUMENT OF THIS NATURE. AFFIANT FURTHER CERTIFIES THAT AFFIANT HAS READ, OF HAS HAD READ TO AFFIANT, THE FULL FACTS OF THIS AFFIDAVIT AND UNDERSTANDS ITS CONTENTS.

FURTHER AFFIANT SAYETH NOT.

as attorney in fact for Leszek Wolanski
 LESZEK WOLANSKI *By Joseph Klein his attorney in fact*

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 DAY OF Dec 2008,
 AND BY Joseph Klein, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID TAKE AN

[Handwritten Signature]

PRINT NAME:
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

DOCUMENT PREPARED BY: LYDIA KLEIN

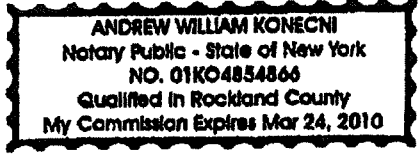
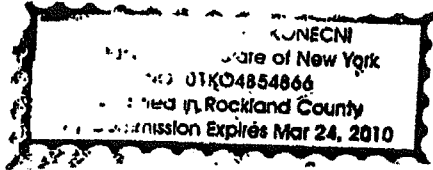


EXHIBIT "A"

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869, and filed in the County Clerk's Office of Rockland County, April 15th, 1870".

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel a. Voorhis;

THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;

THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE Southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING;

SAID PREMISES are also known and designated as 4 South Madison Avenue, Spring Valley, NY

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

Index No.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC

Plaintiff,

-vs-

LESZEK WOLANSKI, et. al.

Defendants.

SUMMONS & COMPLAINT

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

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

Service of a copy of the within
Dated:

is hereby admitted.

.....
Attorneys(s) for

PLEASE TAKE NOTICE

that the within a (certified) true copy of a
entered in the office of the clerk of the within named Court on 20

that an Order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court,
at
on 20 , at M.

Dated:

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

3

NYSCEF DOC. NO. 39

RECEIVED NYSCEF: 09/14/2017

INDEX NO. 035650/2016

FILED: ROCKLAND COUNTY CLERK 01/06/2017 08:09 AM

NYSCEF DOC. NO. 13

RECEIVED NYSCEF: 01/06/2017

Pen, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Suite C103, Westbury, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: PNMN 157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Date Filed: December 23, 2016

Index Number: 035650/2016

Pennymac Holdings, LLC

vs

Leszek Wolanski, et al.

Plaintiff(s)/Petitioner(s)

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF ULSTER, SS:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: January 3, 2017, at the following time: 6:01 PM, at 4 South Madison Avenue, Spring Valley, NY 10977 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action, Section 1303 Notice printed on a colored paper that is other than the color of the Summons and Complaint and RPAPL Section 1320 Notice

[X] Papers so served were properly endorsed with the Index Number and date of filing. [] Served at principal dwelling place. Upon: Leszek Wolanski

- [] Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
[X] Responsible Person By delivering to and leaving with Jsiyo Jimenez, Co-occupant a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's [x] dwelling place [] place of business/employment [] last known address within the State [] usual place of abode
[X] Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on January 4, 2017
[] Corporation By delivering to and leaving with said individual to be who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
[] Affixing To Door By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State [] usual place of abode
[] Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:

Description of Recipient Sex: Male Color of skin: Tan Color of hair: Black Age: 32-35 Yrs. Height: 5'0"-5'3" Weight: 131-160 Lbs. Hair Features:

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

Sworn to before me on January 4th, 2016
Notary Public

Signature of Andy Swanander

Andy Swanander

PROCESS SERVER LICENSE #

Work Order # 1508073
7391662

RAVEN A. DELGADO
Notary Public - State of New York
NO. 01DE6350140
Qualified in Ulster County
My Commission Expires Nov. 7, 2020

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
 F / **Bronwich Road**
New Hartford, NY 13413

U.S. POSTAGE
 PAID
 WASHINGTON MILLS, NY
 13418
 JAN 06 17
 AMOUNT
\$1.30
 R2304M113784-04

Leszek Wolanski
 4 South Madison Avenue
 Spring Valley, NY 10977

PS For: January 2001

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

Client's File No.: PNMN 157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index No.: 035650/2016

Pennymac Holdings, LLC

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

VS.

Plaintiff

Leszek Wolanski, et al.

Defendants

STATE OF NEW YORK
COUNTY OF ULSTER) SS.

ERIK FREDSELL

being duly sworn, deposes and says:

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

That on January 04, 2017, deponent sent a copy of the summons in the within action by First Class Mail to Leszek Wolanski, the defendant herein, properly enclosed in an envelope addressed to said defendant at defendant's

Dwelling Place/Usual place of abode Place of Employment Last known address

at 4 South Madison Avenue, Spring Valley, NY 10977

bearing the legend "PERSONAL & CONFIDENTIAL" and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney or concerns an alleged debt. That deponent deposited said envelope in an official depository under the exclusive care and custody of the United States Postal Service at Washington Mills, NY 13479

Sworn to before me on January 4, 2017
[Signature]
NOTARY PUBLIC

[Signature]

ERIK FREDSELL

Michelle Frost
NOTARY PUBLIC, STATE OF NEW YORK
Registration # 01FR0242006
Qualified in Oneida County
Commission Expires May 31, 2019



Client's File No.: PNMN 157
Client: FSC-South

SECRETARY OF STATE - AFFIDAVIT OF SERVICE

STATE OF: NEW YORK

DATE FILED: 12/23/16

COUNTY OF: ROCKLAND

SUPREME COURT

INDEX #: 035650/2016

PENNYMAC HOLDINGS, LLC

Plaintiff,

Against

LESZEK WOLANSKI, ET. AL.

Defendants

State of NY
County of Albany
Bradley Roy

SS
being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the state of New York.

That on 12/30/16

at 11:45 AM

At

Secretary of State, 1 Commerce Plaza, 6th Floor, Albany, New York 12210

Deponent served the within

NOTICE OF COMMENCEMENT FORM, SUMMONS, COMPLAINT, NOTICE OF PENDENCY OF ACTION, SECTION 1303 NOTICE PRINTED ON A COLORED PAPER THAT IS OTHER THAN THE COLOR OF THE SUMMONS AND COMPLAINT AND REAPL SECTION 1320 NOTICE

Upon:

LIGHTSTONE ENTERPRISES LLC, Defendant in this action.

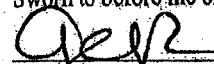
By delivering to and leaving with **SUE ZOUKY**, authorized agent in the office of the Secretary of the State, State of New York, personally at the office of the Secretary of State, of the State of New York, two (2) True copies thereof and that at the time of making such service, deponent paid said Secretary of State a fee of \$40.00. That said service was made pursuant to Section 303 LLC.


Bearing Index Number and Filing Date endorsed thereon.

DESCRIPTION:

Sex	Skin Color	Hair Color	Approx. Age	Approx. Ht.	Approx. Wt.	Other
Female	White	Brown	43-57	5'1" - 5'7"	105-145	

Sworn to before me on: 12/28/16


Notary Public


Bradley Roy

ANGELA ROY
Notary Public, State of New York
Qualified in Albany County
No. 01R06110005
Commission Expires Nov. 22, 20 20

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

Client's File No.: PNMN 157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index No.: 035650/2016

Pennymac Holdings, LLC

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

VS.

Plaintiff

Leszek Wolanski, et al.

Defendants

STATE OF NEW YORK
COUNTY OF ALBANY) SS.

Bradley S. Roy

, being duly sworn, deposes and says:

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

That on 12/30/16, deponent sent a copy of the summons in the within action by First Class Mail to Lightstone Enterprises LLC, the defendant herein, properly enclosed in an envelope addressed to said defendant at defendant's

Dwelling Place/Usual place of abode Place of Employment Last known address
at 4 S. Madison Ave. Spring Valley N.Y. 10977

bearing the legend "PERSONAL & CONFIDENTIAL" and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney or concerns an alleged debt. That deponent deposited said envelope in an official depository under the exclusive care and custody of the United States Postal Service at Catharine N.Y. 12110

Sworn to before me on 12/30/16
[Signature]
NOTARY PUBLIC

[Signature]
Bradley S. Roy
PRINT NAME BELOW SIGNATURE

ANGELA ROY
Notary Public, State of New York
Qualified in Albany County
No. 01R06118005
Commission Expires Nov. 22, 2020



PZ

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

AFFIDAVIT OF SERVICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Client's File No.: PNMN 157

Date Filed: December 23, 2016

Index Number: 035650/2016

Pennymac Holdings, LLC

Plaintiff(s)/Petitioner(s)

Leszek Wolanski, et al.

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF ULSTER

SS.:

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: December 29, 2016 at the following time: 3:22 PM at 60 Sanatorium Road, Pomona, NY 10970 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

[X] Papers so served were properly endorsed with the Index Number and date of filing. Upon: Joan M. Facelle, M.D., as Commissioner of Health of the Rockland County Health District

- Individual: By delivering a true copy thereof to said recipient personally, deponent knew the person so served to be the individual described therein.
Responsible Person: By delivering to and leaving with a true copy thereof, a person of suitable age and discretion. Said person being the defendant / respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode
Mail: A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on
[X] Corporation LLC / LLP: By delivering to and leaving with Angela Alexander said individual to be Confidential Secretary who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
Affixing To Door: By affixing a true copy thereof to the door, being the defendant/respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode.
Previous Attempts: Deponent previously attempted to serve the above named defendant/respondent on: 1) at 4) at 7) at 2) at 5) at 8) at 3) at 6) at 9) at
Description of Recipient: Sex: Female Color of skin: White Color of hair: Black Age: 36-50 Yrs. Height: 5' 4" - 5' 6" Weight: Over 200 Lbs. Other: Glasses Features:
Witness Fees: advanced payment was made.
Military Service: I asked the person spoken to whether the defendant/respondent was in active military service and received a negative reply. The person spoken to wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations defendant/respondent narrated above. Upon information and belief, I aver that the recipient is not in military service.
Other:

Sworn to before me on December 30, 2016
NOTARY PUBLIC

Andy Swarander
PROCESS SERVER LICENSE #
Work Order # 1508017
7391302

SAVANNA CODRINK
Notary Public, State of New York
Reg. #0116285501
Qualified in Ulster County
Commission Expires July 8, 2017

Finn, Such & Crane, LLP, Southern Boulevard, 1400 Old Country Road, Suite 1103, Westbury, NY 11590

AFFIDAVIT OF SERVICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Client's File No.: PNMN 157
Date Filed: December 23, 2016
Index Number: 035650/2016

Pennymac Holdings, LLC



vs
Leszek Walanski, et al.

Petitioner(s)

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF ULSTER, ss:

The undersigned being duly sworn deposes and says that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: December 20, 2016, at the following time: 3:44 PM, at 11 New Hempstead Road, New City, NY 10958 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

[X] Papers so served were properly endorsed with the Index Number and date of filing. Upon: County of Rockland

[] Individual By delivering a true copy thereof to said recipient personally, deponent knew the person so served to be the individual described therein.
[] Responsible By delivering to and leaving with: Person Relationship

a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's [] dwelling place [] place of business/employment [] last known address within the State [] usual place of abode

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

[X] Corporation By delivering to and leaving with Barbara Hayden said individual to be Clerk who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

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

[] Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:
1) at 4) at 7) at
2) at 5) at 8) at
3) at 6) at 9) at

Description of Recipient: Sex: Female Color of skin: White Color of hair: Red Age: 36 - 50 Yrs Height: 5' 4" - 5' 8" Weight: 181-200 Lbs. Other: Features:

[] Witness Fees advanced payment was made.

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

[] Other

Sworn to before me on December 30, 2016
Notary Public

Andy Swanander
PROCESS SERVER LICENSE #
Work Order # 1508018
739-1303

SAVANNA CODI LINK
Notary Public, State of New York
No. #0116285881
Qualified in Ulster County
Commission Expires July 8, 2017

Fein, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Suite C103, Westbury, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: PNMN 157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index Number: 035650/2016

Date Filed: December 23, 2016

Pennymac Holdings, LLC



vs

Plaintiff(s)/Petitioner(s)

Leszek Wolanski, et al.

Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: January 4, 2017, at the following time: 12:20 PM, at 60 Motor Parkway, Commack, NY 11725 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

[X] Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Citibank, N.A.

[] Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.

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

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

[X] Corporation LLC / LLP By delivering to and leaving with Jodi Eckberg said individual to be Supervisor who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

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

[] Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on: 1) at 3) at 5) at 2) at 4) at 6) at

Description of Recipient Sex: Female Color of skin: White Color of hair: Auburn Age: 38-52 Height: 5'3"-5'9" Weight: 160-190 Other Features:

[] Witness Fees advanced payment was made.

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

[] Other

Sworn to before me on January 5, 2017

Allison Michelle Goldsmith

NOTARY PUBLIC ALLISON MICHELLE GOLDSMITH NOTARY PUBLIC - STATE OF NEW YORK NO. 81606281709 QUALIFIED IN SUFFOLK COUNTY MY COMMISSION EXPIRES NOV. 21, 2019

Nelson Acevedo

PROCESS SERVER LICENSE # 1007686

Work Order # 7391304

PZ

Fein, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Suite C103, Westbury, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: PNMN 157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index Number: 035650/2016
Date Filed: December 23, 2016

Pennymac Holdings, LLC



vs

Plaintiff(s)/Petitioner(s)

Leszek Wolanski, et al.

Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: January 3, 2017, at the following time: 11:30 AM, at 6851 Jericho Turnpike, Syosset, NY 11791 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

[X] Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Equable Ascent Financial, LLC

- Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
Responsible Person By delivering to and leaving with a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode
Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on

[X] Corporation By delivering to and leaving with Gerald Flynn said individual to be Attorney who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

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

[] Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on: 1) at 3) at 5) at 2) at 4) at 6) at

Description of Recipient Sex: Male Color of skin: White Color of hair: Brown w/Grey Age: 58-72 Height: 5'8"-6'2" Weight: 170-200 Other Features: Glasses

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

Sworn to before me on January 4, 2017

Allison Michelle Goldsmith
NOTARY PUBLIC



Nelson Acevedo
PROCESS SERVER LICENSE # 1007586

Work Order # 7391305

PZ

Fein, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Suite C103, Westbury, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: PNMN 157

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

Index Number: 035850/2016

Date Filed: December 23, 2016

Pennymac Holdings, LLC



vs

Plaintiff(s)/Petitioner(s)

Leszek Wolanski, et al.

Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: January 4, 2017, at the following time: 1:20 PM, at 1787 Veterans Highway, Islandia, NY 11749 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

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

Upon: Capital One Bank (USA), N.A.

- Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
- Responsible Person By delivering to and leaving with _____ Relationship _____ a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode
- Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on _____.
- Corporation LLC / LLP By delivering to and leaving with Lee Gagliano said individual to be Secretary who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

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

Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:
1) _____ at _____ 3) _____ at _____ 5) _____ at _____
2) _____ at _____ 4) _____ at _____ 6) _____ at _____

Description of Recipient Sex: Female Color of skin: White Color of hair: Brown Age: 38-50 Height: 5'0"-5'6"
Weight: 110-140 Other Features: Glasses

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

Sworn to before me on January 5, 2017

Allison Michelle Goldsmith

NOTARY PUBLIC
ALLISON MICHELLE GOLDSMITH
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01G08251709
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES NOV. 21, 2018

Nelson Acavedo

PROCESS SERVER LICENSE # 1007586

Work Order # 7391306

PZ

AMENDED AFFIDAVIT OF SERVICE

Client's File No.: PNMN 157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index Number: 035650/2016
Date Filed: December 23, 2016

Pennymac Holdings, LLC



vs
Leszek Wolanski, et al.

Plaintiff(s)/Petitioner(s)
Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: January 4, 2017, at the following time: 11:30 AM, at 136 B Cedarhurst Avenue, Cedarhurst, NY 11516 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

[X] Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Middletown Capital LLC c/o Joseph Obermlester, Esq.

- Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
Responsible Person By delivering to and leaving with a true copy thereof, a person of suitable age and discretion. Said premises being the defendant / respondent's [] dwelling place [] place of business/employment [] last known address within the State. [] usual place of abode
Mail A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U. S. P. S. and mailed to the above address on
[X] Corporation By delivering to and leaving with Shana Levy said individual to be Secretary who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

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

[] Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on:
1) at 3) at 5) at
2) at 4) at 6) at

Description of Recipient Sex: Female Color of skin: White Color of hair: Brown Age: 34-48 Height: 5'2"-5'8"
Weight: 125-155 Other Features:

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

Sworn to before me on April 26, 2017

Allison Michelle Goldsmith

NOTARY PUBLIC
ALLISON MICHELLE GOLDSMITH
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01G08251708
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES NOV. 21, 2019

Nelson Acevedo

PROCESS SERVER LICENSE # 1007586

Work Order # 7391307

Fein, Such & Crane, LLP - Southern Partner - 1400 Old Country Road, Suite C103, Westbury, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: PNMN 157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index Number: 035650/2016
Date Filed: December 23, 2016

Pennymac Holdings, LLC

Plaintiff(s)/Petitioner(s)

vs

Leszek Wolanski, et al.

Defendant(s)/Respondent(s)



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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: January 4, 2017, at the following time: 11:30 AM, at 1388 Cedarhurst Avenue, Cedarhurst, NY 11516 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

[X] Papers so served were properly endorsed with the Index Number and date of filing.

Upon: Middletown Capital LLC c/o Joseph Obermeister, Esq.

[] Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.

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

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

[X] Corporation By delivering to and leaving with Shana Levy said individual to be Secretary LLC / LLP who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

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

[] Previous Attempts Deponent previously attempted to serve the above named defendant/respondent on: 1) at 3) at 5) at 2) at 4) at 6) at

Description of Recipient Sex: Female Color of skin: White Color of hair: Brown Age: 34-48 Height: 5'2"-5'8" Weight: 125-155 Other Features:

[] Witness Fees advanced payment was made.

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

[] Other

Sworn to before me on January 5, 2017

Allison Michelle Goldsmith
NOTARY PUBLIC
ALLISON MICHELLE GOLDSMITH
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01G08251709
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES NOV. 21, 2019

Nelson Acevedo
PROCESS SERVER LICENSE # 1007586

Work Order # 7391307

PZ

FATH, SUCH & CHANE, LLP - SOUTHERN PARTNER - 1490 OLD COUNTRY ROAD, SUITE C103, WESTBURY, NY 11590

AFFIDAVIT OF SERVICE

Client's File No.: PNMN 157

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Date Filed: December 23, 2016

Index Number: 035650/2016

Pennymac Holdings, LLC



vs

Plaintiff(s)/Petitioner(s)

Leszek Wolanski, et al.

Defendant(s)/Respondent(s)

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

The undersigned being duly sworn deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the following date: December 31, 2016, at the following time: 12:44 PM, at 4 South Madison Ave. Spring Valley, NY 10977 deponent served the within Notice of Commencement Form, Summons and Complaint with Notice of Pendency of Action

Papers so served were properly endorsed with the Index Number and date of filing. Upon: Dosalka Jaysa Jimenez

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

Description of Recipient	Sex: <u>Male</u>	Color of skin: <u>Tan</u>	Color of hair: <u>Black</u>	Age: <u>22-38 Yrs.</u>	Height: <u>5'0" - 5'3"</u>
	Weight: <u>131-160 Lbs.</u>	Other Features: _____			

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

Sworn to before me on 1-3-17
[Signature]
NOTARY PUBLIC

[Signature]
Andy Swisher

VALENTI L. BELTON
#0186618990
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires 04/13/2020

PROCESS SERVER LICENSE # _____
Work Order # 1608051
NEWJOB



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

AFFIDAVIT OF MAILING

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF ROCKLAND

Pennymac Holdings, LLC

Index No.: 035650/2016

VS. Plaintiff

Leszek Wolanski, et al.

AFFIDAVIT OF MAILING OF RPAPL 1303 NOTICE TO TENANT

File No.: PNMN 157

Address of Mortgaged Premises: 4 South Madison Ave., Spring Valley, NY 10977

Defendants (s)

STATE OF NEW YORK

COUNTY OF ONEIDA) SS.

Erik Fredsell, being duly sworn, deposes and says that he/she is over 18 years of age and not a party to this action; that on the 3 day of January, 2017 our deponent mailed the Notice required by RPAPL 1303, of which Notice printed on colored paper.

That the premises has less than five units and the identity of the tenants are known and the mailing was made under the exclusive care of the United States Postal Service. A true copy of said Notice was mailed in a postpaid, properly addressed envelope by certified mail - return receipt requested, as well as by first class mail addressed to the tenant(s) residing at the property listed above.

A first class mailing was made to tenant where the identity is unknown, addressed to "Occupant"

The certified mailing was made to defendant/tenant known as: Dos a/k/a Jaiyo Jimenez

Certified Mail No. 7016 2070 0000 1975 6854

Sworn to before me on 1/3/17 Christine R. Rurak NOTARY PUBLIC

Erik Fredsell

PZ NEWJOB

CHRISTINE R. RURAK Notary Public in the State of New York Qualified in Oneida Co. No. 01RU4995124 My Commission Expires 4/2018

Notice to Tenants of Buildings in Foreclosure

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

WE, <PENNYMAC HOLDINGS, LLC>, ARE THE FORECLOSING PARTY AND ARE LOCATED AT C/O <PENNYMAC LOAN SERVICES, LLC> AT <6101 CONDOR DRIVE, MOORPARK, CA 93021>. WE CAN BE REACHED AT C/O <PENNYMAC LOAN SERVICES, LLC> AT <(818) 224-7543>.

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. 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 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 Department of Financial Services' toll-free helpline at 1-800-342-3736 or visit the Department's website at <http://www.dfs.ny.gov>.

7016 2070 0000 1975 6654

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

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

09/14/2017

Certification Fee \$3.30

Postage \$0.47

Return Receipt by First-Class Mail® \$0.70
 Return Receipt by Registered Mail® \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.47

Doe a/k/a Jaiyo Jimenez
 4 South Madison Ave.
 Spring Valley, NY 10977

Postmark: JAN 14 2017

USPS

For instructions



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

AFFIDAVIT OF MAILING

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF ROCKLAND

Index No.: 035650/2016

Pennymac Holdings, LLC

VS.

Plaintiff

**AFFIDAVIT OF MAILING
OF RPAPL 1303 NOTICE
TO TENANT**

Leszek Wolanski, et al.

File No.:
PNMN 167

Defendants (s)

Address of Mortgaged Premises:
4 South Madison Ave., Spring Valley,
NY 10977

STATE OF NEW YORK

COUNTY OF ONEIDA) SS.

Erik Predsell, being duly sworn, deposes and says that he/she is over 18 years of age and not a party to this action; that on the 3 day of January, 2017 our deponent mailed the Notice required by RPAPL 1303, of which Notice printed on colored paper.

That the premises has less than five units and the identity of the tenants are known and the mailing was made under the exclusive care of the United States Postal Service. A true copy of said Notice was mailed in a postpaid, properly addressed envelope by certified mail - return receipt requested, as well as by first class mail addressed to the tenant(s) residing at the property listed above.

A first class mailing was made to tenant where the identity is unknown, addressed to "Occupant"

The certified mailing was made to defendant/tenant known as:

Certified Mail No. _____

Sworn to before me on 1/3/17
Christine R. Rurak
NOTARY PUBLIC

Erik Predsell
Erik Predsell

CHRISTINE R. RURAK
Notary Public in the State of New York
Qualified in Oneida Co. No. 01RU4895124
My Commission Expires 4/10/18

PZ NEWJOB

C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
PNMN157

PENNYMAC HOLDINGS, LLC

Plaintiff,

-vs-

NOTICE OF ENTRY

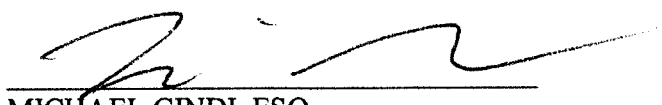
Index No. 035650/2016

LESZEK WOLANSKI; LIGHTSTONE
ENTERPRISES LLC; JOAN M. FACELLE, M.D., AS
COMMISSIONER OF HEALTH OF THE
ROCKLAND COUNTY HEALTH DISTRICT;
COUNTY OF ROCKLAND; CITIBANK, N.A.;
EQUABLE ASCENT FINANCIAL, LLC; CAPITAL
ONE BANK (USA), N.A.; MIDDLETOWN CAPITAL
LLC; JAIYO JIMENEZ;

Defendants.

PLEASE TAKE NOTICE that annexed hereto is a true copy of Order of Reference duly entered in the Office of the Clerk of the Court, Supreme Court of the State of New York, County of ROCKLAND, on June 2, 2017.

Dated: June 30, 2017



MICHAEL GINDI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
Office and P.O. Address
1400 OLD COUNTRY RD STE C103
WESTBURY, NY 11590
Telephone No. 516/394-6921
Our File #: PNMN157

TO:
LESZEK WOLANSKI
4 SOUTH MADISON AVENUE
SPRING VALLEY, NY 10977

SECRETARY OF STATE
1 COMMERCE PLAZA, 6TH FLOOR
ALBANY, NY 12210

At an IAS term, part 2 of the Supreme Court of the State of New York, held in and for the County of ROCKLAND on the 18 day of June, 2017

PRESENT: HON. ROBERT M. BERLINER, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
PNMN157

PENNYMAC HOLDINGS, LLC,

Plaintiff,

-vs-

ORDER OF
REFERENCE IN
MORTGAGE FORECLOSURE

Index No. 035650/2016

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER OF HEALTH OF THE ROCKLAND COUNTY HEALTH DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.; EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE BANK (USA), N.A.; MIDDLETOWN CAPITAL LLC; "JOHN DOE # 1-5" AND "JANE DOE #1-5" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein

Defendants.

Plaintiff having moved this Court, for an Order pursuant to RPAPL 1321 appointing and directing a referee to compute the amount due to the plaintiff, and to examine and report whether the mortgaged premises can be sold in parcels, and upon the summons and verified complaint herein, and due proof that all defendants have been duly served with said process or have voluntarily appeared in this action, and a foreclosure settlement conference having been held on April 7, 2017.

AND upon the affirmation dated April 18, 2017 of CHRISTOPHER PAVLIK, ESQ. of FEIN SUCH & CRANE, LLP, attorneys for the plaintiff, and the affidavit of GISELLE MARTINEZ, duly sworn to on March 8, 2016, setting forth the prior proceedings and the various facts which

entitle the plaintiff to the requested relief,

NOW, ON MOTION, of FEIN SUCH & CRANE, LLP, attorneys for plaintiff, it is

ORDERED, that the ^{unopposed} motion is granted; and it is further

ORDERED, that the annexed copy of the Loan Modification Agreement bearing the date December 30, 2008, and executed by LESZEK WOLANSKI to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, is hereby adjudged to have the same validity and effect as the original mortgage, as such sums were contemplated by the original mortgage given in this matter, and it is further

ORDERED, that Schedule A Legal Description recorded with the Mortgage being foreclosed herein is hereby deemed reformed so as to include a remaining three foot strip of land as recorded in Source Deed recorded in the Rockland County Clerk's Office under Instrument Number 2014-00006868 as well as the Prior Deeds.

ORDERED that Mavis Ann Ronayne, Esq. of 65 Bogert Ave. Pearl River, NY 10965 ~~New York~~ Telephone Number: 845-201-8303 is hereby appointed Referee to, with convenient speed, ascertain and compute the amount due upon the bond(s)/note(s) and mortgage(s) being foreclosed in this action, except attorneys' fees, and to examine and report whether the mortgaged premises can be sold in parcels; and it is further

ORDERED, that the Summons and Complaint and Notice of Pendency of this action and all proceedings had herein be and the same hereby are deemed amended, by substituting the names of the defendants JAIYO JIMENEZ for "JOHN DOE #1-5" and "JANE DOE #1-5", and that the title of this action be and the same is hereby amended accordingly, all of the foregoing without prejudice to any of the proceedings heretofore had herein or to be had herein with the caption hereinafter to read as follows:

PENNYMAC HOLDINGS, LLC,

Plaintiff,

-vs-

Index No. 035650/2016

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER OF HEALTH OF THE ROCKLAND COUNTY HEALTH DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.; EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE BANK (USA), N.A.; MIDDLETOWN CAPITAL LLC; JAIYO JIMENEZ;

Defendants.

and the matter shall be maintained under the same index number; and it is further

ORDERED, that, if ~~required~~ ^{necessary}, the Referee take testimony pursuant to RPAPL Section 1321, and it is further

ORDERED that, pursuant to CPLR 8003(a) (~~the statutory fee of \$250.00~~) (In the discretion of the court a fee of \$ 250.00), shall be paid to the Referee for the computation stage and upon the filing of his/her report ^{and \$500.00 upon sale;} and it is further

ORDERED that by accepting this appointment the Referee certifies that he/she is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to, Section 36.2 (c) ("Disqualifications from appointment"), and Section 36.2 (d) ("Limitations on appointments based upon compensation"); ^{and it is further **}

Dated: June 1, 2017
New City, NY

Robert M. Berliner
HON. ROBERT M. BERLINER, J.S.C.
Supreme Court Justice

~~**~~ ORDERED that Plaintiff's counsel submit an application seeking a Judgment of Foreclosure and Sale within ninety(90) days of the date hereof, ~~_____~~



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

Title No.: WTA-15-027767

**SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES**

PARCEL 1:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of PETER S. VAN ORDEN" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwestern corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20, now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwestern corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 06 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Premises: 4 Madison Avenue South a/k/a 4 S Madison Avenue, Spring Valley, NY 10977
Tax Map/Parcel ID No.: Section: 57.47 Block: 1 Lot: 75

LIGHTSTONE ENTERPRISES LLC
4 SOUTH MADISON AVENUE
SPRING VALLEY, NY 10977

EQUABLE ASCENT FINANCIAL, LLC
6851 JERICHO TURNPIKE
SYOSSET, NY 11791

LIGHTSTONE ENTERPRISES LLC
395 WEST MORGAN AVENUE #2
BRIDGEPORT, CT 06604

MIDDLETOWN CAPITAL LLC
C/O JOSEPH OBERMIESTER, ESQ.
136B CEDARHURST AVENUE
CEDARHURST, NY 11516

JOAN M. FACELLE, M.D.,
AS COMMISSIONER OF HEALTH OF
THE ROCKLAND COUNTY
HEALTH DISTRICT
50 SANATORIUM ROAD
POMONA, NY 10970

CAPITAL ONE BANK (USA), N.A.
1787 VETERANS HIGHWAY
ISLANDIA, NY 11749

COUNTY OF ROCKLAND
11 NEW HEMPSTEAD ROAD
NEW CITY, NY 10956

JAIYO JIMENEZ
4 SOUTH MADISON AVENUE
SPRING VALLEY, NY 10977

CITIBANK, N.A.
60 MOTOR PARKWAY
COMMACK, NY 11725

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
PNMN157

PENNYMAC HOLDINGS, LLC

Plaintiff,

-vs-

LESZEK WOLANSKI; et al.

Defendants.

AFFIDAVIT OF SERVICE OF MAILING

Index No. 035650/2016

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

I, Jessica Rice, being duly sworn, deposes and says:

That deponent is not a party to the action, is over the age of eighteen (18) years and resides in the State of New York. That on July 12, 2017, I served a copy of the Notice of Entry of the Order of Reference .

TO:

LESZEK WOLANSKI
4 SOUTH MADISON AVENUE
SPRING VALLEY, NY 10977

SECRETARY OF STATE
1 COMMERCE PLAZA, 6TH FLOOR
ALBANY, NY 12210

LIGHTSTONE ENTERPRISES LLC
4 SOUTH MADISON AVENUE
SPRING VALLEY, NY 10977

LIGHTSTONE ENTERPRISES LLC
395 WEST MORGAN AVENUE #2
BRIDGEPORT, CT 06604

JOAN M. FACELLE, M.D.,
AS COMMISSIONER OF HEALTH OF
THE ROCKLAND COUNTY
HEALTH DISTRICT
50 SANATORIUM ROAD
POMONA, NY 10970

COUNTY OF ROCKLAND
11 NEW HEMPSTEAD ROAD
NEW CITY, NY 10956

CITIBANK, N.A.
60 MOTOR PARKWAY
COMMACK, NY 11725

EQUABLE ASCENT FINANCIAL, LLC
6851 JERICHO TURNPIKE
SYOSSET, NY 11791

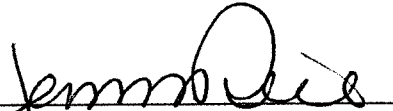
CAPITAL ONE BANK (USA), N.A.
1787 VETERANS HIGHWAY
ISLANDIA, NY 11749

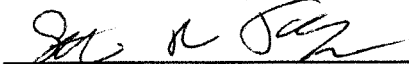
MIDDLETOWN CAPITAL LLC
C/O JOSEPH OBERMIESTER, ESQ.
136B CEDARHURST AVENUE
CEDARHURST, NY 11516

JAIYO JIMENEZ
4 SOUTH MADISON AVENUE
SPRING VALLEY, NY 10977

that being the addresses designated by said parties or attorney(s) for that purpose, by causing to be deposited a copy of same enclosed in a postage paid, properly addressed envelope via regular mail and under the exclusive care and custody of the United States Post Office Department.

Dated: July 12, 2017


Office and P.O. Address
Fern, Such & Crane, LLP
1400 OLD COUNTRY RD STE C103
WESTBURY, NY 11590
Telephone: 516/394-6921
Our File #: PNMN157

Sworn to before me this
12 day of JULY, 2017

Notary Public

STEPHANIE R JONES
Notary Public - State of New York
No. 01JO6339057
Qualified in Suffolk County
My Commission Expires 3/21/2020

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

Index No. 035650/2016
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC
Plaintiff,

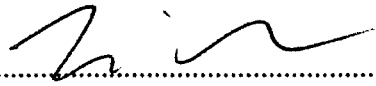
-vs-
LESZEK WOLANSKI, et al.,
Defendants.

NOTICE OF ENTRY

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

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

Dated: June 30, 2017

Signature: 
Print Signer's Name: MICHAEL GINDI, ESQ.

Service of a copy of the within is hereby admitted.
Dated:

.....
Attorneys(s) for

PLEASE TAKE NOTICE

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

Dated:

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

D

CONDON & ASSOCIATES

BRIAN K. CONDON*
LAURA M. CATINA*
AMY M. MARA*

OF COUNSEL:
TERRENCE J. CORTELLI
JOSEPH S. SCARMATO

LORI GALGANO, *Legal Secretary*
ALISSA SILVER, *Paralegal*

*Admitted in New York and New Jersey

Sender's E-mail: Amy@CondonLawOffices.com

August 2, 2017

Via NYSCEF and First Class Mail

Hon. Gerald E. Loehr, J.S.C.
Rockland County Supreme Court
One South Main Street, Suite 200
New City, New York 10956

Via NYSCEF and First Class Mail

Hon. Robert M. Berliner, J.S.C.
Rockland County Supreme Court
One South Main Street, Suite 200
New City, New York 10956

Re: Behr Realty, Inc. v. Joseph Klein and Charley Holdings LLC
Rockland County Supreme - Index No. 031654/2016
-and-
Pennymac Holdings, LLC v. Leszek Wolanski, et al.
Rockland County Supreme - Index No. 035650/2016

Dear Honorable Sir:

Our office represents the Plaintiff, Behr Realty, Inc. ("Behr"), in connection with the above-referenced matter, presently pending before the Hon. Gerald E. Loehr, J.S.C., and it is in this capacity which we write. Please allow this letter to serve as Behr's pre-motion request for an immediate conference.

Behr's action against Defendants Klein and Charley Holdings arises out of a dispute over real property located at 4 South Madison Avenue, Spring Valley, New York 10977 (the "Property"). It is alleged that the Defendant Klein, improperly holding himself out to be a principal of Behr Realty - which he is not - had fraudulently transferred the Property from Behr without Behr's consent. During discovery in the Behr matter, our office discovered that Leszek Wolanski (Defendant in the Pennymac matter before the Hon. Robert M. Berliner, J.S.C.) had obtained a mortgage using this Property as security in or about 2005, after the Property was improperly transferred from Behr to Charley and then again from Charley to Wolanski.

Behr Realty v. Klein
Page 2 of 2
August 2, 2017

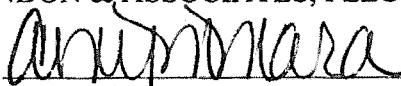
Because of the existence of this Mortgage, the pleadings in the Behr matter must be amended to add additional parties, and an application for leave to amend is necessary pursuant to CPLR 3025. However, given the stage of the foreclosure proceeding before Judge Berliner, it may behoove all interested parties to have these matters consolidated, as the improper transfer alleged in the Behr matter is an issue that must be addressed by the parties in the Pennymac matter, specifically the Mortgagee. Moreover, because the issues in both actions arise out of the Property in question, consolidation would help avoid inconsistent decisions that ultimately affect real property.

In light of the foregoing, Behr respectfully requests a conference to address the foregoing relief to be requested. Behr addresses this letter to both of Your Honorable Courts to ensure that all parties are properly noticed of Behr's forthcoming application to consolidate these matters in the event that any party would like the opportunity to be heard at the pre-motion conference.

As always, we thank the Court in advance for its attention to and consideration of the foregoing. Should the Court have any questions or concerns, please do not hesitate to contact the undersigned.

Respectfully Submitted,

CONDON & ASSOCIATES, PLLC

By: 
Amy M. Mara

cc: Jerrold W. Miles, Esq. (Via NYSCEF)
Mehmet Basoglu, Esq. (Via NYSCEF)

E

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

Return To :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

First GRANTOR

WOLANSKI, LESZEK

First GRANTEE

BILTMORE REAL PROPERTY HOLDINGS INC

Index Type : Land Records

Instr Number : 2006-00011113

Book : **Page :**

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$144.00

Recording Pages : 12

The Property affected by this instrument is situated in Clarkstown, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 4597

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$144.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 02/27/2006

At (Recorded Time) : 2:07:43 PM



Doc ID - 016405580012

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: NAM Printed On : 02/28/2006 At : 8:04:32AM

Bargain & Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made this 15th day of November, 2005, between

LESZEK WOLANSKI, 18 Main Street, Spring Valley, New York
10977, Party of the First Part, and

BILTMORE REAL PROPERTY HOLDINGS, INC., P.O. Box 415,
Tallman, New York 10982, Party of the Second Part.

WITNESSETH, that the Party of the First Part, in consideration of Ten Dollars and other valuable consideration paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being more particularly bounded and described on Schedules A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the Party of the First Part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever.

AND the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

11

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, bounded and described as follows:

BEGINNING at an iron pin on the Northerly side of White Street, distant 54 feet on a course of North 85 degrees 19 minutes West from a Monument at the intersection formed by the Northerly side of White Street and the Westerly side of Lafayette Street; and running thence

North 85 degrees 19 minutes 00 seconds West, along the Northerly side of White Street, 46.00 feet to a point; thence

North 05 degrees 14 minutes 00 seconds East, along the Easterly line of lands now or formerly of Wiley, 75.00 feet to an iron pipe; thence

South 85 degrees 19 minutes 00 seconds East, along the Southerly line of lands now or formerly of Manning, 46.00 feet to a point; and thence

South 05 degrees 14 minutes 00 seconds West, along the Westerly line of lands now or formerly of Fils, 75.00 feet to the point or place of Beginning.

Commonly known as 55 White Street, Spring Valley, New York 10977.

Tax Designation: Section 57.40, Block 1, Lot 42

F/K/A Section 7, Block C, Lot 8.1.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, being shown and distinguished as Lot Nos. 70 and 71 on a certain subdivision map surveyed and drawn by Jacob Snider, Surveyor, for ALBERT TALLMAN November 22, 1858 and filed in the Office of the Rockland County Clerk, being more particularly bounded and described as follows:

BEGINNING at a point in the Westerly side of Washington Street (formerly known as Washington Avenue) at the intersection of Lot Nos. 71 and 72 on the aforesaid filed map; and running thence

Westerly, along the Northerly line of Lot No. 72 on the aforesaid filed map, 100 feet to a point; thence

Northerly, along the Easterly line of Lot Nos. 46 and 47 on the aforesaid filed map, 50 feet to a point; thence

Easterly, along the Southerly line of Lot No. 69 on the aforesaid filed map, 100 feet to the Westerly line of Washington Street (formerly known as Washington Avenue); and thence

Southerly, along the Westerly side of Washington Street (formerly known as Washington Avenue), 50 feet to the point or place of Beginning.

Commonly known as 12 Washington Street, Spring Valley, New York.

Tax Designation: Section 57.40, Block 1, Lot 58

F/K/A Section 7, Block C, Lot 21.

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York shown and designated as Lot No. 5 on a certain map entitled "Map of Lots of MICHAEL MURIN, Spring Valley, New York" made by Frederick Washburn, Surveyor, dated May 1921 and filed in the Office of the Rockland County Clerk on June 3, 1921 in Book 27 of Maps at Page 559 as Map No. 613.

Commonly known as 9 Murin Street, Spring Valley, New York.

Tax Designation: Section 57.30, Block 1, Lot 40
F/K/A Section SV, Plot 279A.

PARCEL 1

Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

Said Lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March, 1869 and filed in the County Clerk's Office of Rockland County on April 15, 1870."

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the Lot herein intended to be conveyed and the Northwest corner of Lot No. 20, now or formerly owned by Rachel A. Voorhis;

THENCE RUNNING northerly along the East line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;

THENCE easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING.

PARCEL 2

ALL that certain plot, piece or parcel of land, situate lying and being in the Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point at the Northwest corner of the premises herein described marked by a railroad spike which beginning point is the Northwest corner of the premises described in the Deed dated August 4, 1959 running from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, recorded in the Rockland County Clerk's Office August 5, 1959 in Liber 700 of Deeds, Page 382, and running from said beginning point:

1. South 23°27' West along the easterly line of South Madison Avenue (50 feet wide), a distance of 3 feet to a point on the easterly side of South Madison Avenue; THENCE

2. In an easterly direction 54 feet more or less to a point on the northerly boundary of the premises described in the aforesaid August 5, 1959 deed; RUNNING from Esther Koppelman to Marvin Shapiro and Marcia Shapiro; THENCE

3. North 66°33' West along the aforesaid northerly boundary, a distance of 53 feet more or less to the point or place of BEGINNING

Commonly known as 4 S Madison Avenue, Spring Valley, NY 10977.

Tax Designation: Section 57.47, Block 1, Lot 75

Land Title Associates
Issued on behalf of *Old Republic National Title Insurance Company*

Title No.: LTA1189-05

SCHEDULE A
Legal Description

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Clarkstown, County of Rockland and the State of New York, bounded and described as follows:

BEGINNING at a Rockland County Highway Monument located at the Northwest corner of White Street and Second Avenue;

RUNNING THENCE North 05 degrees 44 minutes 09 seconds East, along the Westerly side of Second Avenue, 114.41 feet to a point;

THENCE North 75 degrees 33 minutes 51 seconds West, along the Southerly line of lands now or formerly of Administrator of Veterans Affairs, 70.40 feet to a point;

THENCE South 37 degrees 04 minutes 09 seconds West, along the Southeasterly line of lands now or formerly of A&J Associates, 44.06 feet to a point;

THENCE South 04 degrees 07 minutes 08 seconds West, along the Easterly line of lands now or formerly of A&J Associates, 90.00 feet to a point on the Northerly side of White Street;

THENCE South 85 degrees 52 minutes 52 seconds East, along the Northerly side of White Street, 90.00 feet to the point or place of BEGINNING.

Commonly known as 35 Second Avenue, Nanuet, NY 10954.

Tax Designation: Section: 57.10, Block: 1, Lot: 12.2

Land Title Associates•1979 Marcus Avenue•Suite 210•Lake Success•New York•11042-516.620.4230

SCHEDULE A
Legal Description

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village and Town of Haverstraw, County of Rockland and State of New York and known and designated on a Map of "Hedges Trust Estate" as revised by W.O. Pollicinus, C.E., dated April 7, 1911, as Lot 11, in Block K, more particularly bounded and described as follows, viz:

BEGINNING at the point of intersection of the southerly side of Fairmount Avenue and westerly line of Clove Avenue, said point being the northeasterly corner of the premises herein described;

RUNNING THENCE South 28° 00' 00" West along the westerly side of Clove Avenue a distance of 100.00 feet to a point;

THENCE North 62° 00' 00" West along the northerly line of lands now or formerly of Lent (Section 27.53, Block L, Lot 20 - Lot No. 10 on the above captioned map) a distance of 49.00 feet to a point,

THENCE North 28° 00' 00" East along the dividing line between Lots No. 11 and 12 in Block K on the above captioned subdivision map a distance of 100.00 feet to a point on the southerly side of Fairmount Avenue;

THENCE South 62° 00' 00" East along the southerly side of Fairmount Avenue a distance of 49.00 feet to the point or place of BEGINNING.

SAID PREMISES are also known and designated as 39 Fairmount Avenue, Haverstraw, NY 10927.

LAND TITLE ASSOCIATES • 1979 MARCUS AVENUE • SUITE 210 • LAKE SUCCESS • NEW YORK • 11042 • 516.620.4230

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, known and designated as Lot Nos. 108, 109 and 110 on a map surveyed and drawn by Jacob Snider, November 22, 1858, for Albert Tallman, known as Spring Valley Association #1 and filed June 15, 1863 and re-filed June 21, 1918 as Map No. 1446..

Known as 11-13 Lafayette Street, Spring Valley, New York 10977.

Tax Designation: Section 57.40, Block 1, P/O Lot 44.

Commitment No. PAC-03 02360

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Airmont, Town of Ramapo, County of Rockland, and State of New York, known and designated as Lot No. 2 as shown on a certain subdivision map entitled "Final Subdivision Plat, **DYKES LUMBER COMPANY**, Section #18, Lot #52B, 79A, 79B, 80, 100A, Village of Airmont, Town of Ramapo, Rockland County, New York" made by A.R. Sparaco, Jr., P.L.S. dated March 13, 2000, last revised August 22, 2000 and filed in the Office of the Rockland County Clerk on November 27, 2000 in Book 121 of Maps at Page 21 as Map No. 7389.

TOGETHER WITH rights of ingress and egress over a 7-foot-wide road widening strip of land running along the entire street frontage of Tallman Place until same is dedicated to the proper governmental authority for municipal purposes.

RESERVING unto the Grantor, its successors and/or assigns, an Easement for ingress, egress and all utilities over a strip of land running along the entire Northerly property line and measuring thirteen (13) feet in width at the Westerly property line and seven (7) feet in width at Tallman Place.

Commonly known as One Tallman Place, Tallman, New York 10982.

Tax Designation: Section 55.12, Block 1, Lot 8.2
F/K/A Section 855.12, Block 1, P/O Lot 8
and Section 55.12, Block 1, P/O Lot 8.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland, and State of New York, bounded and described as follows:

BEGINNING at a rebar on the Easterly side of West Street, distant 107.00 feet Southerly on a course of South 05 degrees 10 minutes 00 seconds West from the corner formed by the intersection of the Southerly side of Hoyt Street and the Easterly side of West Street; and running thence

South 81 degrees 30 minutes 00 seconds East, along the Southerly line of lands now or formerly of Orange and Rockland Utilities, Inc., of Samuel, of Taylor and Brown, and of Davis, 163.00 feet to a point; thence

South 05 degrees 10 minutes 00 seconds West, along the Westerly line of lands now or formerly of Haskestad and Hagane, 100.00 feet to a point; thence

North 81 degrees 30 minutes 00 seconds West, along the Northerly line of lands now or formerly of Sternhell, of Tallman Station Commons Corp., and of 56 West Street Management, 163.00 feet to a rebar on the Easterly side of West Street; and thence

North 05 degrees 10 minutes 00 seconds East, along the Easterly side of West Street, 100.00 feet to the point or place of Beginning.

Commonly known as 60 West Street, Spring Valley, New York 10977.

Tax Designation: Section 57.30, Block 1, Lot 31
F/K/A Section SV, Plot 231.


AND the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF:

By:

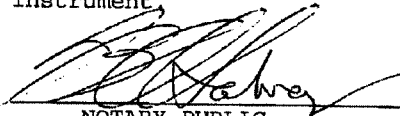


LESZEK WOLANSKI

STATE OF NEW YORK)
)
COUNTY OF ROCKLAND)

SS.:

On this 15th day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **LESZEK WOLANSKI**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

BRIAN A. SALVAY
Notary Public, State of New York
Registration No. 4900738
Qualified in Sullivan County
Commission Expires July 27, 2009

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

Return To :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

First GRANTOR

BILTMORE REAL PROPERTY HOLDINGS INC

First GRANTEE

KLEIN, JOSEPH

Index Type : Land Records

Instr Number : 2006-00062902

Book : **Page :**

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$120.00

Recording Pages : 5

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 2203

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$120.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 11/29/2006

At (Recorded Time) : 10:13:48 AM



Doc ID - 017029530005

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: PEG Printed On : 12/01/2006 At : 10:14:39AM

Bargain & Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made this 27th day of November, 2006, between

BILTMORE REAL PROPERTY HOLDINGS, INC., P.O. Box 415,
Tallman, New York 10982, Party of the First Part, and

JOSEPH KLEIN, 25 Eisenhower Avenue, Spring Valley, New York
10977, Party of the Second Part.

WITNESSETH, that the Party of the First Part, in consideration of Ten Dollars and other valuable consideration paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being more particularly bounded and described on Schedule A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the Party of the First Part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever.

AND the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

*Ms
R+R*

3

Commitment No. PAC-06-02500**SCHEDULE A****PARCEL 1:**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of **PETER S. VAN ORDEN**" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwesterly corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20 now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwesterly corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 66 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Known as 4 South Madison Avenue, Spring Valley, New York 10977.

Tax Designation: Section 57.47, Block 1, Lot 75.

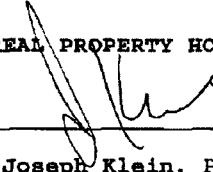
AND the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF: **BILTMORE REAL PROPERTY HOLDINGS, INC.**

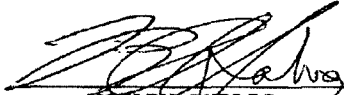
By:



Joseph Klein, President

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On this 27th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOSEPH KLEIN**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC
BRIAN A. SALVAY
Notary Public, State of New York
Registration No. 4900738
Qualified in Sullivan County
Commission Expires July 27, 2009

Platman Abst

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
ROCKWEST ABSTRACT
31 OLD SCHOOLHOUSE RD
NEW CITY, NY 10956

Return To :
ROCKWEST ABSTRACT
31 OLD SCHOOLHOUSE RD
NEW CITY, NY 10956

Method Returned : ERECORDING

First GRANTOR

KLEIN, JOSEPH

First GRANTEE

LIGHTSTONE ENTERPRISES LLC

Index Type : Land Records

Instr Number : 2014-00006868

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee: \$191.00

Recording Pages : 5

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

State of New York

County of Rockland

RETT # : 3265

Deed Amount : \$20,000.00

RETT Amount : \$80.00

Total Fees : \$271.00

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 03/12/2014

At (Recorded Time) : 10:57:00 AM

Paul Piperato, County Clerk



NY 095 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYETU 6062)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 28 day of January in the year 2013
BETWEEN

Joseph Klein
25 Eisenhower Ave
Spring Valley, NY 10977

party of the first part, and
Lightstone Enterprises LLC
395 West Morgan Ave #2
Bridgeport, CT 06604

party of the second part.
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever;

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

See Schedule A description attached

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

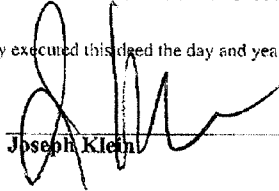
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



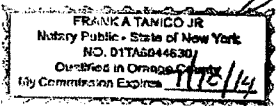
Joseph Klein

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of Rockland } ss.:
On the 7th day of March in the year 2013 before me, the undersigned, personally appeared JOSEPH KLEIN

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Handwritten signature of Frank A. Tamico Jr.



ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY: (New York Subscribing Witness Acknowledgment Certificate)

State of New York, County of } ss.:
On the day of in the year before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in:

(if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of } ss.:
On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY: (Out of State or Foreign General Acknowledgment Certificate)

} ss.:
On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

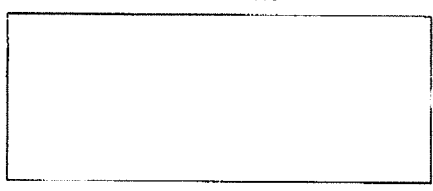
BARGAIN & SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

TITLE NO

TO

DISTRICT SECTION 57.47 BLOCK 1 LOT 75 COUNTY OR TOWN

RECORDED AT REQUEST OF Fidelity National Title Insurance Company of New York RETURN BY MAIL TO



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE A**PARCEL 1:**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of PETER S. VAN ORDEN" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwesterly corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20, now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwesterly corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 66 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Known as 4 South Madison Avenue, Spring Valley, New York 10977
Tax Designation: SWIS 392605, Section 57.47, Block 1, Lot 75.

F

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
PNMN157

PENNYMAC HOLDINGS, LLC;

Plaintiff,

Index No. 035650/2016
STIPULATION

-against-

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES
LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER
OF HEALTH OF THE ROCKLAND COUNTY HEALTH
DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.;
EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE
BANK (USA), N.A.; MIDDLETOWN CAPITAL LLC; J
AIYO JIMENEZ;

Defendants.

-----x

WHEREAS, the instant action is for foreclosure of a mortgage by Leszek Wolanski to Washington Mutual Bank, FA. to secure the sum of \$374,000.00, which was recorded in the ROCKLAND County Clerk's Office on June 1, 2005, in Instrument Number 2005-00029673;

WHEREAS, said action was commenced by the filing of a notice of pendency, summons and complaint on December 23, 2016 and that the subject premises affected by the foreclosure action is 9 Morgan Street, New Rochelle, NY 10805 (the "Premises");

WHEREAS, Leszek Wolanski was named as a defendant in this action as she is the last owner of record of the Premises being foreclosed and the mortgagor of the aforementioned mortgage;

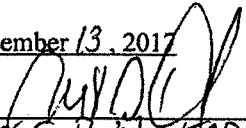
WHEREAS, an default judgment and Order of Reference was entered herein in favor of PENNYMAC HOLDINGS, LLC. (the "Plaintiff") on June 2, 2017;

WHEREAS, .M.L. ZAGER PC as attorneys for **ORANGE & ROCKLAND UTILITIES** caused to be filed and docketed, a judgment in the amount of \$4,495.45 against Joseph Klein on June 15, 2012 as annexed hereto;

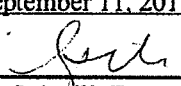
WHEREAS, the judgment due to **ORANGE & ROCKLAND UTILITIES**, is junior to Plaintiff's mortgage, making it a necessary party defendant to the instant foreclosure action;

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that:

1. **ORANGE & ROCKLAND UTILITIES**, hereby appears in the action by the undersigned attorneys and consents to the jurisdiction of the Court;
2. **ORANGE & ROCKLAND UTILITIES**, agrees consents to a judgment of foreclosure and sale and to be bound by all prior pleadings and proceedings heretofore had herein;
3. **ORANGE & ROCKLAND UTILITIES**, waives service of all notices except notice of sale and notice of all proceedings to obtain surplus moneys;
4. Electronically transmitted copies of this stipulation shall be deemed as originals.

Dated: September 13, 2017

 By: ROBERT B HUNTER
 M.L. ZAGER PC

Attorneys for **ORANGE & ROCKLAND UTILITIES**
 PO Box 948
 461 Broadway
 Monticello, NY 12701
 Telephone (845)794 3660 ext 220

Dated: September 11, 2017


By: Victor Spinelli, Esq.
 FEIN, SUCH & CRANE, LLP
 Attorneys for Plaintiff
 1400 OLD COUNTRY ROAD, SUITE C103
 WESTBURY, NY 11590
 Telephone: (516) 394-6921

Property Address: 4 MADISON AVENUE SOUTH A/K/A 4 S MADISON AVENUE
 SPRING VALLEY, NY 10977

SECTION: 57.47
 BLOCK: 1
 LOT: 75

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :

First GRANTOR

ORANGE & ROCKLAND UTILITIES
390 WEST ROUTE 59 SPRING VALLEY, NY 10977

First GRANTEE

KLEIN, JOSEPH
25 EISENHOWER AVE SPRING VALLEY, NY 10977

Index Type : Land Records
Instr Number : 2012-00022293
Book : Page :

Orig Instr #: SU-2011-034411

Type of Instrument : Judgment
Type of Transaction :
Recording Fee : \$0.00
Recording Pages : 2

Recorded Information

State of New York
County of Rockland
I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 06/15/2012

At (Recorded Time) : 11:55:23 AM



Doc ID - 024555660002

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: SL Printed On : 06/22/2012 At : 11:57:22AM

FILED: ROCKLAND COUNTY CLERK 06/15/2012

SUPERIOR COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

M.L. ZAGER, P.C. FILE # 1898812

INDEX NO. 34413/2011

RECEIVED BY NYSCEF: 06/15/2012

INDEX #: 34413/2011 FILED 12-21-11

ORANGE & ROCKLAND UTILITIES

	Plaintiff,	JUDGMENT	
JOSEPH KLEIN	-against-		
	Defendant(s).		
Amount claimed less payments	0.00	\$ 3703.32	
Interest from 08-12-11 less payments	0.00	\$ 274.86	
Subtotal		\$ 3978.18	
Costs by Statute	\$ 200.00		
Service of Summons & Complaint	\$ 22.77		
File fee	\$ 255.00		
Prospective Execution	\$ 22.50		
Prospective serv. of Subpoena	\$ 15.00		
Postage	\$ 2.00		
		\$ 517.27	
Total		\$ 4495.45	

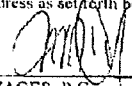
FILED
Jun 15 2012
ROCKLAND COUNTY CLERK'S OFFICE

STATE OF NEW YORK, COUNTY OF SULLIVAN

The undersigned, an attorney admitted to practice in the State of New York, associated with the attorneys for Plaintiff, under penalties of perjury affirms the following to be true: The disbursements specified above have been or will necessarily be made or incurred and are reasonable in amount.

Defendant(s) have failed to appear, answer or move, and the time to do so has expired. Plaintiff is entitled to a Judgment by default. I deposited a copy of the Summons in separate post-paid envelopes in an official depository of the U.S. Postal Service in Monticello, NY addressed to each defaulting defendant's last known residence address as set forth below, on the following dates respectively: 04-13-12


DATED: 06-08-12


M.L. ZAGER, P.C.
By: JOSEPH LOUGHLIN/ROBERT HUNTER
543 Broadway/P.O. Box 948
Monticello, NY 12701
(845) 794-3660
Attorneys for Plaintiff

JUDGMENT ENTERED ON:

ADJUDGED that, ORANGE & ROCKLAND UTILITIES, Plaintiff, residing at 390 W RT 59 SPRING VALLEY, NY recover of JOSEPH KLEIN 25 EISENHOWER AVE SPRING VALLEY, NY 10977

the sum of \$ 3703.32 with interest of \$ 274.86, making a total of \$ 3978.18 together with \$ 517.27 costs and disbursements, amounting in all to \$ 4495.45 and that Plaintiff have execution therefor.

PAUL PIPERATO
ROCKLAND COUNTY CLERK


This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

G

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC,

Plaintiff,

-vs-

SUPPLEMENTAL SUMMONS

Index No. 035650/2016

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES
LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER
OF HEALTH OF THE ROCKLAND COUNTY HEALTH
DISTRICT; COUNTY OF ROCKLAND; CITIBANK,
N.A.; EQUABLE ASCENT FINANCIAL, LLC; CAPITAL
ONE BANK (USA), N.A.; MIDDLETOWN CAPITAL
LLC; GREGORY S. WHITE; ORANGE AND
ROCKLAND UTILITIES; EWING AVENUE CORP.;
BROOKER ENGINEERING, PLLC; CROWN ASSET
MANAGEMENT LLC; AIYO JIMENEZ,

Defendants.

Mortgaged Premises: 4 MADISON AVENUE SOUTH A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

TO THE ABOVE NAMED DEFENDANT(S):

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

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

If you do not respond to this summons and complaint by serving a copy of the

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


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

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

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

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

Dated: *September 13*, 2017



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone No. 516/394-6921
PNMN157

NATURE AND OBJECT OF ACTION

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

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

TO THE DEFENDANT(S), except LESZEK WOLANSKI,;

IF, AND ONLY IF, you have received or will receive a Bankruptcy Discharge Order which includes this debt, the plaintiff is solely attempting to enforce its mortgage lien rights in the subject real property and makes no personal claim against you. In that event, nothing contained in these or any papers served or filed or to be served or filed in this action will be an attempt to collect from you or to find you personally liable for the discharged debt.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC,

Plaintiff,

-vs-

AMENDED COMPLAINT

Index No. 035650/2016

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES
LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER
OF HEALTH OF THE ROCKLAND COUNTY HEALTH
DISTRICT; COUNTY OF ROCKLAND; CITIBANK, N.A.;
EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE
BANK (USA), N.A.; MIDDLETOWN CAPITAL LLC;
GREGORY S. WHITE; ORANGE AND ROCKLAND
UTILITIES; EWING AVENUE CORP.; BROOKER
ENGINEERING, PLLC; CROWN ASSET
MANAGEMENT LLC; AIYO JIMENEZ,

Defendants.

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

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

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

Third: That the United States of America, the People of the State of New York, the State Tax Commission of the State of New York, the Industrial Commissioner of the State of New York, and all other agencies or instrumentalities of the Federal, State or local government,

however designated, if named as defendants, are made parties solely by reason of the facts set forth in the annexed "Schedule B."

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

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

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

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

Eighth: That said mortgage(s) was duly recorded and the mortgage tax(es) due thereon

was duly paid in the County Clerk's Office at the place and time that appears therein.

Ninth: On December 30, 2008, a Loan Modification Agreement was executed by LESZEK WOLANSKI, to modify the Mortgage in Instrument Number 2005-00029673, to reflect a new principal balance of \$424,495.03, attached hereto as Schedule "F". All sums secured thereunder were contemplated by the original mortgage given in this matter.

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

Eleventh: That the defendant(s), LESZEK WOLANSKI, has(have) failed to comply with the conditions of the mortgage(s) or bond(s) by failing to pay portions of principal, interest or taxes, assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully described in "Schedule E".

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

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

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

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

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

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

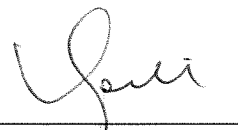
Seventeenth: That Schedules "A", "B", "C", "D", "E", and "F", be incorporated and made part of the Complaint with the same force and effect as if they were completely and fully set forth wherever reference is made to them herein.

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

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

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

Dated: September 13, 2017



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone: 516/394-6921
PNMN157

SCHEDULE "A" - DEFENDANTSDEFENDANTSCAPACITY

LESZEK WOLANSKI
4 MADISON AVENUE SOUTH A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

P.O. BOX 415
TALLMAN, NY 10982

Defendant(s), who executed a certain Mortgage to WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION to secure the sum of \$340,000.00, with a maximum aggregate amount not to exceed \$374,000.00, which was recorded in the ROCKLAND County Clerk's Office on June 1, 2005, in Instrument Number 2005-00029673. Said Mortgage was assigned by THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK A/K/A WASHINGTON MUTUAL BANK, FA to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by Assignment dated September 10, 2014 and recorded on September 17, 2014 in the Office of the County Clerk in Instrument Number 2014-00024976. Said Mortgage was further assigned by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION to PENNYMAC HOLDINGS, LLC by Assignment dated February 27, 2015 and recorded on April 7, 2015 in the Office of the County Clerk in Instrument Number 2015-00009391.

On December 30, 2008, a Loan Modification Agreement was executed by LESZEK WOLANSKI, to modify the Mortgage in Instrument Number 2005-00029673, to reflect a new principal balance of \$424,495.03, attached hereto as Schedule "F". All sums secured thereunder were contemplated by the original mortgage given in this matter.

LIGHTSTONE ENTERPRISES LLC
4 MADISON AVENUE SOUTH A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

Record owner by virtue of Deed attached.

395 WEST MORGAN AVENUE #2
BRIDGEPORT, CT 06604

CITIBANK, N.A.
1111 NORTHPOINT DRIVE
COPPELL, TX 75019

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

EQUABLE ASCENT FINANCIAL,
LLC
ONE NORTHBROOK PLACE
NORTHBROOK, IL 60062

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

CAPITAL ONE BANK (USA), N.A.
4851 COX ROAD
GLEN ALLEN, VA 23060

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

MIDDLETOWN CAPITAL LLC
127 BEVERLEY ROAD
BROOKLYN, NY 11218

Subordinate lien holder by virtue of judgment (attached) against prior owner, Joseph Klein, in the amount of \$3,658,918.00 recorded on April 5, 2016, in Instrument Number 2016-00009644.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

GREGORY S. WHITE
49 BOULEVARD
SUFFERN, NY 10901

Subordinate lien holder by virtue of judgment (attached) against prior owner, Joe Klein, in the amount of \$1,167.97 recorded on December 14, 2010, in Instrument Number 2010-00043241.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

EWING AVENUE CORP.
P.O. BOX 223
MAHWAH, NJ 07430

Subordinate lien holder by virtue of judgment (attached) against prior owner, Joseph Klein, in the amount of \$42,202.20 recorded on July 17, 2013, in Instrument Number 2013-00013724.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

BROOKER ENGINEERING, PLLC
76 LAFAYETTE AVENUE
SUFFERN, NY 10901

Subordinate lien holder by virtue of judgment (attached) against prior owner, Joseph Klein d/b/a Empire Management Services, in the amount of \$20,179.81 recorded on August 13, 2014, in Instrument Number 2014-00021820.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

CROWN ASSET MANAGEMENT LLC
3355 BRECKENRIDGE BOULEVARD
SUITE 132
DULUTH, GA 30096

Subordinate lien holder by virtue of judgment (attached) against prior owner, Joseph Klein, in the amount of \$3,968.55 recorded on September 26, 2007, in Instrument Number 2007-00049115.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

AIYO JIMENEZ
4 MADISON AVENUE SOUTH A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

Occupant or tenant having or claiming an interest in the premises being foreclosed herein.

Page 1 of 127

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
ROCKWEST ABSTRACT
31 OLD SCHOOLHOUSE RD
NEW CITY, NY 10956

Return To :
ROCKWEST ABSTRACT
31 OLD SCHOOLHOUSE RD
NEW CITY, NY 10956

Method Returned : ERECORDING

First GRANTOR

KLEIN, JOSEPH

First GRANTEE

LIGHTSTONE ENTERPRISES LLC

Index Type : Land Records

Instr Number : 2014-00006868

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee: \$191.00

Recording Pages : 5

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 3265

Deed Amount : \$20,000.00

RETT Amount : \$80.00

Total Fees : \$271.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 03/12/2014

At (Recorded Time) : 10:57:00 AM



Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

File Number: 2014-00006868 Seq: 1

Entered By: PM Printed On : 03/12/2014

At : 11:00:21AM

NY 095 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYBTU 8102)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 28 day of January in the year 2013
BETWEEN

Joseph Klein
25 Eisenhower Ave
Spring Valley, NY 10977

party of the first part, and
Lightstone Enterprises LLC
395 West Morgan Ave #2
Bridgeport, CT 06604

party of the second part.
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

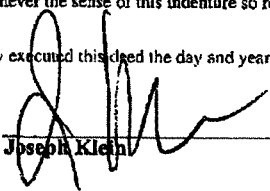
See Schedule A description attached

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 1.3 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Joseph Klein


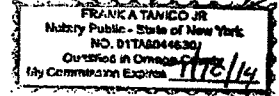
File Number: 2014-00006868 Seq: 2

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of Rockland) ss.:

On the 7th day of March in the year 2013 before me, the undersigned, personally appeared JOSEPH KLEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Frank A. Tanico Jr.



ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY: (New York Subscribing Witness Acknowledgment Certificate)

State of New York, County of) ss.:

On the day of in the year before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in:

(if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of) ss.:

On the day of in the year before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY: (Out of State or Foreign General Acknowledgment Certificate)

.....) ss.:

(Complete Venue with State, County, Province or Municipality) On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

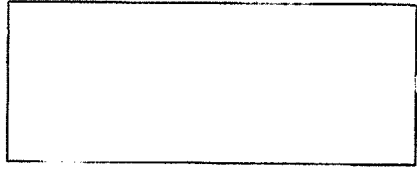
BARGAIN & SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

TITLE NO. _____

DISTRICT SECTION 57.47 BLOCK 1 LOT 75 COUNTY OR TOWN

TO

RECORDED AT REQUEST OF Fidelity National Title Insurance Company of New York RETURN BY MAIL TO



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

File Number: 2014-00006868 Seq: 3

SCHEDULE A**PARCEL 1:**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of PETER S. VAN ORDEN" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwesterly corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20, now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwesterly corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 66 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Known as 4 South Madison Avenue, Spring Valley, New York 10977
Tax Designation: SWIS 392605, Section 57.47, Block 1, Lot 75.

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

Return To :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

First GRANTOR

BILTMORE REAL PROPERTY HOLDINGS INC

First GRANTEE

KLEIN, JOSEPH

Index Type : Land Records

Instr Number : 2006-00062902

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$120.00

Recording Pages : 5

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

<u>Real Estate Transfer Tax</u>	
RETT # :	2203
Deed Amount :	\$0.00
RETT Amount :	\$0.00

State of New York
County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 11/29/2006

At (Recorded Time) : 10:13:48 AM

Total Fees : \$120.00



Doc ID - 017029530005

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: PEG Printed On: 12/01/2006 At: 10:14:39AM

Bargain & Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made this 27th day of November, 2006, between

BILTMORE REAL PROPERTY HOLDINGS, INC., P.O. Box 415,
Tallman, New York 10982, Party of the First Part, and

JOSEPH KLEIN, 25 Eisenhower Avenue, Spring Valley, New York
10977, Party of the Second Part.

WITNESSETH, that the Party of the First Part, in consideration of Ten Dollars and other valuable consideration paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being more particularly bounded and described on Schedule A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the Party of the First Part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever.

AND the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

*MR
R+R*

3

Commitment No. PAC-06-02500**SCHEDULE A****PARCEL 1:**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of **PETER S. VAN ORDEN**" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwesterly corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20 now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwesterly corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 66 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Known as 4 South Madison Avenue, Spring Valley, New York 10977.

Tax Designation: Section 57.47, Block 1, Lot 75.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

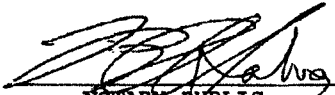
IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF: **BILTMORE REAL PROPERTY HOLDINGS, INC.**

By: _____
Joseph Klein, President

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On this 27th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOSEPH KLEIN**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC
BRIAN A. SALVAY
Notary Public, State of New York
Registration No. 4800736
Qualified in Sullivan County
Commission Expires July 27, 2009

Plastinum Abst

PLEASE TYPE OR PRESS FIRMLY WHEN WRITING ON FORM
INSTRUCTIONS: http://www.orps.state.ny.us or PHONE (518) 473-7222

FOR COUNTY USE ONLY

C1. SWIS Code 392605

C2. Date Deed Recorded 11, 29, 06
Month Day Year

C3. Book 2006101 or Page 62902

REAL PROPERTY TRANSFER REPORT
STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217
RP-6217 Rev 3/97

PROPERTY INFORMATION

1. Property Location
STREET NUMBER: 4 STREET NAME: S. MADISON AVE.
CITY OR TOWN: RAMAPO VILLAGE: SPRING VALLEY ZIP CODE: 10977

2. Buyer Name
LAST NAME / COMPANY: KLEIN FIRST NAME: JOSEPH

3. Tax Billing Address
Indicate where future Tax Bills are to be sent (if other than buyer address (at bottom of form))
LAST NAME / COMPANY: _____ FIRST NAME: _____
STREET NUMBER AND STREET NAME: _____ CITY OR TOWN: _____ STATE: _____ ZIP CODE: _____

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel (Only if Part of a Parcel) Check as they apply:
4A. Planning Board with Subdivision Authority Exists
4B. Subdivision Approval was Required for Transfer
4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size 38 x 95 OR _____
FRONT FEET DEPTH ACRES

6. Seller Name
LAST NAME / COMPANY: BILTMORE REAL PROPERTY HOLDINGS, INC. FIRST NAME: _____

7. Check the box below which most accurately describes the use of the property at the time of sale:
A One Family Residential E Agricultural I Community Service
B 2 or 3 Family Residential F Commercial J Industrial
C Residential Vacant Land G Apartment K Public Service
D Non-Residential Vacant Land H Entertainment / Amusement L Forest
18A. Property Located within an Agricultural District
18B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date _____
Month Day Year

12. Date of Sale / Transfer 11, 27, 06
Month Day Year

13. Full Sale Price _____
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale _____

15. Check one or more of these conditions as applicable to transfer:
A Sale Between Relatives or Former Relatives
B Sale Between Related Companies or Partners in Business
C One of the Buyers is also a Seller
D Buyer or Seller is Government Agency or Lending Institution
E Deed Type not Warranty or Bargain and Sale (Specify Below)
F Sale of Fractional or Less than Fee Interest (Specify Below)
G Significant Change in Property Between Taxable Status and Sale Date
H Sale of Business is Included in Sale Price
I Other Unusual Factors Affecting Sale Price (Specify Below)
J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken 06

17. Total Assessed Value (of all parcels in transfer) 506.00

18. Property Class 220 18. School District Name EAST RAMAPO

20. Tax Map Identifier(s) / Roll Identifier(s) (if more than four, attach sheet with additional identifier(s))
57.47-1-75

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER
BUYER SIGNATURE: [Signature] DATE: 11-27-06
STREET NUMBER: P.O. BOX 415 STREET NAME (AFTER SALE): _____
CITY OR TOWN: TALLMAN STATE: NY ZIP CODE: 10982

SELLER
SELLER SIGNATURE: [Signature] DATE: 11-27-06

BUYER'S ATTORNEY
LAST NAME: _____ FIRST NAME: _____
AREA CODE: _____ TELEPHONE NUMBER: _____

NEW YORK STATE COPY
File Number: 2006-00062902 Seq: 5

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

Return To :
PLATINUM ABSTRACT
POB 665
WOODRIDGE, NY 12789

First GRANTOR

WOLANSKI, LESZEK

First GRANTEE

BILTMORE REAL PROPERTY HOLDINGS INC

Index Type : Land Records

Instr Number : 2006-00011113

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$144.00

Recording Pages : 12

The Property affected by this instrument is situated in Clarkstown, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 4597

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$144.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 02/27/2006

At (Recorded Time) : 2:07:43 PM



Doc ID - D16405580012

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: NAM Printed On : 02/28/2006 At : 8:04:32AM

Bargain & Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made this 15th day of November, 2005, between

LESZEK WOLANSKI, 18 Main Street, Spring Valley, New York
10977, Party of the First Part, and

BILTMORE REAL PROPERTY HOLDINGS, INC., P.O. Box 415,
Tallman, New York 10982, Party of the Second Part.

WITNESSETH, that the Party of the First Part, in consideration of Ten Dollars and other valuable consideration paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being more particularly bounded and described on Schedules A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the Party of the First Part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever.

AND the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

11

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, bounded and described as follows:

BEGINNING at an iron pin on the Northerly side of White Street, distant 54 feet on a course of North 85 degrees 19 minutes West from a Monument at the intersection formed by the Northerly side of White Street and the Westerly side of Lafayette Street; and running thence

North 85 degrees 19 minutes 00 seconds West, along the Northerly side of White Street, 46.00 feet to a point; thence

North 05 degrees 14 minutes 00 seconds East, along the Easterly line of lands now or formerly of Wiley, 75.00 feet to an iron pipe; thence

South 85 degrees 19 minutes 00 seconds East, along the Southerly line of lands now or formerly of Manning, 46.00 feet to a point; and thence

South 05 degrees 14 minutes 00 seconds West, along the Westerly line of lands now or formerly of Fils, 75.00 feet to the point or place of Beginning.

Commonly known as 55 White Street, Spring Valley, New York 10977.

Tax Designation: Section 57.40, Block 1, Lot 42
F/K/A Section 7, Block C, Lot 8.1.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, being shown and distinguished as Lot Nos. 70 and 71 on a certain subdivision map surveyed and drawn by Jacob Snider, Surveyor, for ALBERT TALLMAN November 22, 1858 and filed in the Office of the Rockland County Clerk, being more particularly bounded and described as follows:

BEGINNING at a point in the Westerly side of Washington Street (formerly known as Washington Avenue) at the intersection of Lot Nos. 71 and 72 on the aforesaid filed map; and running thence

Westerly, along the Northerly line of Lot No. 72 on the aforesaid filed map, 100 feet to a point; thence

Northerly, along the Easterly line of Lot Nos. 46 and 47 on the aforesaid filed map, 50 feet to a point; thence

Easterly, along the Southerly line of Lot No. 69 on the aforesaid filed map, 100 feet to the Westerly line of Washington Street (formerly known as Washington Avenue); and thence

Southerly, along the Westerly side of Washington Street (formerly known as Washington Avenue), 50 feet to the point or place of Beginning.

Commonly known as 12 Washington Street, Spring Valley, New York.

Tax Designation: Section 57.40, Block 1, Lot 58

F/K/A Section 7, Block C, Lot 21.

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York shown and designated as Lot No. 5 on a certain map entitled "Map of Lots of MICHAEL MURIN, Spring Valley, New York" made by Frederick Washburn, Surveyor, dated May 1921 and filed in the Office of the Rockland County Clerk on June 3, 1921 in Book 27 of Maps at Page 559 as Map No. 613.

Commonly known as 9 Murin Street, Spring Valley, New York.

Tax Designation: Section 57.30, Block 1, Lot 40
F/K/A Section SV, Plot 279A.

PARCEL 1

Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

Said Lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March, 1869 and filed in the County Clerk's Office of Rockland County on April 15, 1870."

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the Lot herein intended to be conveyed and the Northwest corner of Lot No. 20, now or formerly owned by Rachel A. Voorhis;

THENCE RUNNING northerly along the East line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church,

THENCE easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks,

THENCE southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING.

PARCEL 2

ALL that certain plot, piece or parcel of land, situate lying and being in the Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point at the Northwest corner of the premises herein described marked by a railroad spike which beginning point is the Northwest corner of the premises described in the Deed dated August 4, 1959 running from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, recorded in the Rockland County Clerk's Office August 5, 1959 in Liber 700 of Deeds, Page 382, and running from said beginning point:

1. South 23'27" West along the easterly line of South Madison Avenue (50 feet wide), a distance of 3 feet to a point on the easterly side of South Madison Avenue; THENCE

2. In an easterly direction 54 feet more or less to a point on the northerly boundary of the premises described in the aforesaid August 5, 1959 deed; RUNNING from Esther Koppelman to Marvin Shapiro and Marcia Shapiro; THENCE

3. North 66°33' West along the aforesaid northerly boundary, a distance of 53 feet more or less to the point or place of BEGINNING.

Commonly known as 4 S Madison Avenue, Spring Valley, NY 10977.

Tax Designation: Section 57.47, Block 1, Lot 76

Land Title Associatesissued on behalf of *Old Republic National Title Insurance Company*Title No.: **LTA1189-05****SCHEDULE A**

Legal Description

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Clarkstown, County of Rockland and the State of New York, bounded and described as follows:

BEGINNING at a Rockland County Highway Monument located at the Northwest corner of White Street and Second Avenue;

RUNNING THENCE North 05 degrees 44 minutes 09 seconds East, along the Westerly side of Second Avenue, 114.41 feet to a point;

THENCE North 75 degrees 33 minutes 51 seconds West, along the Southerly line of lands now or formerly of Administrator of Veterans Affairs, 70.40 feet to a point;

THENCE South 37 degrees 04 minutes 09 seconds West, along the Southeasterly line of lands now or formerly of A&J Associates, 44.06 feet to a point;

THENCE South 04 degrees 07 minutes 08 seconds West, along the Easterly line of lands now or formerly of A&J Associates, 90.00 feet to a point on the Northerly side of White Street;

THENCE South 85 degrees 52 minutes 52 seconds East, along the Northerly side of White Street, 90.00 feet to the point or place of BEGINNING.

Commonly known as 35 Second Avenue, Nanuet, NY 10954.

Tax Designation: Section: 57.10, Block: 1, Lot: 12.2

Land Title Associates•1979 Marcus Avenue•Suite 210•Lake Success•New York•11042•516.620.4230

SCHEDULE A
Legal Description

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village and Town of Haverstraw, County of Rockland and State of New York and known and designated on a Map of "Hedges Trust Estate" as revised by W.O. Polhemus, C.E., dated April 7, 1911, as Lot 11, in Block K, more particularly bounded and described as follows, viz:

BEGINNING at the point of intersection of the southerly side of Fairmount Avenue and westerly line of Clove Avenue, said point being the northeasterly corner of the premises herein described;

RUNNING THENCE South 28° 00' 00" West along the westerly side of Clove Avenue a distance of 100.00 feet to a point;

THENCE North 62° 00' 00" West along the northerly line of lands now or formerly of Lent (Section 27.53, Block L, Lot 20 - Lot No. 10 on the above captioned map) a distance of 49.00 feet to a point,

THENCE North 28° 00' 00" East along the dividing line between Lots No. 11 and 12 in Block K on the above captioned subdivision map a distance of 100.00 feet to a point on the southerly side of Fairmount Avenue;

THENCE South 62° 00' 00" East along the southerly side of Fairmount Avenue a distance of 49.00 feet to the point or place of **BEGINNING**.

SAID PREMISES are also known and designated as 39 Fairmount Avenue, Haverstraw, NY 10927.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Clarkstown, County of Rockland, and State of New York, known and designated as lot Nos. 108, 109 and 110 on a map surveyed and drawn by Jacob Snider, November 22, 1858, for Albert Tallman, known as Spring Valley Association #1 and filed June 15, 1863 and re-filed June 21, 1918 as Map No. 1446..

Known as 11-13 Lafayette Street, Spring Valley, New York 10977.

Tax Designation: Section 57.40, Block 1, P/O Lot 44.

Commitment No. PAC-03 02360**SCHEDULE A**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Airmont, Town of Ramapo, County of Rockland, and State of New York, known and designated as Lot No. 2 as shown on a certain subdivision map entitled "Final Subdivision Plat, DYKES LUMBER COMPANY, Section #18, Lot #52B, 79A, 79B, 80, 100A, Village of Airmont, Town of Ramapo, Rockland County, New York" made by A.R. Sparaco, Jr., P.L.S. dated March 13, 2000, last revised August 22, 2000 and filed in the Office of the Rockland County Clerk on November 27, 2000 in Book 121 of Maps at Page 21 as Map No. 7389.

TOGETHER WITH rights of ingress and egress over a 7-foot-wide road widening strip of land running along the entire street frontage of Tallman Place until same is dedicated to the proper governmental authority for municipal purposes.

RESERVING unto the Grantor, its successors and/or assigns, an Easement for ingress, egress and all utilities over a strip of land running along the entire Northerly property line and measuring thirteen (13) feet in width at the Westerly property line and seven (7) feet in width at Tallman Place.

Commonly known as One Tallman Place, Tallman, New York 10982.

Tax Designation: Section 55.12, Block 1, Lot 8.2
F/K/A Section 855.12, Block 1, P/O Lot 8
and Section 55.12, Block 1, P/O Lot 8.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland, and State of New York, bounded and described as follows:

BEGINNING at a rebar on the Easterly side of West Street, distant 107.00 feet Southerly on a course of South 05 degrees 10 minutes 00 seconds West from the corner formed by the intersection of the Southerly side of Hoyt Street and the Easterly side of West Street; and running thence

South 81 degrees 30 minutes 00 seconds East, along the Southerly line of lands now or formerly of Orange and Rockland Utilities, Inc., of Samuel, of Taylor and Brown, and of Davis, 163.00 feet to a point; thence

South 05 degrees 10 minutes 00 seconds West, along the Westerly line of lands now or formerly of Haskestad and Hagane, 100.00 feet to a point; thence

North 81 degrees 30 minutes 00 seconds West, along the Northerly line of lands now or formerly of Sternhell, of Tallman Station Commons Corp., and of 56 West Street Management, 163.00 feet to a rebar on the Easterly side of West Street; and thence

North 05 degrees 10 minutes 00 seconds East, along the Easterly side of West Street, 100.00 feet to the point or place of Beginning.

Commonly known as 60 West Street, Spring Valley, New York 10977.

Tax Designation: Section 57.30, Block 1, Lot 31
F/K/A Section SV, Plot 231.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF:

By: [Signature]
LESZEK WOLANSKI

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On this 15th day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **LESZEK WOLANSKI**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
NOTARY PUBLIC

BRIAN A. SALVAY
Notary Public, State of New York
Registration No. 4900738
Qualified in Sullivan County
Commission Expires July 27, 2009

Ed Gorman, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
LAND TITLE ASSOCIATES
1978 MARCUS AVE
SUITE 210
LAKE SUCCESS, NY 11042

Return To :
LESZEK WOLANSKI
18 S MAIN ST
SPRING VALLEY, NY 10977

First GRANTOR

CHARLEY HOLDINGS LLC

First GRANTEE

WOLANSKI, LESZEK

Index Type : Land Records

Instr Number : 2005-00032523

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$117.00

Recording Pages : 3

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 6753
Deed Amount : \$0.00
RETT Amount : \$0.00

State of New York
County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

Total Fees : \$117.00

On (Recorded Date) : 06/16/2005
At (Recorded Time) : 11:00:37 AM



Doc ID - 013116460003

Ed Gorman

Ed Gorman, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JMT Printed On : 06/22/2005 At : 11:38:45AM

THIS INDENTURE, made the 11 day of May 2006. BETWEEN Charley Holdings LLC. with an address at 4 S MADISON Ave Spring Valley, N.Y. 10977 party of the first part, and

Leszek Wolanski with an address at 18 South Main St. Spring Valley N.Y. 10977 party of the second part, WITNESSETH, that the party of the first part, in consideration of dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869, and filed in the County Clerk's Office of Rockland County, April 15th, 1870". BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel a. Voorhis; THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church; THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks; THENCE Southerly along the same 75 feet to Lot No. 20; THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING.

PARCEL II ALL that certain plot, piece or parcel of land with the buildings and improvements, thereon erected, situate lying and being in Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows: BEGINNING at a point at the Northwest corner of the premises herein described marked by a railroad spike, which beginning point is the Northwest corner of the premises described in the deed dated August 4, 1959 running from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, recorded in the Rockland County Clerk's Office August 5, 1959 in Liber 700 of deeds page 382, and running from said beginning point (1) South 23 degrees 27 minutes West along the Easterly line South Madison Avenue (50 feet wide) a distance of 3 feet to a point on the Easterly side of South Madison Avenue; THENCE (2) in an Easterly direction 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid August 5, 1959 deed; RUNNING from Esther Koppelman to Marvin Shapiro and Marcia Shapiro; THENCE (3) North 66 degrees 33 feet West along the aforesaid Northerly boundary a distance of 53 feet more or less to the point or place of BEGINNING.

FOR CONVEYANCE ONLY BEING THE SAME PREMISES CONVEYED TO Craig Appelbaum who acquired title by a deed from AJK Realty LLP dated 11/22/2000, and recorded in Liber duly recorded on page. TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises. TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever. AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Handwritten signature of Joseph Klein above a horizontal line, with several other blank horizontal lines below it.

File Number: 2005-00032523 Seq: 2

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Rockland ss:
On the 11 day of May in the year 2005
before me, the undersigned, personally appeared

State of New York, County of _____ ss:
On the _____ day of _____ in the year _____
before me, the undersigned, personally appeared

Joseph Klein

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of _____ ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

_____ in _____
(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. LTA108305
Charley Holdings LLC,
TO
Leszek Wolanski

SECTION 57.47
BLOCK 1
LOT 75
COUNTY OR TOWN Rockland
STREET ADDRESS: 4 South Madison Avenue

Recorded at Request of
Land Title Associates

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
Land Title Associates
1979 Marcus Avenue
Suite 210
Lake Success, NY 11042

4282
4. S. Madison Ave
Spring Valley NY 10977

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

File Number: 2005-00032523 Seq: 3

Ed Gorman, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
LAND TITLE ASSOCIATES
1979 MARCUS AVE #210
LAKE SUCCESS, NY 11042

Return To :
LAND TITLE ASSOCIATES
1979 MARCUS AVE #210
LAKE SUCCESS, NY 11042

First GRANTOR

BEHR REALTY INC

First GRANTEE

CHARLEY HOLDINGS LLC

Index Type : Land Records

Instr Number : 2005-00040865

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$117.00

Recording Pages : 3

The Property affected by this Instrument is situated in Ramapo, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 7628

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$117.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 07/27/2005

At (Recorded Time) : 11:00:03 AM



Doc ID - 013217630003

Edward Gorman

Ed Gorman, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: NAM Printed On : 08/03/2005 At : 4:47:19PM

File Number: 2005-00040865 Seq: 1

THIS INDENTURE, made the 11 day of MAY 2005,

BETWEEN Behr Realty, Inc. with an address at 5 EMPS LAKE MOUSEY NY 10962

party of the first part, and

Charlay Holdings LLC with an address at 4 SOUTH MADISON AVENUE, SPRING VALLEY NY 10977

party of the second part,

WITNESSETH, that the party of the first part, in consideration of dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1866, and filed in the County Clerk's Office of Rockland County, April 15th, 1870".

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel s. Voorhis;

THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;

THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE Southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING.

PARCEL #1

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

BEGINNING at a point at the Northwest corner of the premises herein described marked by a railroad spike, which beginning point is the Northwest corner of the premises described in the deed dated August 4, 1959 running from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, recorded in the Rockland County Clerk's Office August 5, 1959 in Liber 700 of deeds page 382, and running from said beginning point (1) South 23 degrees 27 minutes West along the Easterly line South Madison Avenue (50 feet wide) a distance of 3 feet to a point on the Easterly side of South Madison Avenue;

THENCE (2) in an Easterly direction 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid August 5, 1959 deed;

RUNNING from Esther Koppelman to Marvin Shapiro and Marcia Shapiro;

THENCE (3) North 66 degrees 33 feet West along the aforesaid Northerly boundary a distance of 53 feet more or less to the point or place of BEGINNING.

FOR CONVEYANCE ONLY

BEING THE SAME PREMISES CONVEYED TO Craig Appelbaum who acquired title by a deed from AJK Realty LLP dated 11/22/2000, and recorded in Liber duly recorded on page.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

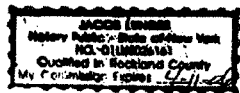
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

[Signature]

[Signature] JOSEPH KLEIN



NO R+R

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

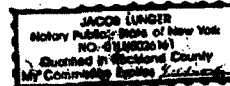
State of New York, County of Rockland ss: State of New York, County of ss:
On the 9 day of May in the year 2005 before me, the undersigned, personally appeared Joseph Klein
On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)



TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of ss:
On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

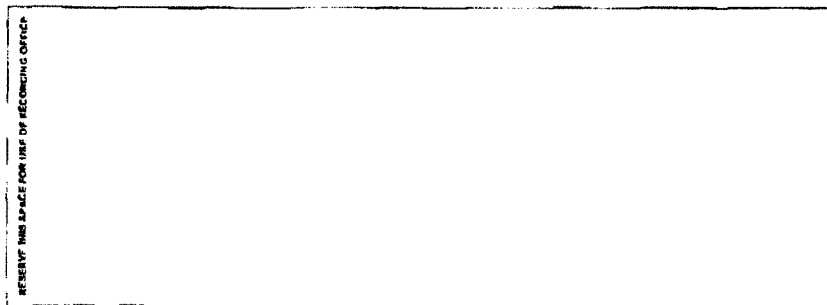
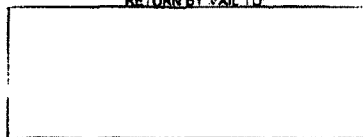
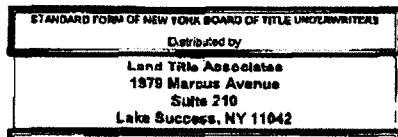
BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. LTA108305
Behr Realty Inc,
TO
Charley Holdings LLC

SECTION 57.47
BLOCK 1
LOT 75
COUNTY OR TOWN Rockland
STREET ADDRESS: 4 South Madison Avenue

Recorded at Request of Land Title Associates

RETURN BY MAIL TO:



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



ENVELOPE

ROCKLAND COUNTY, NEW YORK
Edward Gorman
RECORDING CERTIFICATE

INSTRUMENT ID: 2005-00019289

Type of Instrument: DEED

APPLEBAUM/ CRAIG
TO
BEHR REALTY INC

Received From: ROCKWEST ABSTRACT
301 NORTH MAIN STREET
SUITE 6
NEW CITY NY 10956-

Recording Charge: 120.00 Recording Pages: 4

** EXAMINED AND CHARGED AS FOLLOWS : **
** TRANSFER TAX ** 1,160.00 ** MTG/DEED AMOUNT ** 290,000.00

RS#: 5483

Mortgage#:

Original ID#:

Received Tax on Above Mortgage
Basic: .00
Special Addl: .00
Additional: .00
RC Mortgage: .00
Mortgage Tax Total: .00

Town:

Total Recording Fees: 1,280.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE
CLERK'S OFFICE FOR ROCKLAND COUNTY, NEW YORK

INSTRUMENT ID#: 2005-00019289
ON (Recorded Date): 04/08/05
AT (Time): 02:22
Operator Init: PLP



Edward Gorman

EDWARD GORMAN
County Clerk



File Number: 2005-00019289 Seq: 1

NY 205 - Mortgage and Sale Deed with Covenant against Clever's Act (Individual or Corporation) (Single Sheet) (NYR1) - 2002
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 15th day of March, in the year 2005
BETWEEN

Craig Applebaum
8 Golden Road
Montebello, NY 10901-3219

party of the first part, and

BEAR Realty Inc.
5 EMES LANE
MONSEY, NY 10952

party of the second part.
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Tax Map
Designation
Dist.
No. 57.47
Lot
75

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

Craig-10944

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Craig Applebaum Applebaum

USE THIS ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of Rockland) ss:
On the 1 day of March in the year 2005
before me, the undersigned, personally appeared
Craig Appelbaum, Applebaum
personally known to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument.
NOTARY PUBLIC, State of New York
No. 717700
Qualified in New York
Commission Expires on June 30, 2016

USE THIS ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of) ss:
On the day of in the year
before me, the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:

State of New York, County of) ss:
On the day of in the year
before me, the undersigned, personally appeared
the subscribing witness to the foregoing instrument, with whom I am
personally acquainted, who, being by me duly sworn, did depose and
say that he/she/they reside(s) in
(if the place of residence is in a city, include the street and street number,
if any, there-; if that he/she/they knows)
to be the individual described in and who executed the foregoing
instrument; that said subscribing witness was present and saw said
execute the same; and that said witness at the same time subscribed
his/her/their names as a witness thereto.

ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:

State of New York, County of) ss:
On the day of in the year
before me, the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument, and that said individual
made such appearance before the undersigned in the
(insert the city or other political subdivision and the state or country or
other place the acknowledgment was taken)

BARGAIN & SALE DEED
WITH COVENANTS AGAINST GRANTOR'S ACTS
TRK No. CR-10944

Appelbaum

TO

BEAR REALTY INC

ROCKWEST ABSTRACT LTD
301 NORTH MAIN ST
NEW CITY NY 10956

DISTRICT 57.47
SECTION 1
BLOCK 1
LOT 75
COUNTY OR TOWN Ramapo

RECORDED AT REQUEST OF
National Granite Title Insurance Agency, Inc.
RETURN BY MAIL TO

Daniel E. Bertolino, Esq.
495 S. Main Street
New City, N.Y. 10956

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

PARCEL 1

Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

Said Lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the County Clerk's Office of Rockland County on April 15, 1870."

BEGINNING at a point on the east line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and the Northwest corner of Lot No. 20, now or formerly owned by Rachel A. Veorhis

THENCE RUNNING northerly along the East line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley Methodist Church;

THENCE easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE southerly along the same 75 feet to Lot No. 20.

THENCE along Lot No. 20 westerly, now or formerly the lands of Veorhis, 112 feet to the point or place of BEGINNING.

PARCEL 2

At: that certain plot, piece or parcel of land, situate lying and being in the Village of Spring Valley in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point at the Southwest corner of the premises herein described marked by a railroad spike which beginning point is the Northwest corner of the premises described in the Deed dated August 4, 1959 running from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, recorded in the Rockland County Clerk's Office August 5, 1959 in Liber 700 of Deeds, Page 382 and running from said beginning point

1. South 23°27' West along the easterly line of South Madison Avenue (50 feet wide), a distance of 3 feet to a point on the easterly side of South Madison Avenue; THENCE

2. In an easterly direction 54 feet more or less to a point on the northerly boundary of the premises described in the aforesaid August 5, 1959 deed; RUNNING from Esther Koppelman to Marvin Shapiro and Marcia Shapiro, THENCE

3. North 66°33' West along the aforesaid northerly boundary, a distance of 53 feet more or less to the point or place of BEGINNING.

Page 83 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

CITIBANK NA
1111 NORTHPOINT DR COPPELL, TX 75019

First GRANTEE

WOLANSKI, LESZEK
18 S MAIN ST APT 2S SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2010-00021895

Orig Instr #: SU-2010-002212

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 06/17/2010

At (Recorded Time) : 12:00:00 AM



Doc ID - 020898090002

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: SILBERMD Printed On : 06/23/2010 At : 2:40:29PM

INDEX NO. 2212/10
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

CITIBANK, N.A.

PLAINTIFFS,
FILED

AGAINST

LESZEK WOLANSKI

JUN 17 2010

ROCKLAND COUNTY
CLERK'S OFFICE
36671403798

JUDGMENT	ON DEFAULT *	
AMOUNT CLAIMED IN COMPLAINT		\$ 163,494.03
LESS PMTS THRU		\$.00
BALANCE OF CLAIM AMOUNT DUE		\$ 163,494.03
INTEREST WAIVED		\$.00
ATTORNEYS FEES WAIVED		\$.00
		\$ 163,494.03
COSTS BY STATUTE		200.00
SERVICE OF SUMMONS & COMP		30.00
FILING OF SUMMONS & COMP		210.00
MOTION FEE		
PROSPECTIVE EXECUTION FEE		40.00
FILING OF JUDGMENT		
REQ JUD INT		
SATISFACTION PIECE		
	SUBTOTAL	480.00
	TOTAL	\$ 163,974.03
* PURSUANT TO FD CPA, PLEASE TAKE *		
* NOTICE THAT FORSTER & GARBUS LLP *		
* IS A DEBT COLLECTOR. *		

JUDGMENT ENTERED ON:

JUDGMENT IS RENDERED IN FAVOR OF THE
PLAINTIFF
CITIBANK, N.A.

1111 NORTHPOINT DR COPPELL TX 75019

AND AGAINST THE FOLLOWING DEFENDANT(S)
LESZEK WOLANSKI
18 S MAIN ST APT 2S
SPRING VALLEY NY 10977

AS HEREIN ABOVE COMPUTED IN THE SUM
OF \$163,974.03
AND IT IS ADJUDGED THAT THE PLAINTIFF
HAS EXECUTION THEREFORE.

PAUL PIPERATO
ROCKLAND COUNTY CLERK, CLERK

STATE OF NY, COUNTY OF SUFFOLK SS:
JOEL D. LEIDERMAN AFFIRMS TRUE UN-
DER PENALTY OF PERJURY: HE IS ASSOC
WITH PLAINTIFF'S ATTY, ADMITTED TO
PRACTICE IN NY; DISBURSEMENTS SPECI-
FIED HEREIN, HAVE BEEN OR WILL
NECESSARILY BE MADE OR INCURRED, ARE
REASONABLE IN AMOUNT; SERVICE OF
SUMMONS/VERIFIED COMPLAINT HAS BEEN
MADE UPON DEFENDANT BY PERSONAL/SUB
SERVICE AS APPEARS BY AFFIDAVIT
OR ACKNOWLEDGMENT OF SERVICE. THE
TIME OF DEFENDANT/S TO APPEAR
OR ANSWER HAS EXPIRED AND THE DE-
FENDANT/S HAVE NOT APPEARED OR AN-
SWERED. THIS AFFIRMATION IS MADE IN
COMPLIANCE WITH 50 USCS APPX SECS
501 ET SEQ AND N.Y.M.L. 300-328.
THE DEFENDANT IS NOT AT THE
PRESENT TIME IN THE MILITARY OR
NAVAL SERVICE OF THE USA OR OF
ANY ALLIED NATION OF THE USA AS
SUCH TERM IS DEFINED BY THE ACTS OF
CONGRESS. I BASE SUCH STATEMENTS
ABOVE UPON THE FACTS STATED IN THE
ATTACHED DOD MANPOWER DATA REPORT.
AFFIRMANT GAVE ADDITIONAL
NOTICE OF THIS ACTION TO DEFENDANTS
BY MAILING A COPY OF THE SUMMONS
IN FIRST CLASS POSTAGE PAID
ENVELOPES MARKED "PERSONAL AND
CONFIDENTIAL" WITH NO INDICATION
THAT IT WAS FROM AN ATTORNEY OR
CONCERNED AN ALLEGED DEBT
ON 4/21/10
BY DELIVERING IT TO AN EMPLOYEE OF
THE USPS AT OUR OFFICES (USPS
DOMESTIC MAIL MANUAL SEC. 507
SUB 6.0 ET. SEQ.)
THE ENVELOPES WERE ADDRESSED TO

LESZEK WOLANSKI

THE DEFENDANT/S AT
18 S MAIN ST APT 2S
SPRING VALLEY NY 10977

THIS BEING THE LAST KNOWN RESIDENCE
OF THE DEFENDANT/S.

MORE THAN 20 DAYS HAVE ELAPSED
SINCE THEN, AND THE SUMMONS SO
MAILED HAS NOT BEEN RETURNED BY THE
USPO AS UNDELIVERABLE.

I AFFIRM THE SUMMONS AND COMPLAINT
AND AFFIDAVIT (OR ACKNOWLEDGMENT)
HAVE BEEN FILED IN THIS COURT UNDER
THE ABOVE INDEX #.

DATED: 5/25/10

JOEL D. LEIDERMAN
FORSTER & GARBUS LLP, ATTYS FOR PLTF
500 BI CNTY BLV, FRMNGDL NY 631-393-9400

Page 85 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

EQUABLE ASCENT FINANCIAL LLC
1 NORTHBROOK PL NORTHBROOK, IL 60062

First GRANTEE

WOLANSKI, LESZEK
14 MUNICIPAL PLZ SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2010-00023458

Orig Instr #: SU-2010-003081

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 07/01/2010

At (Recorded Time) : 12:00:00 AM



Doc ID - 020963370002

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: SILBERMD Printed On : 07/07/2010 At : 4:22:46PM

Page 86 of 127

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

088123 - JUDGMENT
004106762 - ACCT NO.

EQUABLE ASCENT FINANCIAL, LLC

Court Index No. SU-2010-003081

Plaintiff

1008HR
MJRF NO 088123

against

JUDGMENT

LESZEK WOLANSKI

Defendant(s)

Amt claimed in complaint less payments on acct of \$0.00
Attorney's fees allowed
Interest From 02/11/10

\$10,713.85
WAIVED
\$0.00

FILED
JUL - 1 2010

ROCKLAND COUNTY
CLERK'S OFFICE

Costs by statute \$200.00
Service of summons and complaint..... \$4.00
Filing of summons and complaint..... \$210.00
Prospective execution fee..... \$0.00
Military Service Affidavit..... \$0.00
R.J.I. \$0.00
Transcript & Docketing..... \$0.00
Postage \$0.00
Filing Fee..... \$0.00

TOTAL \$10,713.85

\$414.00

TOTAL \$11,127.85

STATE OF NEW YORK, COUNTY OF NASSAU:

The undersigned, an attorney admitted to practice in the State of New York, associated with the attorneys for plaintiff, under penalties of perjury, affirms the following to be true: The disbursements specified above have been or will necessarily be made or incurred and are reasonable in amount: Defendant(s) have failed to appear, answer or move, and the time to do so has expired. Plaintiff is entitled to a judgment by default. Deponent deposited a copy of the Summons in separate post-paid envelopes in an official depository of the U.S. Postal Service in Syosset, NY addressed to each defendant's last known residence address set forth below, on the following dates respectfully: 04/15/10, in an envelope marked "Personal and Confidential" not indicating it was from an attorney or concerned an alleged debt. That more than twenty days have elapsed and the same have not been returned undeliverable by the U.S. Postal Service. That the attorneys for plaintiff are not employees of plaintiff but are of counsel.

Pursuant to affidavits of service on file herein, deponent alleges that defendants are not in military service.

THOMAS A. DREDGER, JR.
MULLOOLY, JEFFREY, ROONEY & FLYNN LLP
6851 JERICHO TPKE, STE 220, SYOSSET NY 11791-9036 (516)656-5300

Dated: June 3, 2010
JUDGMENT ENTERED ON:

JUL - 1 2010

ADJUDGED that EQUABLE ASCENT FINANCIAL, LLC
plaintiff, residing at ONE NORTHBROOK PLACE NORTHBROOK, IL 60062
recover of LESZEK WOLANSKI
14 MUNICIPAL PLZ, SPRING VALLEY, NY 10977

Defendants

the sum of \$10,713.85 with interest of \$0.00 making a total of \$10,713.85 together with \$414.00 costs and disbursements, amounting in all to \$11,127.85 and that plaintiff have execution therefore.

(jd10)

PAUL PIPERARO
Clerk
ROCKLAND COUNTY CLERK
Paul Piperaro

Page 87 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

CAPITAL ONE BANK USA NA
4851 COX ROAD GLEN ALLEN, VA 23060

First GRANTEE

WOLANSKI, LESZEK
64 S MAIN ST APT 1B SPRING VALLEY, NY 10977 5637

Index Type : Land Records

Instr Number : 2010-00025638

Orig Instr #: SU-2010-002494

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 07/15/2010

At (Recorded Time) : 12:00:00 AM



Doc ID - 021037850002

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: BH Printed On : 07/21/2010 At : 5:45:19PM

Page 88 of 127

N00000032788692
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
CAPITAL ONE BANK (USA), N.A.

000001350803
R & R File No. 823579
Client Acct: 4791242495248455
S 087 N

-against- Plaintiff
LESZEK WOLANSKI
COLLECTORS TEAM

FILED
JUL 15 2010

JUDGMENT
Index No. 10/2494

ROCKLAND COUNTY
CLERK'S OFFICE

Amount claimed in complaint	\$	2,469.75	
Interest on \$ 2,469.75 at 9.000% from 6/26/09 to 6/15/10		178.43	
			TOTAL \$ 2,648.18
Costs by Statute.....	\$	200.00	
Service of process.....		25.00	
Fee for Index Number.....		210.00	
Prospective execution fee.....		20.00	
			455.00
			TOTAL \$ 3,103.18

STATE OF NEW YORK, COUNTY OF SUFFOLK:
 The undersigned, an attorney admitted to practice in the State of New York, associated with the attorneys for plaintiff, under penalties of perjury, affirms the following to be true: The disbursements specified above have been or will necessarily be made or incurred and are reasonable in amount. Defendant(s) have failed to appear, answer or move herein, and the time to do so having expired, plaintiff is entitled to judgment by default. A copy of the summons was deposited on 3/25/10 (Deft 1) in a separate post paid envelope in an official depository of the United States Postal Service within New York State, addressed to each defaulting defendant's last known home address set forth herein. More than 20 days have elapsed and the envelope has not been returned as undeliverable by the post office.
 CPLR 4539(b) ALLOWS REPRODUCTION OF DOCUMENTS IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH THEREIN. THE DOCUMENTS SUBMITTED WITH THIS JUDGMENT ARE EITHER ORIGINALS OR IDENTICAL TO THE ORIGINAL. IF A REPRODUCTION, THE ORIGINAL WAS STORED ELECTRONICALLY IN A SYSTEM THAT CREATES TIF IMAGES AND RECORDS THEM IN A WORM (WRITE ONCE, READ MANY) CD SYSTEM. INFORMATION STORED IN A WORM CD SYSTEM CANNOT BE CHANGED ONCE IT IS RECORDED.
 Dated: June 15, 2010

 JOSEPH LATONA VALERIE WATTS
 RUBIN & ROTHMAN, LLC
 Attorneys for Plaintiff
 1787 Veterans Highway
 Islandia, N.Y. 11749
 (631) 234-1500

NOW, on motion of Rubin and Rothman, LLC, it is adjudged that CAPITAL ONE BANK (USA), N.A. located at 4851 COX ROAD, GLEN ALLEN, VA 23060 recover of LESZEK WOLANSKI residing at 64 S MAIN ST APT 1B, SPRING VALLEY, NY 10977-5637 the sum of \$ 3,103.18 and that the Plaintiff have execution therefor. Adjudged that the action is hereby severed and continued as to remaining defendant(s).

Dated: JUL 15 2010

 PAUL PIPERATI
 ROCKLAND COUNTY CLERK
 Clerk

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
JOSEPH OBERMEISTER

Return To :
JOSEPH OBERMEISTER

First GRANTOR

MIDDLETOWN CAPITAL LLC
127 BEVERLEY RD BK, NY 11218

First GRANTEE

KLEIN, JOSEPH
25 EISENHOWER AVE SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2016-00009644

Book : Page :

Type of Instrument : Transcript Of Judgment

Type of Transaction : Trans Judg

Recording Fee: \$10.00

Recording Pages : 3

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 04/05/2016

At (Recorded Time) : 9:25:00 AM



Doc ID - 0375469300003

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

<<< FEE >>> TRANSCRIPT OF JUDGMENT <<< FEE >>>

JUDGMENT DEBTOR
 SURNAME GIVEN NAME JOSEPH
 01 KLEIN

JUDGMENT CREDITOR
 NAME AND ADDRESS
 A MIDDLETOWN CAPITAL LLC
 127 BEVERLEY RD
 BK NY 11218

ATTORNEY FOR JUDGMENT CREDITOR
 NAME AND ADDRESS
 JOSEPH OBERMEISTER ESQ
 136B CEDARHURST AVE
 CEDARHURST NY 11516

25 EISENHOWER AVE 10977
SPRING VALLEY NY

FILED
APR - 5 2016
ROCKLAND COUNTY
CLERK'S OFFICE

JUDGMENT DOCKETED DATE: 01/05/2016

JUDGMENT RENDERED COURT: SUPREME COURT

COUNTY: KINGS

INDEX NO: 505111/15

DATE: 01/05/2016

HR & MIN: 15:08

DAMAGES COST TOTAL

\$ 3,658,918.00

AMOUNT OF JUDGMENT

STATE OF NEW YORK
COUNTY OF KINGS

I, NANCY T. SUNSHINE, CLERK OF THE COUNTY OF KINGS, HEREBY CERTIFY THAT THE ABOVE IS A CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS 3 DAY 8 20 16

Nancy T. Sunshine
 COUNTY CLERK, KINGS COUNTY

NO. 00097

<<< FEE >>> TRANSCRIPT OF JUDGMENT <<< FEE >>>

REMARKS: DATE AND MANNER OF CHANGE OF STATUS OF JUDGMENT

NO REMARKS FOR THIS RECORD

STATE OF NEW YORK
COUNTY OF KINGS

I, NANCY T. SUNSHINE, CLERK OF THE COUNTY OF KINGS, HEREBY CERTIFY THAT THE ABOVE IS A
CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS 3rd DAY 8 20 16

Nancy T. Sunshine
COUNTY CLERK, KINGS COUNTY

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 636-5221

Rockland County Clerk Recording Cover Sheet

Received From :
GREGORY S. WHITE

Return To :
GREGORY S. WHITE

First GRANTOR

WHITE, GREGORY S
49 BOULEVARD SUFFERN, NY 10901

First GRANTEE

KLEIN, JOE
25 EISENHOWER AVE SPRING VALLEY, NY 10977

Index Type : Land Records
Instr Number : 2010-00043241
Book : Page :

Type of Instrument : Transcript Of Judgment
Type of Transaction : Trans Judg
Recording Fee : \$15.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 12/14/2010

At (Recorded Time) : 12:44:00 PM



Doc ID - 021500190002

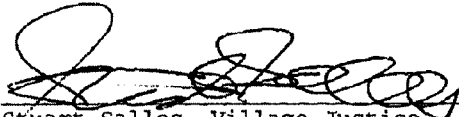
Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: COUNTER1 Printed On: 12/14/2010 At: 12:44:47PM

Transcript of Judgment

<p>JUDGMENT DEBTOR</p> <p>JOE KLEIN 25 EISENHOWER AVE. SPRING VALLEY, NY 10977</p>	<p>JUDGMENT CREDITOR</p> <p>GREGORY S. WHITE 49 BOULEVARD SUFFERN, NY 10901</p>
<p>AMOUNT OF JUDGMENT</p> <p>Damages: \$ 1167.97 Costs: \$ 0.00 Interest: \$ 0.00 Total: \$ 1167.97</p>	<p>JUDGMENT RENDERED</p> <p>Hon. Stuart Salles New Square Village Court County of Rockland State of New York Hearing: 03/22/2010 7:00PM Docketed: 12/14/2010 7:00PM Docket #: 09120008</p>
<p>REMARKS</p> <p style="text-align: center;">FILED DEC 14 2010 ROCKLAND COUNTY CLERK'S OFFICE</p>	<p>ATTORNEY FOR JUDGMENT CREDITOR</p>
<p>I, Stuart Salles, Village Justice of the New Square Village Court, County of Rockland, hereby certify that the above is a true and correct TRANSCRIPT from the docket of judgments in my office. In testimony whereof, I have hereunto set my name and affixed my official seal.</p> <p>Dated: March 23, 2010</p> <p style="text-align: center;"> Stuart Salles, Village Justice</p> <p>This is to certify that there are no pending income executions, or garnishee executions, outstanding in the above entitled action.</p> <p>Dated: _____ Judgment Creditor</p>	

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
GERARD AMALFITANO

Return To :
GERARD AMALFITANO

First GRANTOR

EWING AVENUE CORP
PO BOX 223 MAHWAH, NJ 07430

First GRANTEE

KLEIN, JOSEPH
4 MUNICIPAL PLAZA SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2013-00013724

Book : **Page :**

Type of Instrument : Transcript Of Judgment

Type of Transaction : Trans Judg

Recording Fee : \$10.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 04/17/2013

At (Recorded Time) : 9:27:00 AM



Doc ID - 026899530002

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: SS Printed On : 04/17/2013 At : 9:27:58AM

www.blumentop.com

TRANSCRIPT OF JUDGMENT

Case Name: KLEIN JOSEPH
Ewing Square LLC
Ewing Realty Equities LLC

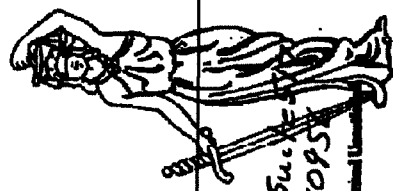
JUDGMENT NUMBER: FILED
APR 17 2013
ROCKLAND COUNTY CLERK'S OFFICE

Debtors Address: 4 Municipal Plaza
Spring Valley, NY 10977
4 Municipal Plaza
Spring Valley, NY 10977
4 Municipal Plaza
Spring Valley, NY 10977

Amount of Judgment: Damages \$ 41,530.00
INTEREST
To FEB 28, 2013 225.00
Costs \$ 447.20
Total \$ 42,202.20

JUDGMENT DECKED: COURT JUSTICE SPRING VALLEY
COUNTY ROCKLAND
DATE FEBRUARY 7, 2013

JUDGMENT CREDITOR: Ewing Avenue Corp
Address: PO Box 223 MAHWAH NJ 07430



Attorney for Judgment Creditor: GERARDI ANGLITANO
Address: 254 So Main St. Suite 200 NEW CITY NY 10958
EXECUTION

When Entered: SATURDAY
How and to What Extent: Not and to What Extent

STATE OF NEW YORK, County of Rockland
I, Angela S. Sanger, Clerk, Judge or Justice of the County of Rockland
hereby certify that the above is a correct Transcript from the Docket of Judgments in my office.
In testimony Whereof, I have hereunto set my name and official seal this 17th day of April, 2013.
*State and necessary words

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

First GRANTOR

BROOKER ENGINEERING PLLC
76 LAFAYETTE AVE SUFFERN, NY 10901

First GRANTEE

EMPIRE MANAGEMENT SERVICES
4 MUNICIPAL PLAZA SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2014-00021820

Orig Instr #: SU-2011-033824

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee: \$0.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 08/13/2014

At (Recorded Time) : 2:40:44 PM



Doc ID - 033396370002

Paul Piperato, County Clerk



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index No.: 033824/2011

-----X
BROOKER ENGINEERING, PLLC,

Date Summons with Notice filed on:
11/21/2011

Plaintiff,

Assigned to Hon. Margaret Garvey

-against-

JOSEPH KLEIN d/b/a EMPIRE MANAGEMENT
SERVICES,

**STATEMENT OF JUDGMENT
AND BILL OF COSTS**

Defendant(s).

Amount awarded by Hon. Margaret Garvey, J.S.C.	\$11,987.50
Statutory interest from 10/10/2007	\$ 7,372.31
Total <i>ad damnum</i> plus interest	\$19,359.81

Costs by statute (CPLR §8201[2] & §8202)	\$ 300.00
Filing of Summons with Notice (CPLR §8301[a][12])	\$ 210.00
Service of Summons with Notice on one Defendant (CPLR §8301[d])	\$ 60.00
Request for Judicial Intervention (RJ) and Note of Issue Fees (CPLR §8301[a][12])	\$ 125.00
Motion to the Court for an Order to Enter Judgment Fee (CPLR §8301[a][12])	\$ 45.00
"Motion" Fee for Submission of Statement of Judgment (CPLR §8301[a][7])	\$ 45.00
Issuance of Transcript of Judgment & Docketing in _____ County (CPLR §8301[a][7])	\$
Prospective Sheriff's fees & mileage for receiving & returning one Execution (CPLR §8301[a][8])	\$ 35.00
Total costs and disbursements	\$ 820.00

DENNIS D. MICHAELS, an attorney duly licensed to practice law in the State of New York, hereby affirms under penalty of perjury that I am the attorney for Plaintiff in the above-captioned action, BROOKER ENGINEERING, PLLC ("Plaintiff"), the foregoing costs and disbursements have been actually made, or will be necessarily incurred, herein by or on behalf of Plaintiff, and such costs and disbursements are correctly stated, and are for reasonable and necessary expenses in this action.

Dated: August 13, 2014
Nyack, New York


DENNIS D. MICHAELS

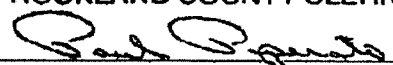
Judgment, in the sum of \$11,987.50, having been ordered and granted in favor of Plaintiff, and against Defendant in the above-captioned action, JOSEPH KLEIN d/b/a EMPIRE MANAGEMENT SERVICES ("Defendant"), by Decision and Order (one paper) of Hon. Margaret Garvey, J.S.C., of this Court, on 06/16/2014;

NOW, ON MOTION OF DENNIS D. MICHAELS, ESQ., attorney for Plaintiff, it is ORDERED, ADJUDGED AND DECREED that Plaintiff, BROOKER ENGINEERING, PLLC, with a principal office located at 76 Lafayette Avenue, Suffern, New York 10901, recovers of Defendant, JOSEPH KLEIN d/b/a EMPIRE MANAGEMENT SERVICES, with last known addresses of 25 Eisenhower Avenue, Apt. #1, and 4 Municipal Plaza, Spring Valley, New York 10977, the sum of \$11,987.50 as the amount claimed, with \$7,372.31 interest thereon, and the sum of \$820.00 for costs and disbursements as taxed, amounting in all to the total sum of \$20,179.81, and that Plaintiff have Execution therefor.

Judgment entered this _____ day of _____, 2014

Aug 13 2014

ROCKLAND COUNTY
CLERK'S OFFICE

PAUL PIPERATO
ROCKLAND COUNTY CLERK

CLERK

File Number: 2014-00021820 Seq: 2

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

CROWN ASSET MANAGEMENT LLC
3355 BRECKINRIDGE BLVD SUITE 132 DULUTH, GA 30096

First GRANTEE

KLEIN, JOSEPH
18 AUGUSTA AVENUE MONSEY, NY 10952

Index Type : Land Records

Instr Number : 2007-00049115

Orig Instr #: SU-2007-05814

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 2

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 09/26/2007

At (Recorded Time) : 12:00:00 AM



Doc ID - 017701230002

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MBR Printed On : 10/01/2007 At : 10:30:37AM

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ROCKLAND

CROWN ASSET MANAGEMENT, LLC
Plaintiff's Address:
3355 BRECKINRIDGE BLVD SUITE 132
DULUTH, GA 30096

Index No. SU2007-05814

against

Plaintiff
JUDGMENT ON DEFAULT FILED SL

JOSEPH KLEIN
18 AUGUSTA AVE
MONSEY, NY 10952

SEP 24 2007

ROCKLAND COUNTY
CLERK'S OFFICE

Defendant(s)

Amount claimed in complaint	\$	4026.59
Less Attorney fees claimed [waived]	\$	-525.21
Less Payments Made	\$	0.00
<hr/>		
(Suit Amount Less Payments)	\$	3501.38
Interest @ 9% on \$3188.55 from 07-13-2007	\$	47.17
<hr/>		
Sub Total (Suit Amount and Interest Less Payments)	\$	3548.55

Costs By Statute	\$200.00	
Service Of Summons & Complaint	\$ 5.00	
Non-Military Affidavit	\$ 5.00	
Index Number	\$210.00	
Total Fees and Cost Taxed at	\$	420.00

Total \$ 3968.55

KERRY LUTZ, a partner of the firm Mel S Harris And Associates, LLC, attorneys of record for the plaintiff; affirms under the penalties of perjury that service of the summons and complaint has been made; that the disbursements specified herein have been or will necessarily be incurred and are reasonable in amount; that the time for the defendant(s) to appear or answer has expired and the plaintiff is entitled to judgment by default.

On 8/16/2007 affirmant mailed in a properly addressed and sealed envelope by first class mail a copy of the summons and complaint. Such envelope was deposited in an official depository of the U.S. Postal Service within the State of New York, to the defendant(s) herein at said defendant(s) last known residence address: JOSEPH KLEIN 18 AUGUSTA AVE MONSEY, NY 10952. Said envelope was marked "personal and confidential" not indicating that it was from an attorney or concerning an alleged debt. Same has not been returned. Said mailing herein was not less than twenty (20) days prior to the submission of this judgment for entry.

This action is against a natural person based on nonpayment of a contractual obligation. The summons and complaint contained and displayed at the top thereof the words, legend and caveat required by Sec (D) (F) of N.Y.C.C.R.208.6 This affirmation is also made in compliance with the Soldiers and Sailors Civil Relief Act of 1940 and amendments, and the N.Y.S. Soldiers and Sailors Relief Act of 1951; the said defendant(s) is (are) not at the present time in the Military Service of the U.S. and my belief is based upon the facts stated in the Non Military Affidavit heretofore filed herein.

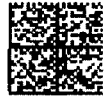
Dated: New York, N.Y.: 09-11-2007

~~Mej S Harris And Associates, LLC~~
~~Attorneys for plaintiff~~

5 Hanover Square 8FL, New York, NY 10004 Tel: (212) 571-4900
Judgment is rendered in favor of CROWN ASSET MANAGEMENT, LLC residing at 3355 BRECKINRIDGE BLVD SUITE 132 DULUTH, GA 30096, against JOSEPH KLEIN, whose respective address(s) is/are 18 AUGUSTA AVE MONSEY, NY 10952 in the sum of \$3501.38 with interest of \$47.17 and with the sum of \$420.00 costs and disbursements, amounting in all to the sum of \$3968.55 and it is adjudged that the plaintiff have execution therefor.

JUDGMENT ENTERED ON: **SEP 26 2007** CLERK _____

PAUL PIPERATO
ROCKLAND COUNTY CLERK
Paul Piperato



746684-1 / CROWN2 / 340774

7839/1

SCHEDULE "B"

JOAN M. FACELLE, M.D., AS
COMMISSIONER OF HEALTH OF
THE ROCKLAND COUNTY HEALTH
DISTRICT
50 SANATORIUM ROAD
POMONA, NY 10970

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

COUNTY OF ROCKLAND
11 NEW HEMPSTEAD ROAD
NEW CITY, NY 10956

Subordinate lien holder by virtue of judgment attached.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

ORANGE AND ROCKLAND
UTILITIES
390 WEST ROUTE 59
SPRING VALLEY, NY 10977

Subordinate lien holder by virtue of judgment (attached) against prior owner, Joseph Klein, in the amount of \$4,495.45 recorded on June 15, 2012, in Instrument Number 2012-00022293.

Said judgment(s) is/are inferior to the Plaintiff's mortgage recorded in Instrument Number 2005-00029673 on June 1, 2005, and which is further inferior to any amounts secured by the "Loan Modification Agreement" inasmuch as all funds were due and owing pursuant to the original mortgage recorded on June 1, 2005, in Instrument Number 2005-00029673.

Page 77 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

RC DEPARTMENT OF HEALTH-COMMISSIONER
50 SANATORIUM RD POMONA, NY 10970

First GRANTEE

WOLANSKI, LESZEK
4 MUNICIPAL PLAZA SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2008-00008619

Orig Instr #: SU-2007-10959

Book : Page :

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 3

Recorded Information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 02/21/2008

At (Recorded Time) : 12:00:00 AM



Doc ID - 018019700003

Paul Piperato

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: BH Printed On : 02/28/2008 At : 10:26:58AM

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----x
JOAN H. FACELLE, M.D., as Commissioner of
Health of the Rockland County Health District
And the COUNTY OF ROCKLAND,

DEFAULT JUDGMENT

Plaintiffs,

Index No. 10959/07

FILED

-against-

FEB 21 2008

LESZEK WOLANSKI,

ROCKLAND COUNTY
CLERK'S OFFICE

-----x

The summons and complaint in the above-entitled action having been served upon the defendant on or about the 6th day of December, 2007 by personal service, pursuant to CPLR Section 308 and the time for said defendant to appear, answer or raise an objection to the complaint in point of law having expired, and said defendant not having appeared, answered or raised any objection to the complaint in point of law.

NOW, upon the summons and complaint, proof of service thereof, the affirmation of THOMAS E. WALSH, II, ESQ., duly subscribed and dated the 14th day of February, 2008, and upon motion of THOMAS E. WALSH, ESQ., Assistant County Attorney, associated with the Office of the County Attorney, County of Rockland, attorney for plaintiffs, it is

ORDERED, ADJUDGED and DECREED, that the plaintiff, JOAN H. FACELLE, M.D., as Commissioner of Health of the Rockland County Health District, with offices located at 50 Sanatorium Road, Pomona, New York 10970, and the plaintiff,

COUNTY OF ROCKLAND, with offices at 11 New Hempstead Road, New City, New York 10956, do recover of the defendant LESZEK WOLANSKI., residing at 4 Municipal Plaza, Spring Valley, New York 10977 the sum of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS, with interest thereon from the 21st day of March, 2007, the sum of Eighty two and 50/100 - (\$ 82.50) DOLLARS, and thus making a total sum of \$1082.50 DOLLARS, and have execution therefore.

FEB 21 2008

JUDGMENT entered this _____ day of February, 2008.

PAUL PIPERATO
ROCKLAND COUNTY CLERK

Paul Piperato
COUNTY CLERK, ROCKLAND COUNTY

Page 80 of 127

Paul Piperato, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :

Return To :

First GRANTOR

RC DEPARTMENT OF HEALTH-COMMISSIONER
50 SANATORIUM RD POMONA, NY 10970

First GRANTEE

WOLANSKI, LESZEK
4 MUNICIPAL PLAZA SPRING VALLEY, NY 10977

Index Type : Land Records

Instr Number : 2009-00003629

Orig Instr #: SU-2008-013013

Book : **Page :**

Type of Instrument : Judgment

Type of Transaction :

Recording Fee : \$0.00

Recording Pages : 3

Recorded information

State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 02/05/2009

At (Recorded Time) : 12:00:00 AM



Doc ID - 018822450003

Paul Piperato, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: BH Printed On : 02/06/2009 At : 5:32:07PM

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----X
JOAN H. FACELLE, M.D., as Commissioner of
Health of the Rockland County Health District
And the COUNTY OF ROCKLAND,

DEFAULT JUDGMENT

Plaintiffs,

Index No. 13013/08

-against-

LESZEK WOLANSKI,

Defendant.

FILED

FEB 5 2009

ROCKLAND COUNTY
CLERK'S OFFICE

-----X
The summons and complaint in the above-entitled action having been served upon the defendant on or about the 22nd day of December, 2008 by personal service, pursuant to CPLR Section 308 and the time for said defendants to appear, answer or raise an objection to the complaint in point of law having expired, and said defendant not having appeared, answered or raised any objection to the complaint in point of law.

NOW, upon the summons and complaint, proof of service thereof, the affirmation of FINA DEL PRINCIPIO, ESQ., duly subscribed and dated the 2nd day of February, 2009, and upon motion of FINA DEL PRINCIPIO, ESQ., Chief Assistant County Attorney, associated with the Office of the County Attorney, County of Rockland, attorney for plaintiffs, it is

ORDERED, ADJUDGED and DECREED, that the plaintiff, JOAN H. FACELLE, M.D., as Commissioner of Health of the Rockland County Health District, with offices located at 50 Sanatorium Road, Pomona, New York 10970, and the plaintiff;

COUNTY OF ROCKLAND, with offices at 11 New Hempstead Road, New City, New York 10956, do recover of the defendant LESZEK WOLANSKI, residing at 4 Municipal Plaza, Spring Valley, NY 10977, in the sum of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS, with interest thereon from the 18th day of June, 2008 in the sum of \$ 57.00 (\$) DOLLARS, and thus making a total sum of \$1,057.00 DOLLARS, and have execution therefore.

JUDGMENT entered this FEB - 5 - 2009, 2009.

PAUL PIPERATO
ROCKLAND COUNTY CLERK



COUNTY CLERK, ROCKLAND COUNTY

SCHEDULE "C"



ADJUSTABLE RATE NOTE
(12-MTA Index - Payment and Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 110% OF THE ORIGINAL AMOUNT (OR \$ 374,000.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THIS NOTE OR ANY RIDER TO THIS NOTE. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

May 11, 2005 BROOKLYN New York
(City) (State)
4 SOUTH MADISON AVENUE, RAMAPO, NY 10977
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 340,000.00 plus any amounts added in accordance with Section 4 (G) below, (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Washington Mutual Bank, FA. I will make all payments under this Note in form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid Principal until the full amount has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 6.124 %. Thereafter until the first Change Date (as defined in Section 4 of this Note) I will pay interest at a yearly rate of 1.650 %. The interest rate required by this Section 2 and Section 4 of this Note is the Rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making payments every month. In this Note, "payments" refer to Principal and interest payments only, although other charges such as taxes, insurance and/or late charges may also be payable with the monthly payment.

I will make my monthly payments on 1st day of each month beginning on July, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on June 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at 9451 CORBIN AVE, NORTHRIDGE, CA 91324, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,198.04, unless adjusted at an earlier time under Section 4(H) of this Note.

(C) Payment Changes

My monthly payment will be recomputed, according to Sections 4(E)(F)(G)(H) and (I) of this Note, to reflect changes in the Principal balance and interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may further change on the 1st day of July, 2005, and on that day every month thereafter. Each such day is called a "Change Date".

(B) The Index

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of 15 days before each interest rate Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three & Sixty-Two-Hundredths percentage points 3.620 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the next higher 1/8 of 1%.

(D) Interest Rate Limit

My interest rate will never be greater than Ten & Seventy-Seven-Hundredths percentage points 10.770 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commencing July 1, 2005, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected principal balance I am expected to owe as of the Payment Change Date in full on the Maturity Date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of this Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the principal payment and does not apply to any escrow payments Lender may require under the Security Instrument.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a principal reduction of the Note.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to 110% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 110% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid Principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(K) Failure to Make Adjustments

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial Prepayment of unpaid Principal.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will apply all of my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may have the effect of reducing the amount of my monthly payments, but only after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount

[REDACTED]

necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Miscellaneous Fees: I understand that the Note Holder will also charge a return item charge in the event a payment that I make in connection with repayment of this loan is not honored by the financial institution on which it is drawn. The current fee is \$ 15.00. Lender reserves the right to change the fee from time to time without notice except as may be required by law.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 10 days after the date on which the notice is delivered or mailed to me (or, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given the Borrower).

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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


10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Transfer of the Property or a Beneficial Interest in Borrower.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) the request to assume is made after one year following recordation of the Deed of Trust, (b) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (c) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (e) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption and Lender may increase the maximum rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written Assumption Agreement with transferee and formally releases Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. MISCELLANEOUS PROVISIONS

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical or ministerial mistake, calculation error, computer error, printing error or similar error (collectively "Errors"), I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such Errors and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such Errors.

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver

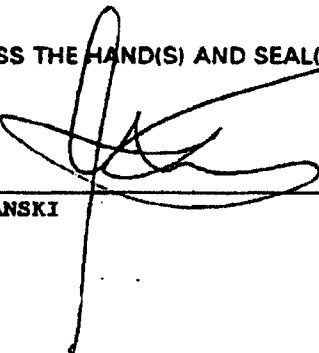




to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purposes.

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

x
LESZEK WOLANSKI



Pay to the order of

Without Recourse
Washington Mutual Bank, FA


Cynthia A. Riley, Vice President

Prepayment Fee Note Addendum

This Note Addendum is made this 11th day of May, 2005 and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned (the "Borrower") in favor of Washington Mutual Bank, FA (the "Lender") and dated as of even date herewith (the "Note").

This Note Addendum amends the provision in the Note regarding the Borrower's right to prepay as follows:

BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal before they are due. Any payment of principal, before it is due, is known as a "prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment." A prepayment of the full amount of the unpaid principal is known as a "full prepayment."

If I make a full prepayment, I may be charged a fee as follows:

If Noteholder receives a prepayment on or before the first anniversary of the date of the Note, the Prepayment Fee shall be equal to three percent (3.000 %) of the original loan amount. If Noteholder receives prepayment after the first anniversary but on or before the Second anniversary of the date of the Note, the prepayment fee shall be Two percent (2.000 %) of the original loan amount. If Noteholder receives prepayment after the second anniversary but on or before the Third anniversary of the date of the Note, the prepayment fee shall be One percent (1.000 %) of the original loan amount. Thereafter, prepayment of the Note shall be permitted without any Prepayment Fee.

The Prepayment Fee shall be payable upon a full prepayment, voluntary or involuntary, including but not limited to a prepayment resulting from Noteholder's permitted acceleration of the balance due on the Note. Notwithstanding the foregoing, nothing herein shall restrict my right to prepay at any time without penalty accrued but unpaid interest that has been added to principal.

Notwithstanding the foregoing, Lender shall not impose a Prepayment Fee in the event that:

- a) The loan is fully prepaid as result of disposing of the security property and Borrower obtains a new loan from Lender to purchase another property. The prepayment of the loan must occur simultaneously with the origination of the new loan; and
- b) such prepayment occurs no earlier than the first anniversary of the date of the Note.

Nothing herein shall be deemed to be a commitment by Lender to make Borrower another loan. Borrower understands and agrees that should Borrower want to obtain a new loan from Lender, Borrower must meet all underwriting and other requirements of Lender in effect at the time Borrower applies for the new loan.



When I make a full or partial prepayment I will notify the Noteholder in writing that I am doing so. Any partial prepayment of principal shall be applied to interest accrued on the amount prepaid and then to the principal balance of the Note which shall not reduce the amount of monthly installments of principal and interest (until reamortized as set forth in the Note at the next Payment Change Date) nor relieve me of the obligation to make the installments each and every month until the Note is paid in full. Partial prepayments shall have no effect upon the due dates or the amounts of my monthly payments unless the Noteholder agrees in writing to such changes.

NOTICE TO THE BORROWER

Do not sign this Note Addendum before you read it. This Note Addendum provides for the payment of a Prepayment Fee if you wish to repay the loan prior to the date provided for repayment in the Note.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note Addendum.

X _____
LESZEK WOLANSKI

A handwritten signature in black ink, appearing to read 'LESZEK WOLANSKI', written over a horizontal line. The signature is stylized and extends above and below the line.

SCHEDULE "D"

Ed Gorman, County Clerk
1 South Main St Ste 100
New City, NY 10956
(845) 638-5221

Rockland County Clerk Recording Cover Sheet

Received From :
LAND TITLE ASSOCIATES
1979 MARCUS AVENUE SUITE 210
LAKE SUCCESS, NY 11042

Return To :
WASHINGTON MUTUAL BANK FA X
12891 PALA DRIVE MS 156DPCA
GARDEN GROVE, CA 92841

First GRANTOR

WOLANSKI, LESZEK

First GRANTEE

WASHINGTON MUTUAL BANK FA

Index Type : Land Records

Instr Number : 2005-00029673

Book : Page :

Type of Instrument : Mortgage
Type of Transaction : Mig Type B

Recording Fee : \$114.00

Recording Pages : 29

The Property affected by this instrument is situated in Ramapo, in the County of Rockland, New York

Mortgage Taxes

Property Located : Ramapo

Serial Number : CW3544

Mortgage Amount : \$374,000.00

Basic Tax : \$1,870.00

Local Tax : \$935.00

Additional Tax : \$1,092.00

Transportation Auth Tax : \$935.00

SONYMA : \$0.00

Total : \$4,832.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 06/01/2005

At (Recorded Time) : 10:55:55 AM

Total Fees : \$4,946.00



Doc ID - 013084580029

Ed Gorman

Ed Gorman, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: HAH Printed On : 06/08/2005 At : 4:53:52PM

AFTER RECORDING RETURN TO:

Washington Mutual Bank, FA
C/O ACS IMAGE SOLUTIONS
12691 PALA DRIVE MS156DPCA
GARDEN GROVE, CA 92641

SPACE ABOVE THIS LINE FOR RECORDING DATA

BENZION FRANKEL

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated May 11, 2005, together with all Riders to this document, will be called the "Security Instrument."
(B) "Borrower." LESZEK WOLANSKI

whose address is 18 SOUTH MAIN STREET, SPRING VALLEY, NY 10977 sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." Washington Mutual Bank, FA, a federal association will be called "Lender." Lender is a corporation or association which exists under the laws of United States of America. Lender's address is 400 East Main Street Stockton, CA 95290.

(D) "Note." The note signed by Borrower and dated May 11, 2005, will be called the "Note." The Note shows that I owe Lender Three Hundred Forty Thousand & 00/100

Dollars (U.S. 340,000.00) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by June 1, 2035.

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

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

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

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

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

NEW YORK
73234 072-011

PROPERTY: 4 South Madison Avenue Ramapo, N.Y.
Block 1, Lot 75, section 57.47.
§ 270.2.1 07 B-A-25

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

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

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

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

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

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

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

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

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

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

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



Land Title Associates
Issued on behalf of *Old Republic National Title Insurance Company*

Title No.:

SCHEDULE A
Legal Description

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869, and filed in the County Clerk's Office of Rockland County, April 15th, 1870".

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel a. Voorhis;

THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;

THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE Southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING;

SAID PREMISES are also known and designated as 4 South Madison Avenue, Spring Valley, NY





DESCRIPTION OF THE PROPERTY

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

(A) The Property which is located at 4 SOUTH MADISON AVENUE
[Street]
RAMAPO, New York 10977
[City, Town or Village] [Zip Code]

This Property is in Rockland County. It has the following legal description:

ATTACHED EXHIBIT "A"

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all proceeds of insurance for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

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

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

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

PLAIN LANGUAGE SECURITY INSTRUMENT

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

COVENANTS

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay. I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note.

I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

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

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

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

First, to pay any interest due under the Note;

Next, to pay principal due under the Note; and

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

Such payments will be applied to each Periodic Payment in the order in which it became due. Any remaining amounts will be applied as follows:

First, to pay any late charges;

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

Next, to reduce the principal balance of the Note.

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

late charges due.

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

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

3. Monthly Payments for Taxes and Insurance.

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

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

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

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

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

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Funds I will have to pay by using

[REDACTED]

existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

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

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

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

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

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

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

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

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

[REDACTED]


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

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

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

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that are due, paid or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby


waives, to the full extent allowed by law, all of Borrower's rights to receive any and all such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whatsoever, and (e) any and all funds received or receivable in connection with any damage to such property, resulting from any cause or causes whatsoever, including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

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

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

The amount paid by the insurance company for loss or damage to the Property is called "proceeds." Unless Lender and I otherwise agree in writing, any proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such insurance proceeds will be applied in the order provided for in Section 2. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any insurance proceeds in an amount not greater than the amounts unpaid under the Note and this

[REDACTED]

Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property. If the rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

(a) **Maintenance and Protection of the Property.** I will not destroy, damage or harm the Property, or remove or demolish any building thereon, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good condition and repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property in good and workmanlike manner if damaged to avoid further deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. If insurance or condemnation (as described in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient, and workmanlike manner in accordance with all applicable laws.

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

Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgement, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or

ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender, payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

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

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

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

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

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

10. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the

[REDACTED]

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

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "loss reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The loss reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the loss reserve. Lender can no longer require loss reserve payments if: (a) Mortgage Insurance coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

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

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

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

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

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

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

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

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

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

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

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

[REDACTED]

in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction in Lender's interest in the Property are assigned, and will be paid, to Lender.

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

12. Continuation of Borrower's Obligations And of Lender's Rights. This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any successor in interest to Borrower and Lender.

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

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

(b) Lender's Rights. Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable

[REDACTED]

Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any

Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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

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

If Borrower or any successor in interest to Borrower files (or has filed against Borrower or any successor in interest to Borrower) a bankruptcy petition under Title 11 or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the Court shall be paid to Lender on post-petition arrears.

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

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

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

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

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

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

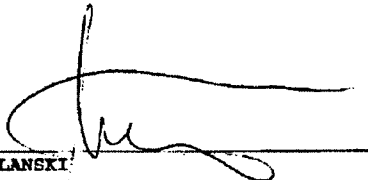
24. Agreements About New York Lien Law. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund;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

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

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

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 19 of this Security Instrument and in any Rider signed by me and recorded with it.



X
LESZEK WOLANSKI 

(Space Below This Line For Acknowledgment)

STATE OF NEW YORK,)
County of Rockland) ss:

On the 11 day of May in the year 2005 before me, the undersigned personally appeared Leszek Wolanski

personally known to me or proved to me on the basis of satisfactory evidence to be individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of Individual taking acknowledgment

ALAN H. FIN
Notary Public, State of New York
No. 2440135
Qualified in Rockland County
Commission Expires April 15, 2009

**ADJUSTABLE RATE RIDER
(12-MTA Index - Payment and Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 11th day of May, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4 SOUTH MADISON AVENUE, RAMAPO, NY 10977
(Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 110% OF THE ORIGINAL AMOUNT (OR \$ 374,000.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 6.124%. Thereafter until the first Change Date (as defined in Section 4 of the Note) I will pay interest at a yearly rate of 1.650%. The interest rate I will pay will thereafter change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the 1st day of July, 2005, and on that day every month thereafter. Each such day is called a "Change Date".

(B) The Index

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Interest Rate Change

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three & Sixty-Two-Hundredths percentage points 3.620 % ("Margin") to Current Index. The Note Holder will then round the result of this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). The difference will be rounded to the next higher 1/8 of 1%.

(D) Interest Rate Limit

My interest rate will never be greater than 10.770 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commencing July 1, 2006, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the

[REDACTED]

amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

(H) Limit on My Unpaid Principal; Increased Monthly Payment


My unpaid Principal can never exceed a maximum amount equal to 110% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 110% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my



monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

(K) Failure to Make Adjustments

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid "Principal."

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the

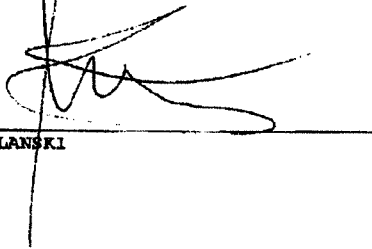


transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement with transferee and formally releases Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

X
LESZEK WOLANSKI



**1-4 FAMILY RIDER
Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 11th day of May, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Washington Mutual Bank, FA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4 SOUTH MADISON AVENUE, RAMAPO, NY 10977
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now and hereafter attached to the Property to the extent they are fixtures added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classifications, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this Paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Borrowers absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.



Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

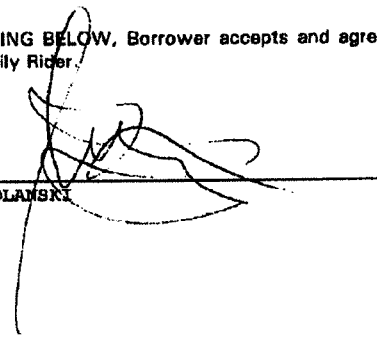
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION.

Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

X _____
LESZEK WOLANSKI



Page 72 of 127

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
NATIONWIDE TITLE CLEARING INC
2100 ALTERNATE 19 NORTH
PALM HARBOR, FL 34683

Return To :
NATIONWIDE TITLE CLEARING INC
2100 ALTERNATE 19 NORTH
PALM HARBOR, FL 34683

Method Returned : ERECORDING

First GRANTOR

FEDERAL DEPOSIT INSURANCE CORP-RECEIVER

First GRANTEE

JPMORGAN CHASE BANK NA

Index Type : Land Records

Instr Number : 2014-00024976

Orig Instr #: 2005-00029673

Book : Page :

Type of Instrument : Assignment Of Mortgage

Type of Transaction : Asmt-Release

Recording Fee: \$50.50

Recording Pages : 2

Recorded Information

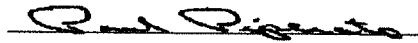
State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 09/17/2014

At (Recorded Time) : 9:44:00 AM



Paul Piperato, County Clerk



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

Loan #: [REDACTED]



ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), WHOSE ADDRESS IS 1601 BRYAN STREET, DALLAS, TX 75201, AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, (ASSIGNOR) by these presents does convey, grant, assign, transfer and set over the described Mortgage, as the same has not been consolidated, extended or modified, with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Mortgage dated 05/11/2005, made by LESZEK WOLANSKI to WASHINGTON MUTUAL BANK, FA in the principal sum of \$340,000.00 and recorded on 06/01/2005 in Liber , Page , CRFN # 2005-29673 in the office of the Registry of ROCKLAND County, NY.

Property commonly known as: 4 SOUTH MADISON AVENUE, RAMAPO, NY 10977

This mortgage(s) has not been assigned of record.
This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

This Assignment is intended to further memorialize the transfer that occurred by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. §1821 (d)(2)(G)(i)(II)

IN WITNESS WHEREOF, this Assignment is executed on 09, 10, 2014 (MM/DD/YYYY). JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ATTORNEY IN FACT FOR THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA (POA RECORDED: 01/17/2014 INSTR#: 2014-00001707)

By: LaKeda M Sellers VICE PRESIDENT Touisha J Carr Witness

STATE OF LOUISIANA, PARISH OF OUACHITA
Before me on 09, 10, 2014 (MM/DD/YYYY), the undersigned, personally appeared LaKeda M Sellers as VICE PRESIDENT for JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ATTORNEY IN FACT FOR THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Todd C Sylvester
TODD C SYLVESTER 8062367
Notary Public - State Of LOUISIANA
Commission expires: Upon My Death

TODD C SYLVESTER
NOTARY PUBLIC # 82367
OUACHITA PARISH, LA
MY COMMISSION IS FOR LIFE

Document Prepared By: LaKeda M Sellers, JPMorgan Chase Bank, N.A., 780 Kansas Lane, Suite A, Monroe, LA, 71203



Page 74 of 127

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
PEIRSON PATTERSON LLP
4400 ALPHA RD.
DALLAS, TX 75244

Return To :
PEIRSON PATTERSON LLP
4400 ALPHA RD.
DALLAS, TX 75244

Method Returned : ERECORDING

First GRANTOR

JPMORGAN CHASE BANK NA

First GRANTEE

PENNYMAC HOLDINGS LLC

Index Type : Land Records

Instr Number : 2015-00009391

Orig Instr #: 2005-00029673

Book : Page :

Type of Instrument : Assignment Of Mortgage

Type of Transaction : Asmt-Release

Recording Fee: \$55.50

Recording Pages : 3

Recorded Information

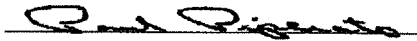
State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 04/07/2015

At (Recorded Time) : 3:53:00 PM



Paul Piperato, County Clerk



After recording please mail to:
PEIRSONPATTERSON, LLP
ATTN: RECORDING DEPT.
13750 OMEGA ROAD
DALLAS, TX 75244-4505

[Space Above This Line For Recording Data]

Loan No. 

NEW YORK ASSIGNMENT OF MORTGAGE

For Value Received, JPMorgan Chase Bank, National Association, the undersigned holder of a Mortgage (herein "Assignor"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203 does hereby grant, sell, assign, transfer and convey, unto PennyMac Holdings, LLC, (herein "Assignee"), whose address is 6101 Condor Drive, Suite 310, Moorpark, CA 93021, all beneficial interest under a certain Mortgage dated May 11, 2005 and recorded on June 1, 2005, made and executed by LESZEK WOLANSKI, to and in favor of WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION, upon the following described property situated in ROCKLAND County, State of New York:

Property Address: 4 SOUTH MADISON AVENUE, RAMAPO, NY 10977

SECTION: 57.47, BLOCK: 1, LOT: 75

such Mortgage having been given to secure payment of Three Hundred Forty Thousand and 00/100ths (\$340,000.00), which Mortgage is of record in Book, Volume or Liber No. N/A, at Page N/A (or as No. 2005-00029673), in the Office of the County Clerk or Register of ROCKLAND County, State of New York. .

CHAIN OF TITLE

ASSIGNMENT: THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), WHOSE ADDRESS IS 1601 BRYAN STREET, DALLAS, TX 75201, AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION -- DATED: 09/10/2014, RECORDED: 09/17/2014, BOOK: N/A, PAGE: N/A, INSTRUMENT #: 2014-00024976

This assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 2-27-15.



Assignor:
JPMorgan Chase Bank, National Association

By: [Signature]
LaKendra F. Williams

Its: VICE PRESIDENT

ACKNOWLEDGMENT

State of Louisiana §
Parish of Ouachita §

On the 27 day of FEB in the year 2015 before me, the undersigned, personally appeared LaKendra F. Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

J.K. Wilson
Notary Public #064399
Ouachita Parish, LA
Lifetime Commission

[Signature]
Signature of Individual Taking Acknowledgment

J. K. Wilson
Printed Name

Notary Public
Office of Individual Taking Acknowledgment

My Commission Expires: *Lifetime*

(Seal)

SCHEDULE "E"

Pursuant to Loan Modification Agreement executed on 12/30/08:

Principal Balance \$421,263.45

Date of Default: January 1, 2014

Interest rate (Variable) 5.000%

STATE OF NEW YORK
SUPREME COURT COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC

Plaintiff,

-vs-

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER OF HEALTH OF THE ROCKLAND COUNTY HEALTH DISTRICT; COUNTY OF FINANCIAL, LLC; CITIBANK, N.A.; EQUABLE ASCENT FINANCIAL, LLC; CAPITAL ONE BANK (USA), N.A.; MIDDLETOWN CAPITAL LLC;"JOHN DOE #1-5" and "JANE DOE #1-5" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein,

Defendants.

Index No.

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

Mortgaged Premise Address:
4 MADISON AVENUE SOUTH
SPRING VALLEY, NY 10977
A/K/A
4 S MADISON AVENUE
SPRING VALLEY, NY 10977

1. I am an attorney at law duly licensed to practice in the State of New York, and am affiliated with the law firm of Fein, Such & Crane, L.L.P., attorneys for plaintiff in this action.
2. This residential foreclosure action involves a home loan, as such term is defined in Real Property Actions and Proceedings Law §1304 to the extent alleged in paragraph TENTH of the Complaint.
3. I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.
4. I have consulted with GISELLE MARTINEZ, a representative of the Plaintiff.
5. Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that plaintiff is the creditor entitled to enforce rights under these documents.
6. Attached herein and as part of the Complaint are copies of the following documents: the mortgage, security agreement and note or bond underlying the mortgage executed by the defendant; all instruments of assignment (if any); and any other instrument of indebtedness, including any modification, extension, and consolidation.
7. Attached herein and as part of the Complaint, if applicable, are supplemental affidavits attesting that certain documents as described in paragraph 5 supra are lost, whether by destruction, theft, or otherwise.
8. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

Dated: *November 23, 2016*



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone No. 516/394-6921
PNMN157

SCHEDULE "F"

WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

PREPARED BY:
JAKKIA MASON
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256
ATTN: LMTS

Tax Parcel No.: 57.47-1-75

Loan No. [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT
PROVIDING FOR INTEREST ONLY PAYMENTS AND BALLOON

This Loan Modification Agreement ("Agreement") is effective this 1ST day of
DECEMBER, 2008, ("Effective Date") between
LESZEK WOLANSKI

(hereinafter, "the Borrower"), and JPMorgan Chase Bank, National Association,
("Lender"). Together, the Borrower and Lender are referred to herein as "the Parties".


RECITALS

The Parties enter into this Agreement with reference to the following stipulated facts:

- A. Pursuant to a Purchase and Assumption Agreement dated September 25, 2008, JPMorgan Chase Bank, National Association acquired loans and certain other assets of Washington Mutual Bank from the Federal Deposit Insurance Corporation acting as receiver, including but not limited to the Note and Security Instrument referenced in this Agreement. Although your loan was acquired by JPMorgan Chase Bank, your loan will continue to be serviced under the name "Washington Mutual" and you will make your payments to Washington Mutual at the address provided below.

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD.ASSET Rev. 11-21-08

Page 1 of 8



B. On MAY 11, 2005, Borrower purchased, re-financed or otherwise obtained an interest in a certain real property in ROCKLAND County, NEW YORK. In connection with the acquisition of the real property the Borrower delivered a certain promissory note dated MAY 11, 2005, in the original principal amount of \$ 340,000.00 ("Note").

C. The Note was and is secured by a deed of trust, mortgage, applicable riders, addenda or other security instrument ("Security Instrument"), dated MAY 11, 2005, and recorded JUNE 1, 2005 as Instrument No. 2005-00029673 in the official records of ROCKLAND County, as a lien against the real property described in the Security Instrument, and located at 4 SOUTH MADISON AVENUE, RAMAPO, NEW YORK 10977 (the "Subject Property"), and is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

TAX ID #: 57.47-1-75

D. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property, or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.

E. Borrower has failed to make one or more payments on the Note before expiration of the applicable grace period. Borrower has requested that the terms of the Note and Security Instrument be modified. The Parties have agreed to do so pursuant to the terms and conditions stated in this Agreement.


First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-2 Rev. 11-21-08

Page 2 of 8


AGREEMENT

NOW, THEREFORE, In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated by reference herein.
2. **Unpaid Principal Balance.** The Parties agree that the unpaid principal balance of the Note and Security Instrument prior to signing this Agreement was \$ 369,240.98 . ("Unpaid Principal Balance.")
3. **Capitalization.** The Borrower acknowledges and agrees that interest on the Unpaid Principal Balance has accrued but has not been paid, that WaMu has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect the interest of the Note holder or mortgagee, and that such accrued and unpaid interest, costs and expenses in the total amount of \$ 55,254.05 (the "Capitalized Amount") have been added to the indebtedness under the terms of the Note and Security Instrument, as of **DECEMBER 1, 2008** . The Capitalized Amount is included in the Modified Principal Balance and shall be due and payable on the Maturity Date.
4. **Modified Principal Balance.** The new balance due on the loan is \$ 424,495.03 ("Modified Principal Balance"), which consists of \$ 369,240.98 plus \$ 55,254.05 . The Borrower does not have any defenses, offsets or counterclaims to the Modified Principal Balance.
5. **Repayment.** The Modified Principal Balance shall be repaid in periodic installments and accrue interest as further described herein.
6. **Interest Rate; Monthly Payments.** Currently the interest rate is 8.408% . The interest rate is hereby modified as follows:
 - (a) Interest will be charged on the Modified Principal Balance for the first year of this Agreement at the yearly rate of 1.000000 % beginning with the payment due on **JANUARY 1ST, 2009** . During this first year the Borrower promises to pay monthly payments of interest only in the amount of \$ 353.75 .
 - (b) During the second year of this Agreement, interest will be charged at the yearly rate of 3.000000 % beginning with the payment due on **JANUARY 1ST, 2010** . During this second year the Borrower promises to pay monthly payments of interest only in the amount of \$ 1,061.24 .




(c) During the third year, and subsequent years of this Agreement, interest will be charged at the yearly rate of 5.000000 % beginning with the payment due on JANUARY 1ST, 2011 . During the third year and subsequent years the Borrower promises to pay monthly payments of interest only in the amount of \$ 1,768.73 and shall continue thereafter on the same day of each succeeding month until the Modified Maturity Date at which time all amounts due under the Note, Security Instrument and this Agreement must be paid in full.

(d) Borrower(s) acknowledges and agrees that if the Note and Security Agreement require a payment for escrow, then each monthly payment must also include the escrow portion. Borrower further acknowledges and agrees that the total monthly payment is also subject to change due to escrow analysis for taxes and insurance.

7. **Modified Maturity Date.** The maturity date for payment of the Note in full and satisfaction of the Security Instrument, as modified by this Agreement, is changed to 12/01/2013 ("Modified Maturity Date"). Borrower acknowledges and understands that, as a result of this Agreement, which defers payment of arrears or principal payments, or both, a lump sum payment will be due on the Modified Maturity Date. All amounts due and owing under the Note, Security Instrument and this Agreement are due in full on the Modified Maturity Date.

8. **Delivery of Payments.** The Borrower promises to make the periodic monthly payments described in this Agreement and any other amounts due under the Note and Security Instrument, to the order of Washington Mutual Bank. Borrower(s) shall make the monthly payments as follows, or at such other place that Washington Mutual may designate:

Washington Mutual Bank
7301 Baymeadows Way
Jacksonville, FL 32256




9. **Acceleration Upon Unauthorized Transfer.** If all or any part of the Subject Property or any interest is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Note holder and mortgagee's prior written consent, the Note holder may, at its option require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement. If the Note holder exercises this option, the Note holder shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower must pay all these sums prior to the expiration of the 30 day period, the Note holder may invoke any remedies permitted by the Note, Security Instrument and applicable law.

10. **Effect of this Agreement.** Except to the extent that they are modified by this Agreement, the Borrower(s) hereby reaffirm all of the covenants, agreements and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obliged to make under the Security Instrument. Borrower(s) further agree to be bound by the terms and provisions of the Note and Security Instrument, as modified hereby.

11. **No Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, all of the terms, covenants agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

12. **Warranties.** Borrower does hereby state and warrant that the above described Note is valid and enforceable in all respects and is not subject to any claims, defenses or right of offset or credit except as herein specifically provided. Borrower does further hereby extend all liens and security interests on all of the Subject Property and any other rights and interests which now or hereafter secure said Note until said Note as modified hereby has been fully paid, and agree that this modification and extension will in no manner impair the Note or any of the liens and security interests securing the same and that all of the liens, equities, rights, remedies and security interests securing said Note shall remain in full force and effect and shall not in any manner be waived. Borrower further agrees that all of the terms, covenants, warranties and provisions contained in the original Note and Security Instrument are now and shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein, until the Note is paid in full and all other obligations under the Security Instrument and this Agreement are fulfilled.


13. **Further Assurances.** Borrower does further state and warrant that all of the recitals, statements and agreements contained herein are true and correct and that Borrower is the sole owner of the fee simple title to all of the Subject Property securing the Note.

14. **Acknowledgment by Borrower.** As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against the WaMu and or its Agents, officers, directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused Borrower damage or injury, or which Borrower contends renders the Note or Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any judicial foreclosure proceedings or power of sale proceedings if any, conducted prior to the date of this Agreement. Borrowers have and claim no defenses, counterclaims or rights of offset of any kind against WaMu or against collection of the Loan.

15. **Bankruptcy Considerations.** Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to signing this Agreement and that WaMu may not pursue the Borrower for personal liability. However, the Parties acknowledge that WaMu and any subsequent mortgagee or beneficiary of the Security Instrument retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

[signature pages follow]

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-6 Rev. 06-18-08

Page 6 of 8



BORROWER(S):

Date: Dec 30, 2008

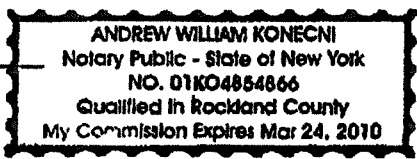
[Signature] as attorney
in fact for
LESZEK WOLANSKI
LESZEK WOLANSKI By Joseph Klein
Attorney in Fact

STATE OF New York)
COUNTY OF Rockland) ss:

On Dec 20, 2008, before me, [Signature]
personally appeared LESZEK WOLANSKI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
[Signature]
Signature of Notary



My commission expires: _____

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-7 Rev. 06-18-08

ROCKLAND COUNTY CLERK
2017 SEP 14 3 25 PM
NYSCEF DOC. NO. 39



WASHINGTON MUTUAL BANK

By: *Pamela S. Beal*
PAMELA S. BEAL
(name)

ASSISTANT VICE PRESIDENT
(title)

Date: FEB 06 2009

STATE OF FLORIDA)
COUNTY OF DUVAL) ss:

On FEB 06 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **PAMELA S. BEAL** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

John K. Vaughan
Signature of Notary
My commission expires: _____



First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# IOBALLMOD-8 Rev. 06-18-08



WOLANSKI
4 SOUTH MADISON AVENUE
RAMAPO, NEW YORK 10977
WASHINGTON MUTUAL BANK

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

[Handwritten signature]
as attorney in fact for Leszek Wolanski

Borrower _____ Date _____
LESZEK WOLANSKI By Joseph Klein
his attorney in fact.

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

WOLANSKI
4 SOUTH MADISON AVENUE
RAMAPO, NEW YORK 10977
WASHINGTON MUTUAL BANK



**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of
WASHINGTON MUTUAL BANK

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

*as attorney
in fact for
Leszek Wolanski*

LESZEK WOLANSKI By Joseph Klein his attorney Date
in fact.

Date

Date

Date

Date

Date



AFFIDAVIT UNDER SECTION 255 OF THE NEW YORK STATE LAW
(MODIFICATION AGREEMENT)

I, **PAMELA S. BEAL**, being duly sworn, deposes and says;

- 1. That he/she is the agent for the owner and holder of the hereinafter described mortgage, and is familiar with the facts set forth herein.
- 2. A certain mortgage bearing the date of **MAY 11, 2005**, in the principal amount of **THREE HUNDRED FORTY THOUSAND AND NO /100** (\$ **340,000.00**) was made by **LESZEK WOLANSKI**

as Mortgagor to

as original Mortgagee, recorded on **JUNE 1, 2005**, in Liber Page , Instrument No. **2005-00029673**, and assigned to

dated in Liber Page , Instrument No. , in the **ROCKLAND** County Clerk's Office, upon which the mortgage tax was duly paid thereon.

- 3. The instrument offered for recording herewith is a Modification made by **LESZEK WOLANSKI** to **WASHINGTON MUTUAL BANK** effective **DECEMBER 1, 2008**, and to be recorded in the **ROCKLAND** County Clerk's Office.
- 4. The instrument offered for recording modifies and does not create or secure any new or further lien, indebtedness or obligation other than the principal indebtedness or obligation secured by or which under any contingency may be secured by the recorded mortgage hereinabove first described with the exception of the following amount:
 - a) Unpaid principal balance \$ **369,240.98**
 - b) New unpaid principal balance \$ **424,495.03**
 - c) b minus a equals \$ **55,254.05**
 - d) Additional obligation secured by mortgage as modified

Additional mortgage recording tax of \$ is therefore being paid on this Modification on the sum set forth in 4c.

That Exemption from further tax is CLAIMED under Section 255 of the Tax Law. **WASHINGTON MUTUAL BANK**

Name: **PAMELA S. BEAL**
Title: **ASSISTANT VICE PRESIDENT**



State of
County of

On this _____, before me, the undersigned, a Notary Public in and for said state, personally appeared
PAMELA S. BEAL, ASSISTANT VICE PRESIDENT

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of
which the individual(s) acted, executed the instrument.

Notary Public
My commission expires:

NON-IDENTITY AFFIDAVIT

STATE OF: NEW YORK

COUNTY OF: ROCKLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED LESZEK WOLANSKI HEREINAFTER CALLED "AFFIANT", WHO, BEING DULY SWORN ON OATH DOES DEPOSE AND STATE:

- 1. THAT AFFIANT IS, THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:
- 2. 4 SOUTH MADISON AVENUE

PROPERTY DESCRIPTION - ATTACHED SCHEDULE A

- 3. THAT AFFIANT IS MAKING THIS AFFIDAVIT FOR THE PURPOSE OF CLARIFYING AFFIANT'S IDENTITY AS TO CERTAIN MATTERS APPEARING OF RECORD AND AFFECTING TITLE TO THE ABOVE DESCRIBED PROPERTY. THAT AFFIANT, HAVING REVIEWED THE INSTRUMENT(S) OF RECORD REFERENCED BELOW AND ATTACHED AS EXHIBIT "A" HERETO:

HEREBY ACKNOWLEDGES AND AFFIRMS THAT:

- A) AFFIANT IS NOT ONE AND THE SAME PERSON AS ANY OF THE PERSONS AS DESCRIBED IN SAID INSTRUMENT(S).
- B) AFFIANT HAS NOT RESIDED AT ANY OF THE ADDRESSES SET FORTH IN SAID INSTRUMENT(S).
- C) AFFIANT DOES NOT KNOW AND IS NOT FAMILIAR WITH ANY OF THE CO-DEFENDANTS WHICH MAY BE NAMED IN SAID INSTRUMENT(S).
- 4. THAT AFFIANT'S SOCIAL SECURITY NUMBERS ARE 102-80-3944 WHICH IS NOT THE SAME AS THE SOCIAL SECURITY NUMBER(S) APPEARING IN THE ABOVE REFERENCED INSTRUMENT(S).

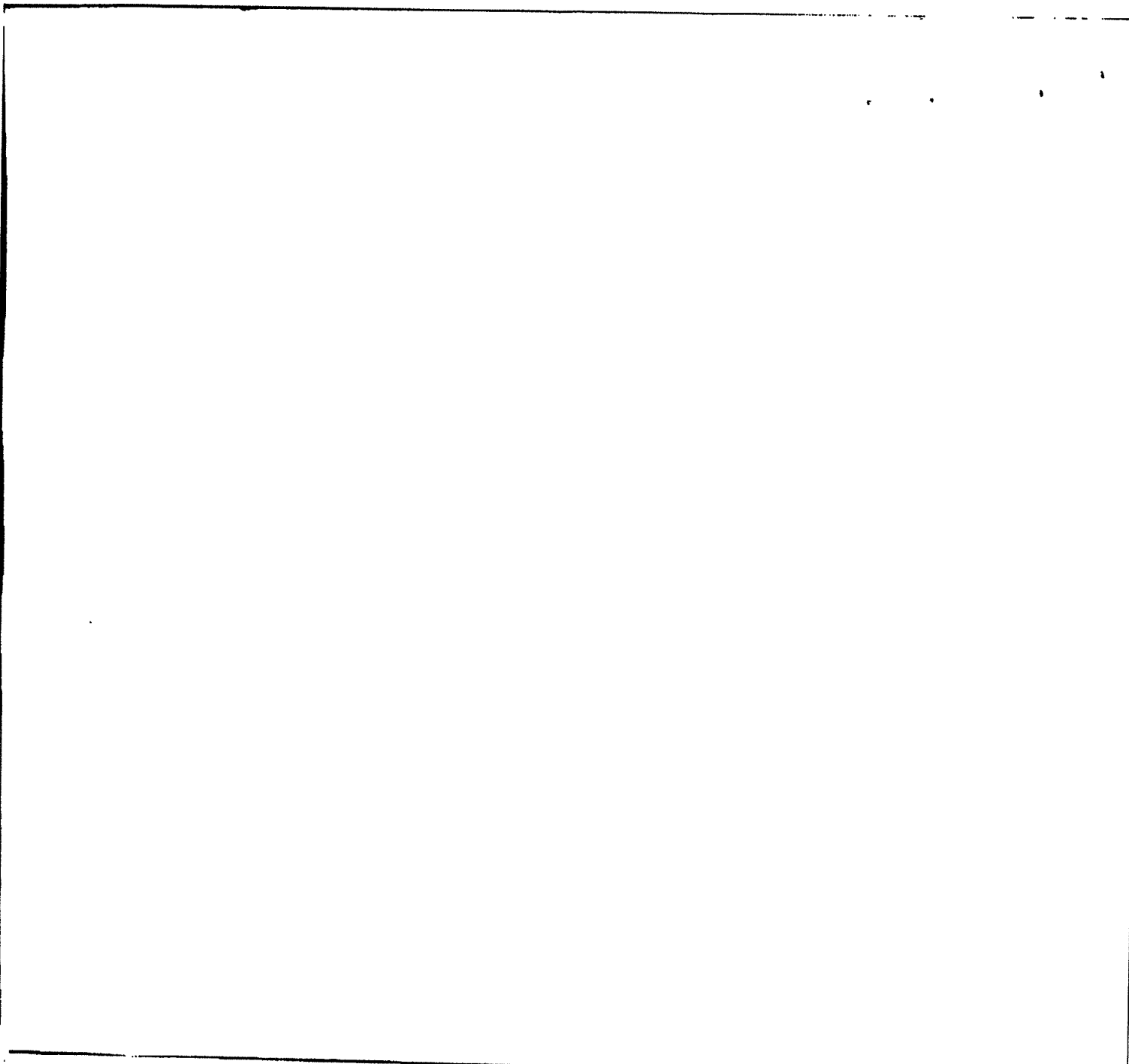
AFFIANT ACKNOWLEDGES THAT THIS AFFIDAVIT WILL BE RELIED UP ON BY WASHINGTON MUTUAL BANK, FA, , TO PURCHASE, LEASE OR LEND MONEY SECURED BY A MORTGAGE ON THE ABOVE-DESCRIBED PROPERTY, AND BY FIRST AMERICAN TITLE INSURANCE COMPANY TO ISSUE ITS POLICY OF TITLE INSURANCE INSURING SAID TRANSACTION WITHOUT EXCEPTION FOR THE AFOREMENTIONED MATTERS OF RECORD.

AFFIANT FURTHER STATES THAT AFFIANT IS FAMILIAR WITH THE NATURE OF OATH, AND WITH THE PENALTIES AS PROVIDED BY THE LAWS OF THE STATE OF AFORESAID FOR FALSELY SWEARING TO STATEMENTS MADE IN AN INSTRUMENT OF THIS NATURE. AFFIANT FURTHER CERTIFIES THAT AFFIANT HAS READ, OF HAS HAD READ TO AFFIANT, THE FULL FACTS OF THIS AFFIDAVIT AND UNDERSTANDS ITS CONTENTS.

FURTHER AFFIANT SAYETH NOT.

as attorney in fact for Leszek Wolanski
 LESZEK WOLANSKI *By Joseph Klein his attorney in fact.*

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 DAY OF Dec 2007,
 AND BY Joseph Klein, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID TAKE AN



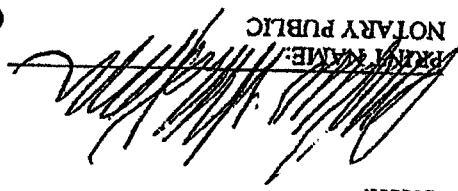
ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01K04854866
Qualified in Rockland County
My Commission Expires Mar 24, 2010

ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01K04854866
Qualified in Rockland County
My Commission Expires Mar 24, 2010

DOCUMENT PREPARED BY: LYDIA KLEIN

MY COMMISSION EXPIRES:

(SEAL)

FROM NAME:


NOTARY PUBLIC

EXHIBIT "A"

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter G. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869, and filed in the County Clerk's Office of Rockland County, April 15th, 1870".

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel a. Voorhis;

THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;

THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE Southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING;

SAID PREMISES are also known and designated as 4 South Madison Avenue, Spring Valley, NY

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

Index No.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC
Plaintiff,

-vs-
LESZEK WOLANSKI, et. al.
Defendants.

SUMMONS & COMPLAINT

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

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

Service of a copy of the within _____ is hereby admitted.
Dated: _____
.....
Attorneys(s) for

PLEASE TAKE NOTICE

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC,

Plaintiff,

-vs-

**AMENDED
NOTICE OF PENDENCY
OF ACTION**

Index No. 035650/2016

LESZEK WOLANSKI; LIGHTSTONE ENTERPRISES
LLC; JOAN M. FACELLE, M.D., AS COMMISSIONER
OF HEALTH OF THE ROCKLAND COUNTY
HEALTH DISTRICT; COUNTY OF ROCKLAND;
CITIBANK, N.A.; EQUABLE ASCENT FINANCIAL,
LLC; CAPITAL ONE BANK (USA), N.A.;
MIDDLETOWN CAPITAL LLC; GREGORY S.
WHITE; ORANGE AND ROCKLAND UTILITIES;
EWING AVENUE CORP.; BROOKER ENGINEERING,
PLLC; CROWN ASSET MANAGEMENT LLC; AIYO
JIMENEZ,

Defendants.

NOTICE IS HEREBY GIVEN, that an action was commenced upon the Complaint of the above plaintiff against the above named defendant(s) and is now pending in the Supreme Court of the State of New York, ROCKLAND County, for the foreclosure of a Mortgage executed by LESZEK WOLANSKI to WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION to secure the sum of \$340,000.00, with a maximum aggregate amount not to exceed \$374,000.00, which was recorded in the ROCKLAND County Clerk's Office on June 1, 2005, in Instrument Number 2005-00029673. Said Mortgage was assigned by THE FEDERAL DEPOSIT INSURANCE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER AN ACT OF CONGRESS (FDIC), AND ACTING IN ITS RECEIVERSHIP CAPACITY AS RECEIVER OF WASHINGTON MUTUAL BANK A/K/A WASHINGTON MUTUAL BANK, FA to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by Assignment dated September 10, 2014 and recorded on September 17, 2014 in the Office of the County Clerk in Instrument Number 2014-00024976. Said Mortgage was

further assigned by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION to PENNYMAC HOLDINGS, LLC by Assignment dated February 27, 2015 and recorded on April 7, 2015 in the Office of the County Clerk in Instrument Number 2015-00009391. On December 30, 2008, a Loan Modification Agreement was executed by LESZEK WOLANSKI, to modify the Mortgage in Instrument Number 2005-00029673, to reflect a new principal balance of \$424,495.03. A copy of said Loan Modification Agreement is attached hereto as Schedule "B."

NOTICE IS FURTHER GIVEN, that the mortgaged premises described in the mortgage(s) affected by the foreclosure action were, at the time of the commencement of this action and at the time of the filing of this Notice, situated in the County of ROCKLAND, State of New York, and are described in "Schedule A - Legal Description" attached hereto and made a part hereof.

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

Dated: September 13, 2017



VICTOR SPINELLI, ESQ.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE C103
WESTBURY, NY 11590
Telephone: 516/394-6921
PNMN157

Property Address: 4 MADISON AVENUE SOUTH A/K/A 4 S MADISON AVENUE, SPRING VALLEY, NY 10977

SECTION: 57.47
BLOCK: 1
LOT: 75



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

Title No.: [REDACTED]

**SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES**

PARCEL 1:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, being a portion of Lot No. 21 on a certain map entitled "Lands of PETER S. VAN ORDEN" surveyed and drawn by Jacob Snider, Surveyor, March 1869 and filed in the Office of the Rockland County Clerk on April 15, 1870, more particularly bounded and described as follows:

BEGINNING at the point on the East line of Madison Avenue at the Northwestern corner of Lot No. 20 now or formerly of Voorhis; and running thence

Northerly, along the Easterly line of Madison Avenue, 50 feet to the Southwesterly corner of Lot No. 23; thence

Easterly, along said Lot No. 23 and Lot No. 22, 97.00 feet to land now or formerly of Fredericks; thence

Southerly, along the same, 75.00 feet to Lot No. 20; and thence

Westerly, along Lot No. 20, now or formerly the lands of Voorhis, 112.00 feet to the point or place of Beginning.

PARCEL 2:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Spring Valley, Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point marked by a railroad spike at the Northwestern corner of the premises described in the deed dated August 4, 1959 running from Koppelman to Shapiro and recorded in Liber 700 of Deeds at page 382; and running thence

South 23 degrees 27 minutes 00 seconds West, along the Easterly line of South Madison Avenue (50 feet wide), 3 feet to a point on the Easterly side of South Madison Avenue; thence

Easterly 54 feet more or less to a point on the Northerly boundary of the premises described in the aforesaid deed running from Koppelman to Shapiro; and thence

North 66 degrees 33 minutes 00 seconds West, along the aforesaid Northerly boundary, 53 feet more or less to the point or place of Beginning.

Premises: 4 Madison Avenue South a/k/a 4 S Madison Avenue, Spring Valley, NY 10977

Tax Map/Parcel ID No.: Section: 57.47 Block: 1 Lot: 75

SCHEDULE "B"

WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

PREPARED BY:
JAKKIA MASON
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256
ATTN: LMTS

Tax Parcel No.: 57.47-1-75

Loan No. [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT
PROVIDING FOR INTEREST ONLY PAYMENTS AND BALLOON

This Loan Modification Agreement ("Agreement") is effective this 1ST day of
DECEMBER, 2008, ("Effective Date") between
LESZEK WOLANSKI

(hereinafter, "the Borrower"), and JPMorgan Chase Bank, National Association,
("Lender"). Together, the Borrower and Lender are referred to herein as "the Parties".

RECITALS

The Parties enter into this Agreement with reference to the following stipulated facts:

- A. Pursuant to a Purchase and Assumption Agreement dated September 25, 2008, JPMorgan Chase Bank, National Association acquired loans and certain other assets of Washington Mutual Bank from the Federal Deposit Insurance Corporation acting as receiver, including but not limited to the Note and Security Instrument referenced in this Agreement. Although your loan was acquired by JPMorgan Chase Bank, your loan will continue to be serviced under the name "Washington Mutual" and you will make your payments to Washington Mutual at the address provided below.

First American Loan Production Services
First American Real Estate Solutions LLC
[REDACTED]

[REDACTED]

B. On **MAY 11, 2005**, Borrower purchased, re-financed or otherwise obtained an interest in a certain real property in **ROCKLAND County, NEW YORK**. In connection with the acquisition of the real property the Borrower delivered a certain promissory note dated **MAY 11, 2005**, in the original principal amount of **\$ 340,000.00** ("Note").

C. The Note was and is secured by a deed of trust, mortgage, applicable riders, addenda or other security instrument ("Security Instrument"), dated **MAY 11, 2005**, and recorded **JUNE 1, 2005** as **Instrument No. 2005-00029673** in the official records of **ROCKLAND County**, as a lien against the real property described in the Security Instrument, and located at **4 SOUTH MADISON AVENUE, RAMAPO, NEW YORK 10977** (the "Subject Property"), and is more particularly described as:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

TAX ID #: 57.47-1-75


D. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property, or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.

E. Borrower has failed to make one or more payments on the Note before expiration of the applicable grace period. Borrower has requested that the terms of the Note and Security Instrument be modified. The Parties have agreed to do so pursuant to the terms and conditions stated in this Agreement.


AGREEMENT

NOW, THEREFORE, In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated by reference herein.
2. **Unpaid Principal Balance.** The Parties agree that the unpaid principal balance of the Note and Security Instrument prior to signing this Agreement was \$ 369,240.98 . ("Unpaid Principal Balance.")
3. **Capitalization.** The Borrower acknowledges and agrees that interest on the Unpaid Principal Balance has accrued but has not been paid, that WaMu has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect the interest of the Note holder or mortgagee, and that such accrued and unpaid interest, costs and expenses in the total amount of \$ 55,254.05 (the "Capitalized Amount") have been added to the indebtedness under the terms of the Note and Security Instrument, as of DECEMBER 1, 2008 . The Capitalized Amount is included in the Modified Principal Balance and shall be due and payable on the Maturity Date.
4. **Modified Principal Balance.** The new balance due on the loan is \$ 424,495.03 ("Modified Principal Balance"), which consists of \$ 369,240.98 plus \$ 55,254.05 . The Borrower does not have any defenses, offsets or counterclaims to the Modified Principal Balance.
5. **Repayment.** The Modified Principal Balance shall be repaid in periodic installments and accrue interest as further described herein.
6. **Interest Rate; Monthly Payments.** Currently the interest rate is 8.408% . The interest rate is hereby modified as follows:
 - (a) Interest will be charged on the Modified Principal Balance for the first year of this Agreement at the yearly rate of 1.000000 % beginning with the payment due on JANUARY 1ST, 2009 . During this first year the Borrower promises to pay monthly payments of interest only in the amount of \$ 353.75 .
 - (b) During the second year of this Agreement, interest will be charged at the yearly rate of 3.000000 % beginning with the payment due on JANUARY 1ST, 2010 . During this second year the Borrower promises to pay monthly payments of interest only in the amount of \$ 1,061.24 .




(c) During the third year, and subsequent years of this Agreement, interest will be charged at the yearly rate of **5.000000** % beginning with the payment due on **JANUARY 1ST, 2011**. During the third year and subsequent years the Borrower promises to pay monthly payments of interest only in the amount of \$ **1,768.73** and shall continue thereafter on the same day of each succeeding month until the Modified Maturity Date at which time all amounts due under the Note, Security Instrument and this Agreement must be paid in full.

(d) Borrower(s) acknowledges and agrees that if the Note and Security Agreement require a payment for escrow, then each monthly payment must also include the escrow portion. Borrower further acknowledges and agrees that the total monthly payment is also subject to change due to escrow analysis for taxes and insurance.

7. **Modified Maturity Date.** The maturity date for payment of the Note in full and satisfaction of the Security Instrument, as modified by this Agreement, is changed to **12/01/2013** ("Modified Maturity Date"). Borrower acknowledges and understands that, as a result of this Agreement, which defers payment of arrears or principal payments, or both, a lump sum payment will be due on the Modified Maturity Date. All amounts due and owing under the Note, Security Instrument and this Agreement are due in full on the Modified Maturity Date.

8. **Delivery of Payments.** The Borrower promises to make the periodic monthly payments described in this Agreement and any other amounts due under the Note and Security Instrument, to the order of Washington Mutual Bank. Borrower(s) shall make the monthly payments as follows, or at such other place that Washington Mutual may designate:

Washington Mutual Bank
7301 Baymeadows Way
Jacksonville, FL 32256



9. **Acceleration Upon Unauthorized Transfer.** If all or any part of the Subject Property or any interest is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Note holder and mortgagee's prior written consent, the Note holder may, at its option require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement. If the Note holder exercises this option, the Note holder shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower must pay all these sums prior to the expiration of the 30 day period, the Note holder may invoke any remedies permitted by the Note, Security Instrument and applicable law.

10. **Effect of this Agreement.** Except to the extent that they are modified by this Agreement, the Borrower(s) hereby reaffirm all of the covenants, agreements and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obliged to make under the Security Instrument. Borrower(s) further agree to be bound by the terms and provisions of the Note and Security Instrument, as modified hereby.

11. **No Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, all of the terms, covenants agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

12. **Warranties.** Borrower does hereby state and warrant that the above described Note is valid and enforceable in all respects and is not subject to any claims, defenses or right of offset or credit except as herein specifically provided. Borrower does further hereby extend all liens and security interests on all of the Subject Property and any other rights and interests which now or hereafter secure said Note until said Note as modified hereby has been fully paid, and agree that this modification and extension will in no manner impair the Note or any of the liens and security interests securing the same and that all of the liens, equities, rights, remedies and security interests securing said Note shall remain in full force and effect and shall not in any manner be waived. Borrower further agrees that all of the terms, covenants, warranties and provisions contained in the original Note and Security Instrument are now and shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein, until the Note is paid in full and all other obligations under the Security Instrument and this Agreement are fulfilled.

[REDACTED]

13. **Further Assurances.** Borrower does further state and warrant that all of the recitals, statements and agreements contained herein are true and correct and that Borrower is the sole owner of the fee simple title to all of the Subject Property securing the Note.

14. **Acknowledgment by Borrower.** As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against the WaMu and its Agents, officers, directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused Borrower damage or injury, or which Borrower contends renders the Note or Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any judicial foreclosure proceedings or power of sale proceedings if any, conducted prior to the date of this Agreement. Borrowers have and claim no defenses, counterclaims or rights of offset of any kind against WaMu or against collection of the Loan.

15. **Bankruptcy Considerations.** Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to signing this Agreement and that WaMu may not pursue the Borrower for personal liability. However, the Parties acknowledge that WaMu and any subsequent mortgagee or beneficiary of the Security Instrument retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

[signature pages follow]

First American Loan Production Services
First American Real Estate Solutions LLC

Page 6 of 8



BORROWER(S):

Date: Dec 30, 2008

[Signature] as attorney
in fact for
Leszek Wolanski
LESZEK WOLANSKI By Joseph Klein
Attorney in Fact.

STATE OF New York)
COUNTY OF Rockland) ss:

On Dec 30, 2008, before me, [Signature]
personally appeared LESZEK WOLANSKI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Signature of Notary

ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01KO4854866
Qualified in Rockland County
My Commission Expires Mar 24, 2010

My commission expires: _____

First American Loan Production Services
First American Real Estate Solutions LLC

ROCKLAND COUNTY CLERK
CLERK OF THE COUNTY OF ROCKLAND
CLERK OF THE COUNTY OF ROCKLAND
CLERK OF THE COUNTY OF ROCKLAND



WASHINGTON MUTUAL BANK

By: *Pamela S. Beal*

PAMELA S. BEAL

(name)

ASSISTANT VICE PRESIDENT

(title)

FEB 06 2009

Date: _____

STATE OF FLORIDA)

COUNTY OF DUVAL)

ss:

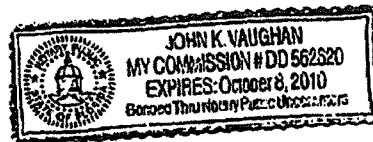
On FEB 06 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **PAMELA S. BEAL** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary

My commission expires: _____



First American Loan Production Services
First American Real Estate Solutions LLC





WOLANSKI
4 SOUTH MADISON AVENUE
RAMAPO, NEW YORK 10977
WASHINGTON MUTUAL BANK

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

[Signature]
as attorney in fact for Leszek Wolanski
Borrower _____ Date _____
LESZEK WOLANSKI By Joseph Klein
his attorney in fact.

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____



WOLANSKI
4 SOUTH MADISON AVENUE
RAMAPO, NEW YORK 10977
WASHINGTON MUTUAL BANK



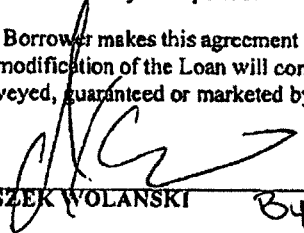
**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of
WASHINGTON MUTUAL BANK

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

as attorney in fact for Leszek Wolanski

LESZEK WOLANSKI By Joseph Klein his attorney in fact. Date

Date

Date

Date

Date

Date





AFFIDAVIT UNDER SECTION 255 OF THE NEW YORK STATE LAW
(MODIFICATION AGREEMENT)

I, **PAMELA S. BEAL**, being duly sworn, deposes and says;

1. That he/she is the agent for the owner and holder of the hereinafter described mortgage, and is familiar with the facts set forth herein.

2. A certain mortgage bearing the date of **MAY 11, 2005**, in the principal amount of **THREE HUNDRED FORTY THOUSAND AND NO /100** (\$ **340,000.00**) was made by **LESZEK WOLANSKI**

as Mortgagor to

as original Mortgagee, recorded on **JUNE 1, 2005**, in Liber Page , Instrument No. **2005-00029673**, and assigned to

dated in Liber Page , Instrument No. , in the **ROCKLAND** County Clerk's Office, upon which the mortgage tax was duly paid thereon.

3. The instrument offered for recording herewith is a Modification made by **LESZEK WOLANSKI**

to **WASHINGTON MUTUAL BANK** effective **DECEMBER 1, 2008**, and to be recorded in the **ROCKLAND** County Clerk's Office.

4. The instrument offered for recording modifies and does not create or secure any new or further lien, indebtedness or obligation other than the principal indebtedness or obligation secured by or which under any contingency may be secured by the recorded mortgage hereinabove first described with the exception of the following amount:

- a) Unpaid principal balance \$ **369,240.98**
- b) New unpaid principal balance \$ **424,495.03**
- c) b minus a equals \$ **55,254.05**
- d) Additional obligation secured by mortgage as modified

Additional mortgage recording tax of \$ is therefore being paid on this Modification on the sum set forth in 4c.

That Exemption from further tax is CLAIMED under Section 255 of the Tax Law.
WASHINGTON MUTUAL BANK

Name: **PAMELA S. BEAL**
Title: **ASSISTANT VICE PRESIDENT**





State of
County of

On this _____, before me, the undersigned, a Notary Public in and for said state, personally appeared
PAMELA S. BEAL, ASSISTANT VICE PRESIDENT

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of
which the individual(s) acted, executed the instrument.

Notary Public
My commission expires:



NON-IDENTITY AFFIDAVIT

STATE OF: NEW YORK

COUNTY OF: ROCKLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED LESZEK WOLANSKI HEREINAFTER CALLED "AFFIANT", WHO, BEING DULY SWORN ON OATH DOES DEPOSE AND STATE:

- 1. THAT AFFIANT IS, THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:
- 2. 4 SOUTH MADISON AVENUE

PROPERTY DESCRIPTION - ATTACHED SCHEDULE A

- 3. THAT AFFIANT IS MAKING THIS AFFIDAVIT FOR THE PURPOSE OF CLARIFYING AFFIANT'S IDENTITY AS TO CERTAIN MATTERS APPEARING OF RECORD AND AFFECTING TITLE TO THE ABOVE DESCRIBED PROPERTY. THAT AFFIANT, HAVING REVIEWED THE INSTRUMENT(S) OF RECORD REFERENCED BELOW AND ATTACHED AS EXHIBIT "A" HERETO:

HEREBY ACKNOWLEDGES AND AFFIRMS THAT:

- A) AFFIANT IS NOT ONE AND THE SAME PERSON AS ANY OF THE PERSONS AS DESCRIBED IN SAID INSTRUMENT(S).
- B) AFFIANT HAS NOT RESIDED AT ANY OF THE ADDRESSES SET FORTH IN SAID INSTRUMENT(S).
- C) AFFIANT DOES NOT KNOW AND IS NOT FAMILIAR WITH ANY OF THE CO-DEFENDANTS WHICH MAY BE NAMED IN SAID INSTRUMENT(S).
- 4. THAT AFFIANT'S SOCIAL SECURITY NUMBERS ARE [REDACTED] WHICH IS NOT THE SAME AS THE SOCIAL SECURITY NUMBER(S) APPEARING IN THE ABOVE REFERENCED INSTRUMENT(S).

AFFIANT ACKNOWLEDGES THAT THIS AFFIDAVIT WILL BE RELIED UP ON BY WASHINGTON MUTUAL BANK, FA, , TO PURCHASE, LEASE OR LEND MONEY SECURED BY A MORTGAGE ON THE ABOVE-DESCRIBED PROPERTY, AND BY FIRST AMERICAN TITLE INSURANCE COMPANY TO ISSUE ITS POLICY OF TITLE INSURANCE INSURING SAID TRANSACTION WITHOUT EXCEPTION FOR THE AFOREMENTIONED MATTERS OF RECORD.

AFFIANT FURTHER STATES THAT AFFIANT IS FAMILIAR WITH THE NATURE OF OATH, AND WITH THE PENALTIES AS PROVIDED BY THE LAWS OF THE STATE OF AFORESAID FOR FALSELY SWEARING TO STATEMENTS MADE IN AN INSTRUMENT OF THIS NATURE. AFFIANT FURTHER CERTIFIES THAT AFFIANT HAS READ, OF HAS HAD READ TO AFFIANT, THE FULL FACTS OF THIS AFFIDAVIT AND UNDERSTANDS ITS CONTENTS.

FURTHER AFFIANT SAYETH NOT.

as attorney in fact for Leszek Wolanski
 LESZEK WOLANSKI *By Joseph Klein his attorney in fact*

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 DAY OF Dec 2017,
 AND BY Joseph Klein, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID TAKE AN

ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01K04854866
Qualified in Rockland County
My Commission Expires Mar 24, 2010

ANDREW WILLIAM KONECNI
Notary Public - State of New York
NO. 01K04854866
Qualified in Rockland County
My Commission Expires Mar 24, 2010

DOCUMENT PREPARED BY: LYDIA KLEIN

MY COMMISSION EXPIRES:

(SEAL)

NOTARY PUBLIC

[Handwritten Signature]

OATH

EXHIBIT "A"

All that certain plot, pieces or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Being in Spring Valley in the town of Ramapo, County of Rockland and State of New York, bounded and described as follows, viz:

SAID lot being a portion of the lot designated as Lot No. 21 upon a map entitled "Lands of Peter S. Van Orden, Surveyed and drawn by Jacob Snider, Surveyor, March 1869, and filed in the County Clerk's Office of Rockland County, April 15th, 1870".

BEGINNING at a point on the East line of Madison Avenue, it being the Southwest corner of the lot herein intended to be conveyed and Northwest corner of Lot No. 20 now or formerly owned by Rachel a. Voorhis;

THENCE RUNNING Northerly along the east line of Madison Avenue 50 feet to the Southwest corner of Lot No. 23 on said map and land of the Spring Valley M.E. Church;

THENCE Easterly along said Lot No. 23 and Lot No. 22, 97 feet to land now or formerly owned by Everett Fredericks;

THENCE Southerly along the same 75 feet to Lot No. 20;

THENCE along Lot No. 20 Westerly, now or formerly the lands of Voorhis, 112 feet to the point or place of BEGINNING;

SAID PREMISES are also known and designated as 4 South Madison Avenue, Spring Valley, NY

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

Index No. 035650/2016
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC
Plaintiff,

-vs-
LESZEK WOLANSKI, et. al.
Defendants.

AMENDED NOTICE OF PENDENCY

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

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

Service of a copy of the within is hereby admitted.
Dated:

.....
Attorneys(s) for

PLEASE TAKE NOTICE

that the within a (certified) true copy of a
entered in the office of the clerk of the within named Court on 20

that an Order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court,
at
on 20 , at M.

Dated:

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

ALL-STATE LEGAL

07101-BF•07102-BL•07103-GY•07104-WH

800.222.0510 www.aslegal.com

Index No. 35650/2016
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

PENNYMAC HOLDINGS, LLC

Plaintiff,

-vs-

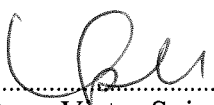
LESZEK WOLANSKI;, ET AL.,
Defendants.

NOTICE OF MOTION TO SERVE SUPPLEMENTAL SUMMONS, AMENDED COMPLAINT
AND AMENDED NOTICY OF PENDENCY

FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE 103
WESTBURY, NY 11590
516/394-6921

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

Dated: September 13, 2017

Signature:.....
Print Signer's Name: Victor Spinelli, ESQ.

Service of a copy of the within
admitted.
Dated:

is hereby

.....
Attorney(s) for

PLEASE TAKE NOTICE

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

Dated:

FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
1400 OLD COUNTRY ROAD STE 103
WESTBURY, NY 11590
516/394-6921