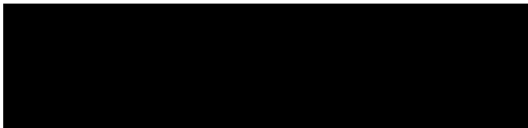


# EXHIBIT C

Saratoga County - State of New York  
Kathleen A. Marchione - SARATOGA COUNTY CLERK  
COUNTY CLERK'S RECORDING PAGE  
THIS PAGE IS PART OF THE INSTRUMENT



Recording:

Pages	48.00
Cover Sheet Fee	10.00
Recording Fee	5.00
Education Fee	20.00
Home	0.00
255 Affidavit	5.00
Basic Tax Amount	0.00
SONYMA Tax Amount	0.00
CDEA Tax Amount	0.00

RECEIPT NO. : 2007211216797

Instr #: 2007007401  
Rec Date: 02/22/2007 10:46:16 AM  
Doc Grp: X  
Descrip: MORTGAGE  
Num Pgs: 17

Party1: CALIBANO EMILY JANE  
Party2: WELLS FARGO BANK  
Town: CHARLTON

Total: 88.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\* Mortgage Tax \*\*\*\*  
Serial #: CX-13243  
Calc Method: Exempt  
Mtg Amt: 243680.00

Basic	0.00
SONYMA	0.00
CDEA	0.00
Total:	0.00

Record and Return To:

KAPITAL TITLE AND ABSTRACT SERVICES INC  
752 ROUTE 146  
CLIFTON PARK, NY 12065

*Rel.*

Kaplan Title & Abstract Services, Inc.  
152 Route 146, Clifton Park, NY 12018  
(518) 582-0100 - Fax - 518/582-0109  
www.kaplanabstract.com

2021007401  
3/22/2022 10:46:16 AM  
MORTGAGE

Kathleen A Marchione Saratoga Co Clerk

FILED

State of New York (Specify Above This Line for Recording Detail)  
FHA Case No. [REDACTED]  
**ADJUSTABLE RATE  
HOME EQUITY CONVERSION MORTGAGE**  
THIS MORTGAGE ("Security Instrument"), is given on 02/02/07. The  
mortgage is EMILY JANE CALYANO, A SINGLE PERSON

whose address is 712 SWAGGERTOWN ROAD, SCOTIA, NY 12302

("Borrower"). This

Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES  
and whose address is  
P.O. BOX 11701  
BIRMINGHAM, AL 35202-1701

("Lender"). Borrower

has agreed to repay to Lender amounts which Lender is obligated to advance, including future  
advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as  
this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's  
Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to  
Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject  
to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum  
principal amount of two hundred forty three thousand and 00/100

(U.S. \$ \*\*\*\*\*243,000.00 ); (b) the payment of all other sums, with interest, advanced  
under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the  
terms of this Security Instrument, and (c) the performance of Borrower's covenants and agreements  
under this Security Instrument and the Note. The full debt, including amounts described in (a), (b),  
and (c) above, if not paid earlier, is due and payable on AUGUST 13TH, 2076. For this  
purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the  
following described property located in SARATOGA County, New York:

[REDACTED]  
KAPLAN #881067 (03/15/2022) Rev 05/15/2009  
AL84 - 02/02

see attached

which has the address of: 717 SWAGERTOWN ROAD  
(Street)

SCOTIA, NY 12302

(City, State, Zip)

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to create a uniform security instrument covering real property.

**UNIFORM COVENANTS** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of and interest on the debt evidenced by the Note.

2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument "Principal Residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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