

Exhibit L

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

M&T BANK,

Plaintiff,

v.

VINCENT PELLEGRINO A/K/A VINCENT S.
PELLEGRINO, CHRISTINE PELLEGRINO, NASSAU
EDUCATORS FEDERAL CREDIT UNION, CLERK OF
THE SUFFOLK COUNTY TRAFFIC & PARKING
VIOLATIONS AGENCY, FAIRFIELD PORT JEFFERSON
GARDENS LLC, CLERK OF THE SUFFOLK COUNTY
DISTRICT COURT, NEW YORK STATE DEPARTMENT
OF TAXATION AND FINANCE, HUNTINGTON
HOSPITAL, UNITED STATES OF AMERICA BY THE
INTERNAL REVENUE SERVICE, OAK NECK LANE
ASSOCIATION INC.,
and JOHN DOE,

Defendants.

**AFFIDAVIT IN SUPPORT
OF MOTION FOR
SUMMARY JUDGMENT
AND ORDER OF
REFERENCE**

Index No.: 617911/2016

**Mortgaged Premises:
23 Celano Lane,
West Islip a/k/a Islip Town, NY 11795**

**Tax I.D. No:
0500-479.00-02.00-031.000**

STATE OF New York)
COUNTY OF Erie)ss.:

Dean R. Setter, being duly sworn deposes and says:

1. I am a(n) Banking Officer, a representative of M&T Bank, Plaintiff, in the above-captioned mortgage foreclosure action. As such, I am fully familiar with this case and submit this affidavit in support of Plaintiff's application for summary judgment and the appointment of a referee to compute the amount due.
2. In the regular performance of my job functions, I am familiar with business records maintained by M&T Bank and its record keeping practices and procedures for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents and others) are made

{6196507:}File Name: PELLEGRINO, VINCENT

at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by M&T Bank. It is the regular practice of M&T Bank's mortgage servicing business to make these records. I have received training on, and have knowledge of how, M&T Bank drafts, generates, triggers, sends and stores letters in the servicing process. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by examining the business records relating to the subject mortgage loan and confirm the information to the best of my knowledge, information and belief.

3. The above entitled action was brought by M&T Bank, Plaintiff against Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino for said Defendants' failure to make monthly payments pursuant to the Note and Mortgage annexed to the complaint and affirmations filed herewith.
4. The Plaintiff in this action is the holder of the Note, as defined by Article 3 of the New York Uniform Commercial Code and is the mortgagee of record. A copy of the Note is annexed hereto for the information of the Court as **Exhibit "A."**
5. The Defendants, Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino, made and delivered a mortgage bearing date the 24th day of September, 2009, to Hudson City Savings Bank to secure the sum of \$606,000.00 and recorded in the Office of the Clerk of the County of Suffolk on the 18th day of December, 2009 in Liber M00021897, Page 660. A copy of the Mortgage is attached hereto as **Exhibit "B."** The Defendants, Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino, made and delivered a mortgage

{6196507: }File Name: PELLEGRINO, VINCENT

bearing date the 19th day of October, 2010 in the original principal amount of \$274,000.00, and recorded in the Office of the Clerk of the County of Suffolk on the 17th day of November, 2010 in Liber M00022010 at page 428. A copy of the Mortgage is attached hereto as **Exhibit "C."** The Defendants, Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino, made and delivered a Consolidation, Extension and Modification Agreement dated the 19th day of October, 2010 and recorded in the Office of the Clerk of the County of Suffolk on the 17th day of November, 2010 in Liber M00022010 at page 429. Said Agreement consolidated Mortgage in Liber M00021897 at page 660 with the Mortgage in Liber M00022010 at page 428 to form a single lien in the amount of \$880,000.00. Upon information and belief, said defendant is the record owner of the mortgaged premises. A copy of the Consolidation, Extension, and Modification Agreement is attached hereto as **Exhibit "D."** Said mortgage was modified by a Loan Modification Agreement dated the 16th day of October, 2014 executed by Vincent Pellegrino a/k/a Vincent S. Pellegrino. Said Modification Agreement increases the principal balance of the debt to \$893,160.10. The capitalized amount is \$13,160.10. A copy of the Loan Modification Agreement is attached hereto as **Exhibit "E."** M&T Bank a/k/a Manufacturers and Traders Trust Company is successor by merger to Hudson City Savings Bank, FSB f/k/a Hudson City Savings Bank. A copy of the merger documents are attached hereto as **Exhibit "F"**. Upon information and belief, said Defendants are the record owners of the mortgaged premises.

6. Heretofore, a complaint was interposed on behalf of the Plaintiff, a copy of which is annexed hereto for the information of the Court as **Exhibit "G."** Upon

{6196507;}File Name: PELLEGRINO, VINCENT

information and belief all named defendants were duly served with a copy of the summons and complaint. Copies of the Affidavits of Service are attached hereto as **Exhibit "H."**

7. The time for said defendants to answer or move with respect to the Complaint has expired and said defendants have not answered or moved with respect thereto except the Defendant Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino who have appeared in action and have answered the Summons and Complaint.
8. Based upon the information provided to me by Plaintiff's attorney herein, it is respectfully submitted that the Answer of the Defendants raises no issues of fact, and lacks any foundation whatsoever. Further, counsel advises me that the affirmative defenses set forth in the Answer are likewise devoid of any merit. I submit this affidavit as verification of the allegations contained within the complaint.
9. There is in fact a default under the terms and conditions of the Note and Mortgage, because the October 1, 2015 and subsequent payment were not made. The amount due and owing as of the due date October 1, 2015, was: principal balance of \$893,160.10; together with interest thereon; escrow advances; and disbursements or fees due or to become due.
10. A review of the records maintained by Plaintiff pertaining to the above captioned action shows that the 90-Day Pre-Foreclosure Notice was mailed to the borrowers by way of United States Postal Service Certified Mail and United States Postal Service First Class Mail on May 23, 2016. The notice complied with the provisions of RPAPL 1304 as it was in 14 point type, included the statutory

{6196507: }File Name: PELLEGRINO, VINCENT

language and contained a list of at least five (5) housing counseling agencies as designated by the division of housing and counseling. The notice was sent to the borrowers, by registered or certified mail and also by first class mail to the last known address of the borrowers, and if different, to the residence that is the subject of the mortgage. A Copy of the 90-Day Pre-Foreclosure Notice is attached hereto as **Exhibit "I."**

11. The Plaintiff has complied with RPAPL 1306 by filing with the Superintendent of Financial Services within three business days of the mailing of the notice required by subdivision one of section 1304 of the RPAPL, the information required by the statute. A copy of the proof of filing is attached hereto as **Exhibit "J."**
12. In accordance with the provisions of the Mortgage, a notice of default was mailed to the mortgagors at the last known address provided to this institution by the mortgagors. The default stated in said notice was not cured. A copy of the notice of default is attached hereto as **Exhibit "K."**
13. The simple, uncontroverted fact is that the Defendants Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino were loaned and did receive the sum recited in and confirmed by the Note and Mortgage and they have failed to make the required payments of the Note and Mortgage.
14. Based upon the foregoing, it is respectfully submitted that the Plaintiff's case for summary judgment and an order of reference has been fully and completely set forth.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, it is respectfully prayed that the relief requested in this application be in all respects granted.



M&T Bank

Dean R. Setter

Title: Banking Officer

Sworn to before me this

21 day of May 2018

Brittany Koehler

Notary Public

BRITTANY KOEHLER
NOTARY PUBLIC STATE OF NEW YORK
NIAGARA
LIC. #01KO6357895
COMM. EXP. 05/01/2021

EXHIBIT A

The Note article and restrictions in their entirety, and in general in substance, of the Note described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

CONSOLIDATED Interest First SM ADJUSTABLE RATE NOTE
(One-Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

October 19th, 2010 HUNTINGTON STATION NY
[City] [State]
23 Celano Lane, WEST ISLIP, NY 11795
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 880,000.00 (this amount is called "Principal"); plus interest, to the order of Lender. The Lender is HUDSON CITY SAVINGS BANK. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.625 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

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 make a payment on the first day of every month, beginning on December 1, 2010. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date; and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on November 1, 2040, 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 WEST 80 CENTURY ROAD, PARAMUS NJ 07652 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 3,391.67 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the 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 or 5 of this Note.

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

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of November, 2015, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 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 that 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 two and three-quarter percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.625 % or less than 2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

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 a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of Principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first 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 that 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.

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 (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be five (5%) of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

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

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

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.

Unless the Note Holder requires a different method, 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 that might result if I do not keep the promises that 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 read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall 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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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.

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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead 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

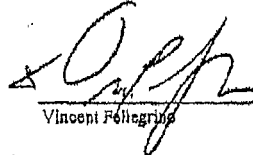
to, those beneficial interest transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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) 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 (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 Instrument is acceptable to 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. Lender also may 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 releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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



Vincent Fellegria

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

GENERIC RIDER TO NOTE

THIS RIDER is made this 19th day of October, 2010, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note"), Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") [collectively "the Loan Documents"] of the same date given by the undersigned (the "Borrower") to secure the Note to HUDSON CITY SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11795

(Property Address)

IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS RIDER AND ANY OF THE AFOREMENTIONED LOAN DOCUMENTS, THIS RIDER SHALL CONTROL.

THE FOLLOWING PROVISIONS OF THIS RIDER SHALL BE APPLICABLE UNLESS THE LOAN SECURED BY THE LOAN DOCUMENTS IS SOLD TO THE FEDERAL HOME LOAN MORTGAGE CORPORATION OR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION OR ANY OTHER PURCHASING ENTITY IN WHICH EVENT THIS RIDER SHALL TERMINATE AND BECOME NULL AND VOID.

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

1. OWNER OCCUPANCY (excluding loans approved under Investment category)

Any provision of the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. If during the term of the Note and Security Instrument the Lender discovers that the property is not being used by the Borrower as either a primary or secondary residence as originally stated, but rather is being used by the Borrower as either a rental or investment property, then:

(i) if the Note is an Adjustable Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point; increasing the "margin" one (1%) percentage point, and increasing the lifetime caps on the interest rate by one (1%) percentage point; or

(ii) if the Note is a Fixed Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point; and

(iii) failure to make payments after the aforesaid increases shall be a Default under the Note and a Breach of Covenants under the Security Instrument.

2. BORROWERS RIGHT TO REINSTATE

Paragraph 19 of the Security Instrument is amended to add that in the event the Borrower seeks to reinstate, by curing a default through a bankruptcy proceeding, the Lender shall be entitled to interest on the amount necessary to cure the default at the rate specified in the Note securing this Security Instrument.

3. BORROWERS RIGHT TO PREPAY

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. Any partial prepayment must be received on the installment due date. Any partial prepayment received on other than the installment due date will be considered as received on the next due date.

Borrower's Initials:  _____

4. ADJUSTABLE RATE PROVISIONS

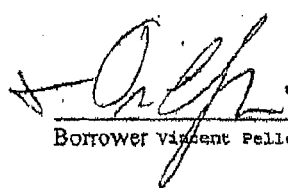
If this loan is an Adjustable Rate loan, the Adjustable Rate Note is amended as follows:

- (i) "The Index", Paragraph 4(B) shall read:
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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.
- (ii) Calculation of Changes, Paragraph 4(C) shall read:
Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points (the "Margin") to the Current Index. In the event that this figure is not evenly divisible by one-eighth, then the Note Holder will round the result to the next highest one-eighth of one percentage point (0.125%). Subject to the limits as stated in Section 4(D) this new figure will be my "New Interest Rate" until the next Change Date.
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
- (iii) Uniform Secured Note, Paragraph 11, is amended to delete the following language:
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; and (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 Instrument is acceptable to Lender.

5. LATE CHARGES ON OVERDUE PAYMENTS.

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. The amount of the late charge will be 5% of any overdue payment of principal, interest and, if applicable taxes, and insurance.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider which amends the Note and Security Instrument.



 Borrower Vincent Pellegrino

 Borrower

 Borrower

 Borrower

EXHIBIT B



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: MORTGAGE
Number of Pages: 23
Receipt Number : 09-0146613
MORTGAGE NUMBER: DA045744

Recorded: 12/18/2009
At: 02:53:25 PM
LIBER: M00021897
PAGE: 660

District: 0500 Section: 479.00 Block: 02.00 Lot: 031.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$606,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$115.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Affidavit	\$0.00	NO	Notation	\$0.00	NO
Cert. Copies	\$0.00	NO	RPT	\$30.00	NO
Mort. Basic	\$3,030.00	NO	Mort. Addl	\$1,788.00	NO
Mort. SplAddl	\$0.00	NO	Mort. SplAsst	\$1,515.00	NO
			Fees Paid	\$6,518.00	

MORTGAGE NUMBER: DA045744

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

JUDITH A. PASCALE
County Clerk, Suffolk County

1	2
Number of pages <u>23</u>	
This document will be public record. Please remove all Social Security Numbers prior to recording.	

RECORDED
 2009 Dec 18 02:53:25 PM
 JUDITH A. PASCALE
 CLERK OF
 SUFFOLK COUNTY
 L M00021897
 P 660
 D0045744

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
----------------------------	---------------------------	---------------------------

3		FEES	
Page / Filing Fee	<u>115</u>	Mortgage Amt.	<u>606,000</u>
Handling	<u>20.00</u>	1. Basic Tax	_____
TP-584	_____	2. Additional Tax	_____
Notation	_____	Sub Total	_____
EA-52 17 (County)	_____	Spec./Assit.	_____
EA-5217 (State)	_____	or	_____
R.P.T.S.A.	<u>30.00</u>	Spec./Add.	_____
Comm. of Ed.	<u>5.00</u>	TOT. MTG. TAX	<u>6333</u>
Affidavit	_____	Dual Town	_____
Certified Copy	_____	Dual County	_____
NYS Surcharge	<u>15.00</u>	Held for Appointment	_____
Other	_____	Transfer Tax	_____
	Sub Total <u>135</u>	Mansion Tax	_____
		The property covered by this mortgage is or will be improved by a one or two family dwelling only.	
		YES <input checked="" type="checkbox"/> or NO _____	
	Sub Total <u>50</u>	If NO, see appropriate tax clause on page # _____ of this instrument.	
	Grand Total <u>185</u>		



4	Dist. <u>03</u>	0500 47900 0200 031000
Real Property Tax Service Agency Verification		



000	5	Community Preservation Fund
Consideration Amount \$ _____		
CPF Tax Due \$ _____		
	Improved	_____
	Vacant Land	_____
	TD	_____
	TD	_____
	TD	_____

6	Satisfactions/Discharges/Releases List Property Owners Mailing Address RECORD & RETURN TO:
<u>HUDSON CITY SAVINGS BANK</u> <u>WEST 80 CENTURY RD.</u> <u>CITYPLACE PHARMAS, NJ 07652</u> <u>ATT: POST CLOSING DEPT.</u>	

Mail to: Judith A. Pascale, Suffolk County Clerk
 310 Center Drive, Riverhead, NY 11901
 www.suffolkcountyny.gov/clerk

7	Title Company Information
Co. Name _____	
Title # _____	

8 **Suffolk County Recording & Endorsement Page**

This page forms part of the attached MORTGAGE made by: _____
 (SPECIFY TYPE OF INSTRUMENT)

VINCENT PELLEGRINO
CHRISTINE PELLEGRINO

REDA'S ATTORNEY SERVICE
 631 331-0700

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

TO
HUDSON CITY SAVINGS BANK

In the TOWN of ISLIP
 In the VILLAGE _____
 or HAMLET of _____

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.
 12/09/10/0000 (over)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, *you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

East Hampton Town Receiver of Taxes
300 Partridge Place
East Hampton, N.Y. 11937
(631) 324-2770

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

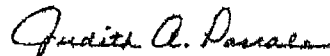
Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 283-6514

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11781
(631) 224-5580

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 766-1803

Sincerely,



Judith A. Pascale
Suffolk County Clerk

After Recording Return To:
 Hudson City Savings Bank
 West 80 Century Road
 Cityplace Paramus, State New Jersey Postal Code 07652
 Attention: Post Closing Dept.

[Space Above This Line For Recording Data]

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated September 24, 2009, together with all Riders to this document, will be called the "Security Instrument."

(B) "Borrower." VINCENT PELLEGRINO and CHRISTINE PELLEGRINO

whose address is 23 Celano Lane, West Islip, NY 11759
 sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." HUDSON CITY SAVINGS BANK will be called "Lender." Lender is a corporation or association which exists under the laws of The United States of America. Lender's address is West 80 Century Road, Paramus, New Jersey 07652.

(D) "Note." The note signed by Borrower and dated September 24, 2009, will be called the "Note." The Note shows that I owe Lender Six Hundred Six Thousand And Zero/100
Dollars (U.S. \$606,000.00) 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 October 01, 2039.

(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]:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) Legal description |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Generic Rider |

(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."

Borrower's Initials: VP

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

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

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

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

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

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

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

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

(A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;

(B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument and the Note.

DESCRIPTION OF THE PROPERTY

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

(A) The Property which is located at 23 Celano Lane
[Street]
West Islip, New York 11759
[City, Town or Village] [Zip Code]

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS SCHEDULE "A"

Borrower's Initials: DS

THIS MORTGAGE IS INTENDED TO CREATE A VALID FIRST LIEN ON THE SUBJECT PROPERTY

THE PROPERTY IS IMPROVED BY A ONE OR TWO FAMILY DWELLING ✓

See attached schedule A

Being the same premises conveyed to the mortgage herein by deed from ODD NILSEN and MARINA NILSEN dated concurrently and to be recorded simultaneously herewith. ✓

;;

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

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

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

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

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

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

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

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record. I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

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

COVENANTS

I promise and I agree with Lender as follows:

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

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

Borrower's Initials:

[Handwritten initials]

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at West Islip, Town of Islip, County of Suffolk and State of New York, known and designated as Lot No. 6 on a certain map entitled, "Map of Dolphin Estates, West Islip, Town of Islip, Suffolk County, New York, April 1964, George H. Walbridge Co., C.E. & C.S., Babylon, New York" and filed in the Office of the Clerk of the County of Suffolk on November 19, 1964 as Map No. 4204, which is bounded and described as follows:

BEGINNING at a point on the southerly side of Celano Lane distant westerly 481.00 feet from a point marking the extreme northerly end of a curve having a radius of 20 feet and a length equal to 31.42 feet which curve connects the southerly side of Celano Lane and the westerly side of Oak Neck Road;

RUNNING THENCE south 34 degrees 12 minutes 00 seconds east 200 feet;

THENCE south 55 degrees 48 minutes 00 seconds west 100 feet;

THENCE NORTH 34 degrees 12 minutes 00 seconds west 200 feet to the southerly side of Celano Lane;

THENCE along the southerly side of Celano Lane, north 55 degrees 48 minutes 00 seconds east 100 feet to the point or place of BEGINNING.

SAID PREMISES IS OR WILL BE
IMPROVED BY A ONE OR
TWO FAMILY DWELLING ONLY

FOR
CONVEYANCING
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitutes real property.

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.

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

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

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

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

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

Any remaining amounts will be applied as follows:

First, to pay any late charges;

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

Next, to reduce the principal balance of the Note.

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

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note. Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments For Taxes And Insurance.

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

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

Borrower's Initials: 

- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

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

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

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

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

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

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

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

Borrower's Initials: 

Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

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

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

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

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

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

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

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

Borrower's Initials: 

request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

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

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

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

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

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

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

Borrower's Initials: 

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

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

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

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

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

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

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

Borrower's Initials

Form 3025 1/01 (page 8 of 17 pages)

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

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

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

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

Borrower's Initials: PS

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, any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance."

It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less

Borrower's Initials P. G.

than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds. I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

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

12. Continuation of Borrower's Obligations And of Lender's Rights.

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

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

(b) **Lender's Rights.** Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights, to

Borrower's Initials

modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

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

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

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

If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

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

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

Borrower's Initials: 

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

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

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

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


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

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

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

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

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

Borrower's Initials 

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

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

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

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

Borrower's Initials

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

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

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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

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

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

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;
- (b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:
 - (1) The promise or agreement that I failed to keep or the default that has occurred;
 - (2) The action that I must take to correct that default;
 - (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
 - (4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;
 - (5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and
 - (6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

Borrower's Initials:

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

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

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

25. Borrower's Statement Regarding the Property [check box as applicable].
- This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.
 - This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.
 - This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 12 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

_____ (Seal)
-Borrower

Vincent Pellegrino (Seal)
Vincent Pellegrino -Borrower

_____ (Seal)
-Borrower

Christine Pellegrino (Seal)
Christine Pellegrino -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

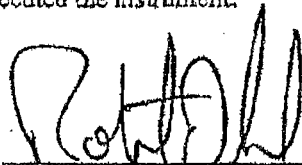
Borrower's Initials *VP*

[Space Below This Line For Acknowledgment]

STATE OF NEW YORK, SUFFOLK COUNTY ss:

On the 24th day of September, 2009, before me, the undersigned, a notary public in and for said state, personally appeared VINCENT PELLEGRINO and CHRISTINE PELLEGRINO, 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.

My Commission Expires:



(Notary Public)

ROBERT GALANDINI
Notary Public, State of New York
No. 010R6070133
Qualified in Nassau County
Commission Expires Feb 19, 2010

Borrower's Initials



ADJUSTABLE RATE RIDER
(1 Year Treasury Index -- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 24th day of September, 2009, 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 Hudson City Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11759

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

The Note provides for an initial interest rate of 5.125%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of October, 2014 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 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) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three-quarter percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.125% or less than 3.125%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.125%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Borrower's Initials

(F) Notice of Changes

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

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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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) 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 (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 Instrument is acceptable to 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. 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 releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.



Vincent Pellegrino (Seal)
-Borrower



Christine Pellegrino (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

. . . .

GENERIC RIDER TO MORTGAGE

THIS RIDER is made this 24th day of September, 2009, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note"), Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") [collectively "the Loan Documents"] of the same date given by the undersigned (the "Borrower") to secure the Note to HUDSON CITY SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11759

(Property Address)

IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS RIDER AND ANY OF THE AFOREMENTIONED LOAN DOCUMENTS, THIS RIDER SHALL CONTROL.

THE FOLLOWING PROVISIONS OF THIS RIDER SHALL BE APPLICABLE UNLESS THE LOAN SECURED BY THE LOAN DOCUMENTS IS SOLD TO THE FEDERAL HOME LOAN MORTGAGE CORPORATION OR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION OR ANY OTHER PURCHASING ENTITY IN WHICH EVENT THIS RIDER SHALL TERMINATE AND BECOME NULL AND VOID.

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

1. OWNER OCCUPANCY (excluding loans approved under Investment category)

Any provision of the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. If during the term of the Note and Security Instrument the Lender discovers that the property is not being used by the Borrower as either a primary or secondary residence as originally stated, but rather is being used by the Borrower as either a rental or investment property, then:

- (i) If the Note is an Adjustable Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point, increasing the "margin" one (1%) percentage point, and increasing the lifetime caps on the interest rate by one (1%) percentage point; or
- (ii) If the Note is a Fixed Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point; and
- (iii) failure to make payments after the aforesaid increases shall be a Default under the Note and a Breach of Covenants under the Security Instrument.

2. BORROWERS RIGHT TO REINSTATE

Paragraph 19 of the Security Instrument is amended to add that in the event the Borrower seeks to reinstate, by curing a default through a bankruptcy proceeding, the Lender shall be entitled to interest on the amount necessary to cure the default at the rate specified in the Note securing this Security Instrument.

3. BORROWERS RIGHT TO PREPAY

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. Any partial prepayment must be received on the installment due date. Any partial prepayment received on other than the installment due date will be considered as received on the next due date.

4. ADJUSTABLE RATE PROVISIONS

If this loan is an Adjustable Rate loan, the Adjustable Rate Rider to the Security Instrument is amended as follows:

Borrower's Initials *JP*

(i) "The Index", Paragraph 4(B) shall read:

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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.

(ii) Calculation of Changes, Paragraph 4(C) shall read:

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points (the "Margin") to the Current Index. In the event that this figure is not evenly divisible by one-eighth, then the Note Holder will round the result to the next highest one-eighth of one percentage point (0.125%). Subject to the limits as stated in Section 4(D) this new figure will be my "New Interest Rate" until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(iii) Section 18 of the Security Instrument and Paragraph (B) of the Adjustable Rate Rider to the Security Instrument are amended to delete the following language:

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; and (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 Instrument is acceptable to Lender.

5. LATE CHARGES ON OVERDUE PAYMENTS

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. The amount of the late charge will be 5% of any overdue payment of principal, interest and, if applicable taxes, and insurance.

6. LEASEHOLD ESTATE

Paragraph 9 of the Security Instrument is amended to add that in the event the mortgage is secured by a leasehold estate Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider which amends the Note and Security Instrument.

Borrower Vincent Pellegrino

Borrower Christine Pellegrino

Borrower

Borrower

EXHIBIT C



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: MORTGAGE
Number of Pages: 23
Receipt Number : 10-0134221
MORTGAGE NUMBER: DB035065

Recorded: 11/17/2010
At: 02:44:50 PM
LIBER: M00022010
PAGE: 428

District: 0500 Section: 479.00 Block: 02.00 Lot: 031.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$274,000.00

Received the Following Fees For Above Instrument


		Exempt			Exempt
Page/Filing	\$115.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Affidavit	\$0.00	NO	Notation	\$0.00	NO
Cert.Copies	\$0.00	NO	RPT	\$30.00	NO
Mort.Basic	\$1,370.00	NO	Mort.Addl	\$792.00	NO
Mort.SplAddl	\$0.00	NO	Mort.SplAsst	\$685.00	NO
			Fees Paid	\$3,032.00	


MORTGAGE NUMBER: DB035065

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

JUDITH A. PASCALE
County Clerk, Suffolk County

Number of pages <u>23</u> This document will be public record. Please remove all Social Security Numbers prior to recording.	<div style="border: 1px solid black; padding: 2px;">1</div> <div style="border: 1px solid black; padding: 2px;">2</div>	RECORDED 2010 Nov 17 02:44:50 PM JUDITH A. PASCALE CLERK OF SUFFOLK COUNTY L M00022010 P 428 D8038065
---	---	--

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
3 FEES		
Page / Filing Fee _____ Handling <u>20.00</u> TP-584 _____ Notation _____ EA-52 17 (County) _____ Sub Total _____ EA-5217 (State) _____ R.P.T.S.A. <u>30-</u> Comm. of Ed. <u>5.00</u> Affidavit _____ Certified Copy _____ NYS Surcharge <u>15.00</u> Sub Total _____ Other _____ Grand Total <u>185-55</u>		Mortgage Amt. <u>274,000</u> 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Asst. _____ or _____ Spec./Add. <u>284</u> TOT. MTG. TAX _____ Dual Town _____ Dual County _____ Held for Appointment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES <input checked="" type="checkbox"/> or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.

4 Dist. 0500 Section 479.00 Block 02.00 Lot 031.000 0500 47900 0200 031000 Real Property Tax Service Agency Verification 	5 Community Preservation Fund Consideration Amount \$ _____ CPF Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____
6 Satisfactions HUDSON CITY SAVINGS BANK WEST 80 CENTURY ROAD PARAMUS, NEW JERSEY 07652 ATTENTION: POST CLOSING DEPARTMENT	

Mail to: Judith A. Pascale, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcountyny.gov/clerk	7 Title Company Information Co. Name <u>LINK AMERICA Land Services Inc</u> Title # <u>620-17854-5</u>
--	--

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached MORTGAGE made by _____ (SPECIFY TYPE OF INSTRUMENT)

VINCENT PELLEGRINO AND CHRISTINE PELLEGRINO The premises herein is situated in _____
HUDSON CITY SAVINGS BANK In the TOWN of ISLIP
 In the VILLAGE _____
 or HAMLET of WEST ISLIP

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(OVER)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-8009

Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, N.Y. 11937
(631) 324-2770

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 283-6514

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1803

Sincerely,

Judith A. Pascale
Suffolk County Clerk

dw
2/99

15-0104, 01/05/09



(23)

After Recording Return To:
Hudson City Savings Bank
West 80 Century Road
Cityplace Paramus, State New Jersey Postal Code 07652
Attention: Post Closing Dept.

500
479
2
31
\$ 2847

GAP

[Space Above This Line For Recording Data]

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated October 19, 2010, together with all Riders to this document, will be called the "Security Instrument."

(B) "Borrower." VINCENT PELLEGRINO and CHRISTINE PELLEGRINO

whose address is 23 Celano Lane, West Islip, NY 11795
sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." HUDSON CITY SAVINGS BANK will be called "Lender." Lender is a corporation or association which exists under the laws of The United States of America. Lender's address is West 80 Century Road, Paramus, New Jersey 07652.

(D) "Note." The note signed by Borrower and dated October 19, 2010, will be called the "Note." The Note shows that I owe Lender Two Hundred Seventy Four Thousand and 00/100 Dollars (U.S. \$274,000.00) 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 November 01, 2040.

(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
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other(s) Legal description
- 1-4 Family Rider
- Biweekly Payment Rider
- Generic Rider

(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."

Borrower's Initials

VP S

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

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

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

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

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

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

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

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

(A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;

(B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument and the Note.

DESCRIPTION OF THE PROPERTY

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

(A) The Property which is located at 23 Celano Lane
[Street]
West Islip, New York 11795
[City, Town or Village] [Zip Code]

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS SCHEDULE "A"

Borrower's Initials: SP

THIS MORTGAGE IS INTENDED TO CREATE A VALID FIRST LIEN ON THE SUBJECT PROPERTY

THE PROPERTY IS IMPROVED BY A ONE OR TWO FAMILY DWELLING

See attached schedule A

Being the same premises conveyed to the mortgage herein by deed from ODD NILSEN and MARINA NILSEN dated 09/24/2009 and recorded 12/18/2009 IN LIBER 12610 AT PAGE 264

;;;

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

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

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record. I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

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

COVENANTS

I promise and I agree with Lender as follows:

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

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

Borrower's Initials:

Form 3033 (1/01) (page 3 of 17 pages)

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

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

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

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

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

Any remaining amounts will be applied as follows:

First, to pay any late charges;

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

Next, to reduce the principal balance of the Note.

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

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note. Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments For Taxes And Insurance.

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

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

Borrower's Initials:

- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

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

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

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

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

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

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

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

Borrower's Initials:

Form 2039 1/01 (page 5 of 17 pages)

Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

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

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

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

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

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

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

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

Borrower's Initials: JP §

request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

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

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

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

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

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

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

Borrower's Initials RP SP

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

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

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

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

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

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

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

Borrower's Initials:

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

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

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

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

Borrower's Initials: H S

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, any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance."

It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less

Borrower's Initials:  

than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds. I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

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

12. Continuation of Borrower's Obligations And of Lender's Rights.

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

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

(b) **Lender's Rights.** Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights, to

Borrower's Initials: JP GP

modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

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

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

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

If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

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

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

Borrower's Initials:

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

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

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

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

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

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

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

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

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

Borrower's Initials  

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

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

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

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

Borrower's Initials

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

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

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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

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

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

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;
- (b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:
 - (1) The promise or agreement that I failed to keep or the default that has occurred;
 - (2) The action that I must take to correct that default;
 - (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
 - (4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;
 - (5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and
 - (6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

Borrower's Initials JP Q

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

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

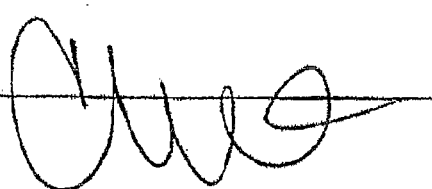
24. Agreements about New York Lien Law. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund;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


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

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

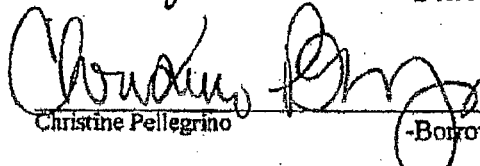
BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 12 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:






Vincent Pellegrino (Seal)
-Borrower



Christine Pellegrino (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

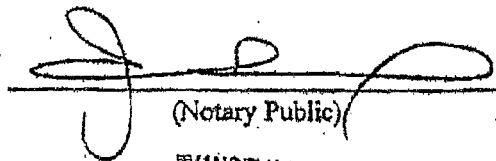
Borrower's Initials: 

[Space Below This Line For Acknowledgment]

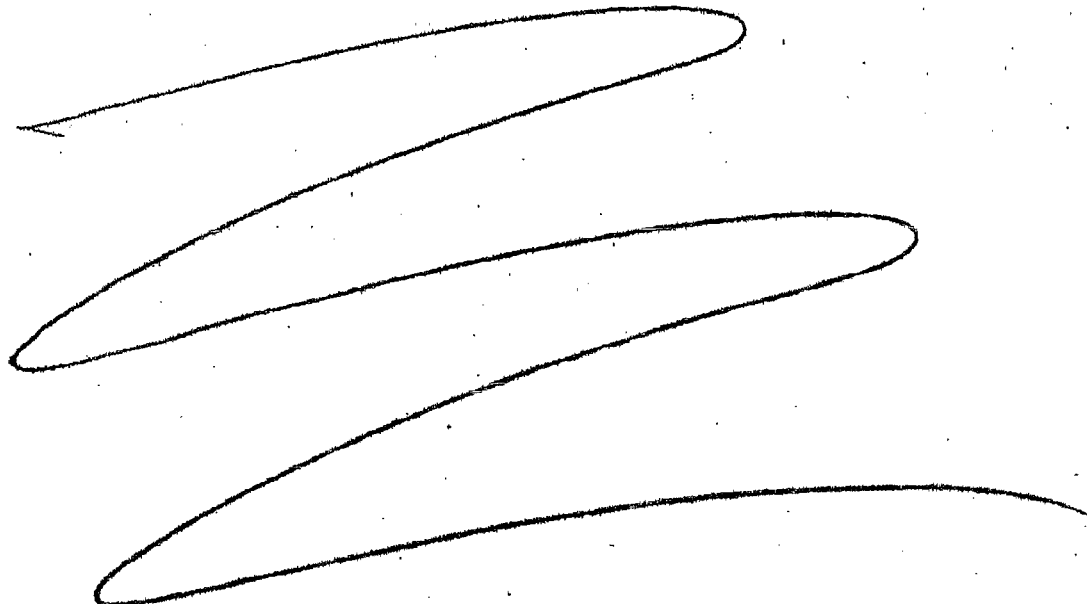
STATE OF NEW YORK, SUFFOLK COUNTY ss:

On the 19th day of October, 2010, before me, the undersigned, a notary public in and for said state, personally appeared VINCENT PELLEGRINO and CHRISTINE PELLEGRINO, 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.

My Commission Expires:


(Notary Public)

EVANGELIA SARAGO
Notary Public, State of New York
No. 0156116404
Qualified in West County
Commission Expires 9/27/2012



Borrower's Initials PS

ADJUSTABLE RATE RIDER

(1 Year Treasury Index -- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 19th day of October, 2010, 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 Hudson City Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11795

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

The Note provides for an initial interest rate of 4.625%. The Note provides for changes in the interest rate and the monthly payments as follows:

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

The interest rate I will pay may change on the first day of November, 2015 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three-quarter percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.625% or less than 2.750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.625%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Borrower's Initials

(F) Notice of Changes

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

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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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) 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 (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 Instrument is acceptable to 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. 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 releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Vincent Pellegrino

Vincent Pellegrino

(Seal)
-Borrower

Christine Pellegrino

Christine Pellegrino

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

GENERIC RIDER TO MORTGAGE

THIS RIDER is made this 19th day of October, 2010, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note"), Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") [collectively "the Loan Documents"] of the same date given by the undersigned (the "Borrower") to secure the Note to HUDSON CITY SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11795

(Property Address)

IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS RIDER AND ANY OF THE AFOREMENTIONED LOAN DOCUMENTS, THIS RIDER SHALL CONTROL.

THE FOLLOWING PROVISIONS OF THIS RIDER SHALL BE APPLICABLE UNLESS THE LOAN SECURED BY THE LOAN DOCUMENTS IS SOLD TO THE FEDERAL HOME LOAN MORTGAGE CORPORATION OR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION OR ANY OTHER PURCHASING ENTITY IN WHICH EVENT THIS RIDER SHALL TERMINATE AND BECOME NULL AND VOID.

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

1. OWNER OCCUPANCY (excluding loans approved under Investment category)

Any provision of the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. If during the term of the Note and Security Instrument the Lender discovers that the property is not being used by the Borrower as either a primary or secondary residence as originally stated, but rather is being used by the Borrower as either a rental or investment property, then:

- (i) if the Note is an Adjustable Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point, increasing the "margin" one (1%) percentage point, and increasing the lifetime caps on the interest rate by one (1%) percentage point; or
- (ii) if the Note is a Fixed Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point; and
- (iii) failure to make payments after the aforesaid increases shall be a Default under the Note and a Breach of Covenants under the Security Instrument.

2. BORROWERS RIGHT TO REINSTATE

Paragraph 19 of the Security Instrument is amended to add that in the event the Borrower seeks to reinstate, by curing a default through a bankruptcy proceeding, the Lender shall be entitled to interest on the amount necessary to cure the default at the rate specified in the Note securing this Security Instrument.

3. BORROWERS RIGHT TO PREPAY

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. Any partial prepayment must be received on the installment due date. Any partial prepayment received on other than the installment due date will be considered as received on the next due date.

4. ADJUSTABLE RATE PROVISIONS

If this loan is an Adjustable Rate loan, the Adjustable Rate Rider to the Security Instrument is amended as follows:

- (i) "The Index", Paragraph 4(B) shall read:

Borrower's Initials: _____

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 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.

(ii) Calculation of Changes, Paragraph 4(C) shall read:

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points (the "Margin") to the Current Index. In the event that this figure is not evenly divisible by one-eighth, then the Note Holder will round the result to the next highest one-eighth of one percentage point (0.125%). Subject to the limits as stated in Section 4(D) this new figure will be my "New Interest Rate" until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(iii) Section 18 of the Security Instrument and Paragraph (B) of the Adjustable Rate Rider to the Security Instrument are amended to delete the following language:

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; and (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 Instrument is acceptable to Lender.

5. LATE CHARGES ON OVERDUE PAYMENTS


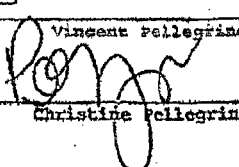
Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. The amount of the late charge will be 5% of any overdue payment of principal, interest and, if applicable taxes, and insurance.

6. LEASEHOLD ESTATE

Paragraph 9 of the Security Instrument is amended to add that in the event the mortgage is secured by

a leasehold estate Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider which amends the Note and Security Instrument.


Borrower Vincent Pellegrino

Borrower Christine Pellegrino

Borrower

Borrower

Title America Land Services, Inc.
Issued on behalf of
First American Title Insurance Company of New York

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at West Islip, Town of Islip, County of Suffolk and State of New York, known and designated as Lot No. 6 on a certain map entitled, "Map of Dolphin Estates, West Islip, Town of Islip, Suffolk County, New York, April 1964, George H. Walbridge Co., C.E. & C.S., Babylon, New York" and filed in the Office of the Clerk of the County of Suffolk on November 19, 1964 as Map No. 4204, which is bounded and described as follows:

BEGINNING at a point on the southerly side of Celano Lane distant westerly 481.00 feet from a point making the extreme northerly end of a curve having a radius of 20 feet and a length equal to 31.42 feet which curve connects the southerly side of Celano Lane and the westerly side of Oak Neck Road;

RUNNING THENCE South 34 degrees 12 minutes 00 seconds East 200 feet;

THENCE South 55 degrees 48 minutes 00 seconds West 100 feet;

THENCE North 34 degrees 12 minutes 00 seconds West 200 feet to southerly side of Celano Lane;

THENCE along the southerly side of Celano Lane, North 55 degrees 48 minutes 00 seconds East 100 feet to the point or place of **BEGINNING**.

For Information Only - Not Insured Hereunder:

Property Address: 23 Celano Lane, West Islip, New York 11795
District: 0500 **Section:** 479.00 **Block:** 02.00 **Lot:** 031.000

EXHIBIT D



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: MECA (EXT/CON/MOD)
Number of Pages: 40
Receipt Number : 10-0134221
MORTGAGE NUMBER: DB035066

Recorded: 11/17/2010
At: 02:44:50 PM
LIBER: M00022010
PAGE: 429

District: 0500 Section: 479.00 Block: 02.00 Lot: 031.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$880,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$200.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Affidavit	\$5.00	NO	Notation	\$1.00	NO
Cert.Copies	\$0.00	NO	RPT	\$30.00	NO
Mort.Basic	\$0.00	NO	Mort.Addl	\$0.00	NO
Mort.SplAddl	\$0.00	NO	Mort.SplAsst	\$0.00	NO
			Fees Paid	\$276.00	

MORTGAGE NUMBER: DB035066

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL


JUDITH A. PASCALE
County Clerk, Suffolk County


1 | 2

Number of pages 40

This document will be public record. Please remove all Social Security Numbers prior to recording.

RECORDED
2019 Nov 17 02:44:50 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L. #0022010
P. 429
08035066

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
3 FEES		
Page / Filing Fee _____ Handling <u>20.00</u> TP-584 _____ Notation <u>2N 1-</u> EA-52 17 (County) _____ EA-5217 (State) _____ R.P.T.S.A. <u>20</u> Comm. of Ed. <u>5.00</u> Affidavit <u>255 5</u> Certified Copy _____ NYS Surcharge <u>15.00</u> Other _____	Sub Total _____ <div style="text-align: center;"></div> Grand Total <u>270.55</u>	Mortgage Amt. <u>860,000</u> 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Assit. _____ or _____ Spec./Add. _____ TOT. MTG. TAX <u>0</u> Dual Town _____ Dual County _____ Held for Appointment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES <input checked="" type="checkbox"/> or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.

4 Dist. 0500 Section 479.00 Block 02.00 Lot. 031.000 Real Property Tax Service Agency Verification <div style="text-align: center;"></div>	5 Community Preservation Fund Consideration Amount \$ _____ CPF Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____
--	--

Mail to: Judith A. Pascale, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcountyny.gov/clerk	7 Title Company Information Co. Name <u>Title America Land Services</u> Title # <u>506-12854-S</u>
--	---

8 | Suffolk County Recording & Endorsement Page

This page forms part of the attached CEMA / 255 Affidavit made by: _____

(SPECIFY TYPE OF INSTRUMENT)

VINCENT PELLEGRINO AND CHRISTINE PELLEGRINO The premises herein is situated in SUFFOLK COUNTY, NEW YORK

TO HUDSON CITY SAVINGS BANK In the TOWN of ISLIP

In the VILLAGE _____ or HAMLET of WEST ISLIP

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

East Hampton Town Receiver of Taxes
300 Partridge Place
East Hampton, N.Y. 11937
(631) 324-2770

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

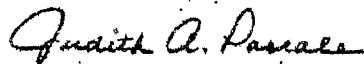
Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 283-6514

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1803

Sincerely,



Judith A. Pascale
Suffolk County Clerk

dw
2/99

123456789

Record and return to:

Hudson City Savings Bank
West 80 Century Road
Paramus, NJ 07652



500
479
2
31
8

[Space Above This Line For Recording Data]

CONSOLIDATION, EXTENSION, AND MODIFICATION AGREEMENT

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Agreement." This document, which is dated **OCTOBER 19, 2010** and exhibits and riders attached to this document will be called the "Agreement."

(B) "Borrower." **VINCENT PELLEGRINO and CHRISTINE PELLEGRINO** will be called "Borrower" and sometimes "T" or "me." Borrower's address is **23 CELANO LANE, WEST ISLIP, NY 11795**

(C) "Lender." **Hudson City Savings Bank** will be called "Lender" and sometimes "Note Holder." Lender is a federally chartered savings bank which is organized and exists under the laws of the State of Delaware. Lender's address is **West 80 Century Road, Paramus, NJ 07652.**

(D) "Mortgages." The mortgages, deeds of trust, or other security instruments and any additional security instruments and related agreements (such as assignments, extensions, modifications, or consolidations of mortgages) identified in Exhibit A to this Agreement will be called the "Mortgages."

(E) "Note Holder." Lender or anyone who succeeds to Lender's rights under this Agreement and who is entitled to receive the payments I agree to make under this Agreement may be called the "Note Holder."

(F) "Notes." The Notes which are identified in Exhibit A to this Agreement, and which are secured by the Mortgages, will be called the "Notes."

(G) "Property." The property which is described in the Mortgage(s) and in Exhibit B (Property Description) to this Agreement, will be called the "Property." The Property is located at:

23 CELANO LANE, WEST ISLIP, NY 11795

I promise and I agree with Lender as follows:

I. BORROWER'S AGREEMENT ABOUT OBLIGATION UNDER THE NOTES AND MORTGAGES

I agree to take over all of the obligations under the Notes and Mortgages as consolidated and modified by this Agreement as Borrower. This means that I will keep all of the promises and agreements made in the Notes and Mortgages even if some other person made those promises and agreements before me. The total unpaid principal balance of the Notes is U.S. \$880,000.00 of this amount, U.S. \$274,000.00 was advanced to me (or for my account) immediately prior to this consolidation.

II. AGREEMENT TO COMBINE NOTES AND MORTGAGES

(A) By signing this Agreement, Lender and I are combining into one set of rights and obligations all of the promises and agreements stated in the Notes and Mortgages including any earlier agreements which combined, modified, or extended rights and obligations under any of the Notes and Mortgages. This means that all of Lender's rights in the Property are combined so that under the law Lender has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. This combining of notes and mortgages is known as a "Consolidation."

(B) In the event that Exhibit A indicates that all of the Notes and Mortgages have already been combined by a previous agreement, then Lender and I agree to change the terms of Section II, paragraph (A) of this Agreement to the following:

Lender and I agree that all of the promises and agreements stated in the Notes and Mortgages -- including any earlier agreements which combined, modified, or extended rights and obligations under any of the Notes and Mortgages -- have been combined into one set of rights and obligations by an earlier agreement which is referred to in Exhibit A. This means that all of the Lender's rights in the Property have already been combined so that under the law Lender already has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. The combining of notes and mortgages is known as a "Consolidation."

III. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED NOTE

Lender and I agree that the terms of the Notes are changed and restated to be the terms of the "Consolidated Note" which is attached to this Agreement as Exhibit C. The Consolidated Note contains the terms of payment for the amounts that I owe to Note Holder. I agree to pay the amounts due under the Notes in accordance with the terms of the Consolidated Note. The Consolidated Note will supersede all terms, covenants, and provisions of the Notes.

IV. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED MORTGAGE

Lender and I agree that the terms of the Mortgages are changed and restated to be the terms of the "Consolidated Mortgage" which is attached to this Agreement as Exhibit D. The Consolidated Mortgage secures the Consolidated Note and will constitute in law a single lien upon the Property. I agree to be bound by the terms set forth in the Consolidated Mortgage which will supersede all terms, covenants, and provisions of the Mortgages.

V. NO SET-OFF, DEFENSES

I agree that I have no right of set-off or counterclaim, or any defense to the obligations of the Consolidated Note or the Consolidated Mortgage.

VI. BORROWER'S INTEREST IN THE PROPERTY

I promise that I am the lawful owner occupying the Property and that I have the right to consolidate, modify, and extend the Notes and Mortgages.

VII. WRITTEN TERMINATION OR CHANGE OF THIS AGREEMENT

This Agreement may not be terminated, changed, or amended except by a written agreement signed by the party whose rights or obligations are being changed by that agreement.

VIII. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S OR LENDER'S RIGHTS OR OBLIGATIONS

If more than one person signs this Agreement as Borrower, each of us is fully and personally obligated to keep all of Borrower's promises and obligations contained in this Agreement. The Note Holder may enforce its rights under this Agreement against each of us individually or against all of us together.

The terms of the Consolidated Note and the Consolidated Mortgage may not allow any person to take over my rights or obligations under this Agreement. Lender and I agree that if any person is permitted to take over my rights and obligations under this Agreement, that person will have all of my rights and will be obligated to keep all of my promises and agreements made in this Agreement. Similarly, any person who takes over Lender's rights or obligations under this Agreement will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Agreement.

IX. 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 Consolidated Note as a "trust fund;" and (B) use those amounts to pay for "cost of improvement" (as defined in 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 IX.

X. TYPE OF PROPERTY

Check box(es) as applicable.

- This Agreement covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six (6) residential dwelling units with each dwelling unit having its own separate cooking facilities.
- This Agreement covers real property improved, or to be improved, by a one (1) or two (2) family dwelling.
- This Agreement does not cover real property improved as described above.

By signing this Agreement, Lender and I agree to all of the above.

HUDSON CITY SAVINGS BANK - Lender

Vincent Pellegrino
VINCENT PELLEGRINO - Borrower

By: *William E. Throne IV*
William E. Throne IV, Esquire
Authorized Signatory

Christine Pellegrino
CHRISTINE PELLEGRINO - Borrower

[Space Below This Line For Acknowledgment]

STATE OF NEW YORK, SUFFOLK COUNTY ss:

On the 19TH day of OCTOBER, 2010, before me, the undersigned, a notary public in and for said state, personally appeared VINCENT PELLEGRINO and CHRISTINE PELLEGRINO 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.

EVANGELIA SARACO
Notary Public, State of New York
No. 01SAS118404
Qualified in West County
Commission Expires 9/27/2012

My Commission Expires:
[Signature]
Notary Public

Jessy Berger

STATE OF NEW YORK, SUFFOLK COUNTY ss:

On the 19TH day of OCTOBER, 2010, before me, the undersigned, a notary public in and for said state, personally appeared William E. Throne IV, Esquire, 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.

My Commission Expires:

J. Motta

Notary Public

JENNIFER M. MOTTA
A Notary Public of New Jersey
My Commission Expires Sept. 7, 2015

INSTRUCTIONS

The following instructions apply if this Agreement is used in a consolidation, extension, or modification of a single family loan intended for possible sale to Fannie Mae or Freddie Mac.

- (1) All notes, security instruments, assignments, the most recent consolidation agreement and related agreements that modify, consolidate, or extend prior underlying obligations and which predate this Agreement must be listed in Exhibit A to this Agreement. The language in Exhibit A to this Agreement is only a sample and may be revised as appropriate.

If any new money is advanced, number (1) on Exhibit A should refer to both (a) the "Gap" Mortgage (i.e., the new money mortgage discussed in (5) below), and (b) the "Gap" Note (i.e., new money note discussed in (5) below).

- (2) The metes and bounds description of the Property must be set forth in Exhibit B to this Agreement.
- (3) The Consolidated Note must be the current version of the applicable Single Family Fannie Mae/Freddie Mac Uniform Note (e.g., Forms 3233, 3501, 3502, 3504, or 3514) with the following language inserted at the top of the document:

For Fixed Rate Notes:

CONSOLIDATED NOTE

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

For Adjustable Rate Notes:

CONSOLIDATED ADJUSTABLE RATE NOTE

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

The Consolidated Note, with all blanks completed, and any applicable addendum or addenda, must be executed by the Borrower(s) and a copy of the executed Consolidated Note must be attached hereto as Exhibit C. The repayment terms of the Consolidated Note (e.g., the consolidated principal amount, the monthly principal and interest payment, the interest rate and provisions for any interest rate and monthly payment changes applicable to the consolidated obligations) must be set forth in the Consolidated Note. The dollar amount entered in the first blank in Section I of this Agreement and the consolidated principal amount of the Consolidated Note must be the same.

- (4) The Consolidated Mortgage must be the current version of the New York Single Family Fannie Mae/Freddie Mac Uniform Instrument (Form 3033). The Consolidated Mortgage, with all blanks completed, and any applicable riders (such as an adjustable rate rider), must be attached hereto as Exhibit D. The Consolidated Mortgage need not be signed by the Borrower(s). The dollar amount entered in the first blank in Section I of this Agreement and the dollar amount entered in the corresponding blank in the Consolidated Mortgage must be the same.

- (5) if new funds are advanced at the time of the consolidation and modification evidenced by this Agreement, the new obligation must be evidenced by an original of the new money note (the "Gap" Note) and an original of the new money mortgage (the "Gap" Mortgage) on the current Fannie Mae/Freddie Mac Single Family Uniform Instrument (Form 3033).

The dollar amount entered in the second blank in Section I of this Agreement and the dollar amount entered in the corresponding blank on the Gap Note and Gap Mortgage must be the same. If no new funds are advanced at the time of the consolidation and modification, then the second blank in Section I of this Agreement should be zero. This new loan will then become a part of the Consolidated Note and the Consolidated Mortgage. It is not necessary that the repayment terms of the new loan, as set out in the Gap Note, reflect the terms of the Consolidated Note.

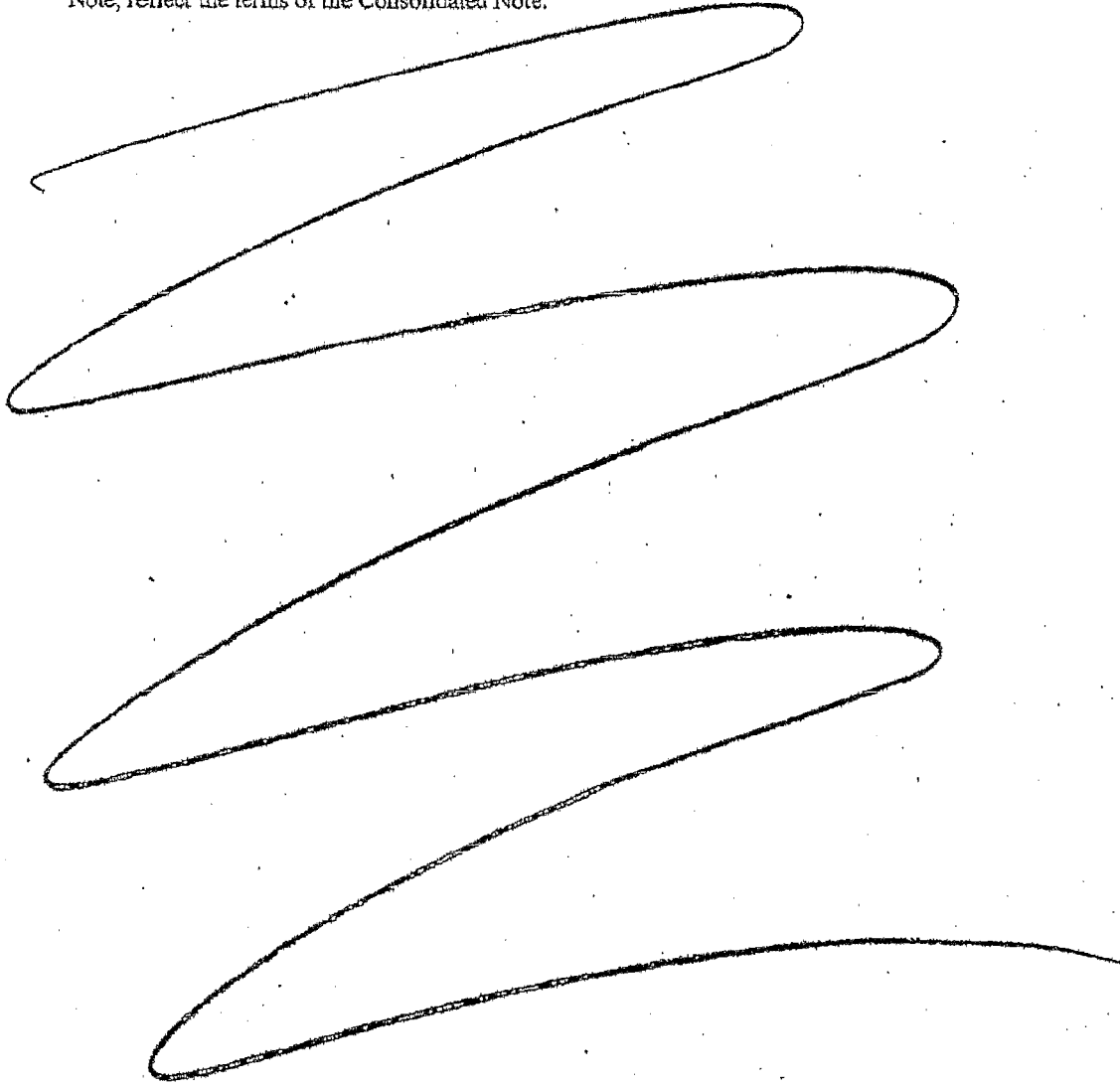


EXHIBIT A

(List of Mortgages, Notes, and Agreements)

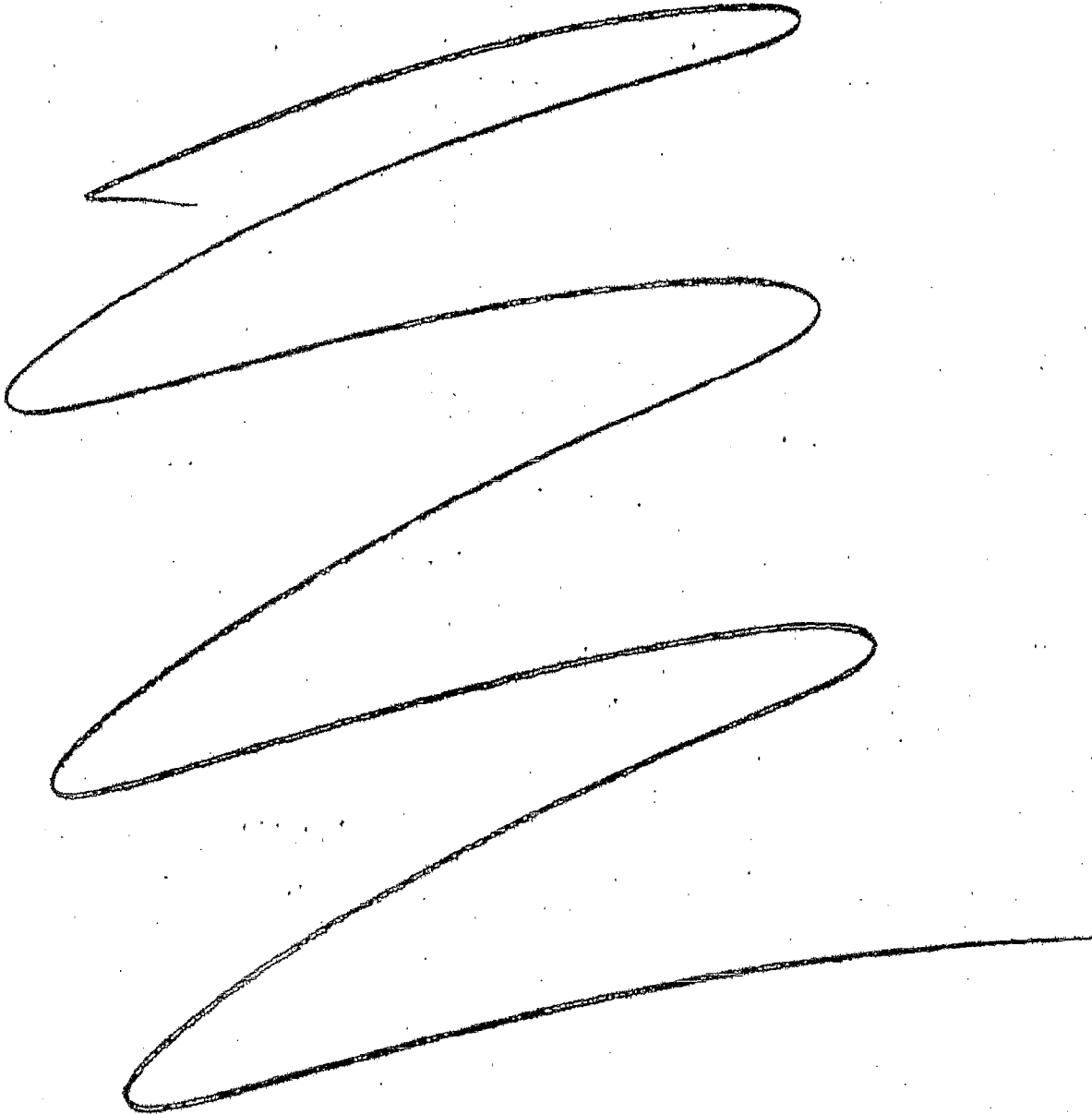
(1) Mortgage Dated: **OCTOBER 19, 2010**
Mortgage Amount: **\$274,000.00**
Parties: Mortgagor: **VINCENT PELLEGRINO and CHRISTINE PELLEGRINO**
Mortgagee: **Hudson City Savings Bank**
County of Recording: **SUFFOLK**
Date of Recording: **TO BE RECORDED HEREWITH**
Recording Liber/Reel:
Recording Page:
Secures a Note Dated **OCTOBER 19, 2010** in the principal amount of **\$274,000.00**

(2) Mortgage Dated: **September 24, 2009**
Mortgage Amount: **\$606,000.00**
Parties: Mortgagor: **VINCENT PELLEGRINO and CHRISTINE PELLEGRINO**
Mortgagee: **Hudson City Savings Bank**
County of Recording: **SUFFOLK**
Date of Recording: **December 18, 2009**
Recording Liber/Reel: **21897**
Recording Page: **660**
Secures a Note Dated **September 24, 2009** in the principal amount of **\$606,000.00**.

The current principal balance of the mortgages(s) identified in Paragraph 2 is **\$606,000.00**.

The mortgage(s) identified in Paragraph(s) 1 and 2 are consolidated to form a single lien in the principal amount of **\$880,000.00**.

EXHIBIT B
(Property Description).



Title America Land Services, Inc.
Issued on behalf of
First American Title Insurance Company of New York

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at West Islip, Town of Islip, County of Suffolk and State of New York, known and designated as Lot No. 6 on a certain map entitled, "Map of Dolphin Estates, West Islip, Town of Islip, Suffolk County, New York, April 1964, George H. Walbridge Co., C.E. & C.S., Babylon, New York" and filed in the Office of the Clerk of the County of Suffolk on November 19, 1964 as Map No. 4204, which is bounded and described as follows:

BEGINNING at a point on the southerly side of Celano Lane distant westerly 481.00 feet from a point making the extreme northerly end of a curve having a radius of 20 feet and a length equal to 31.42 feet which curve connects the southerly side of Celano Lane and the westerly side of Oak Neck Road;

RUNNING THENCE South 34 degrees 12 minutes 00 seconds East 200 feet;

THENCE South 55 degrees 48 minutes 00 seconds West 100 feet;

THENCE North 34 degrees 12 minutes 00 seconds West 200 feet to southerly side of Celano Lane;

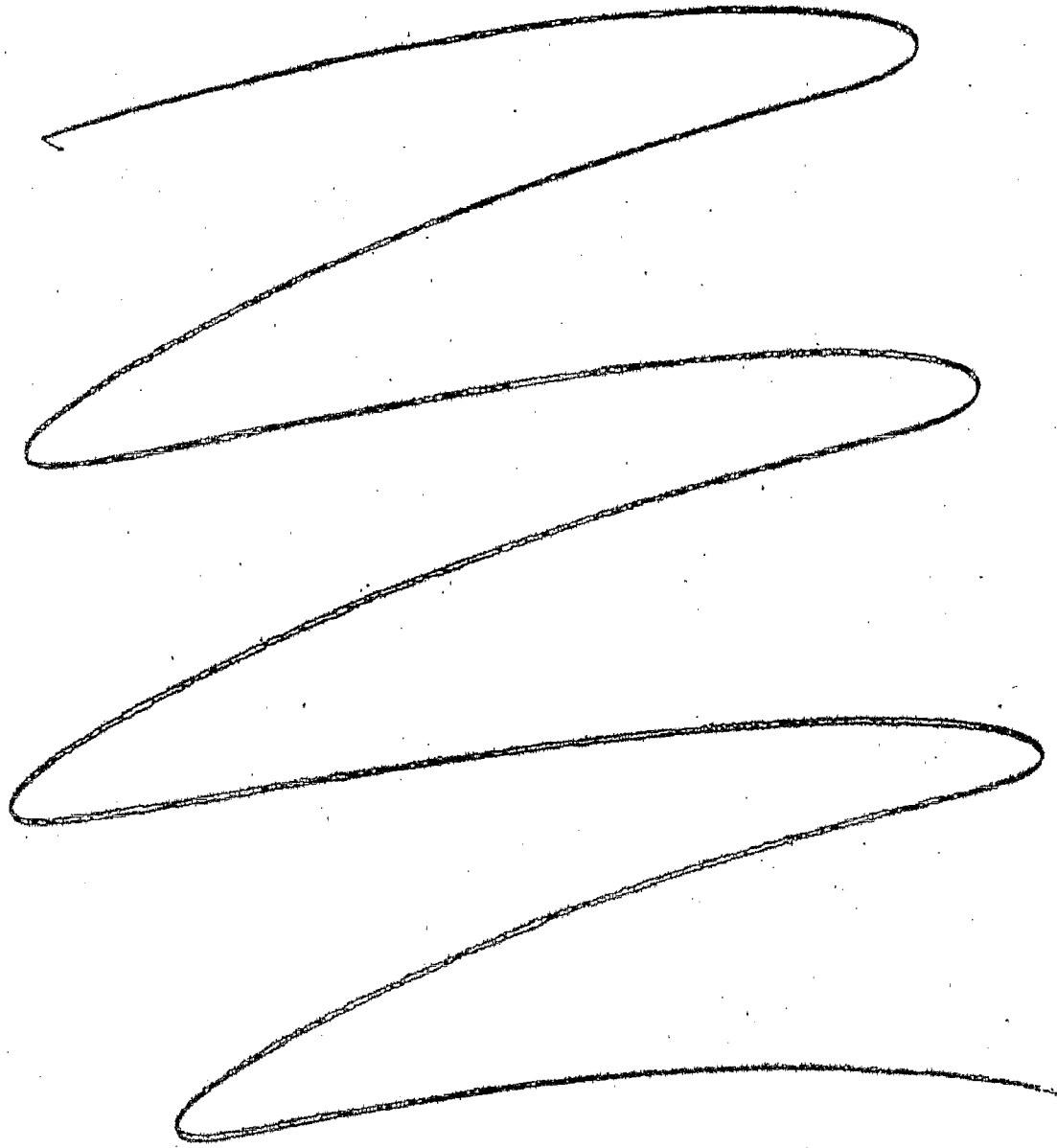
THENCE along the southerly side of Celano Lane, North 55 degrees 48 minutes 00 seconds East 100 feet to the point or place of **BEGINNING**.

For Information Only - Not Insured Hereunder:

Property Address: 23 Celano Lane, West Islip, New York 11795
District: 0500 Section: 479.00 Block: 02.00 Lot: 031.000

EXHIBIT C

(Consolidated Note and Addenda)



(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the 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 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of November, 2015 and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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 that 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 two and three-quarter percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.625 % or less than 2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

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 a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of Principal and Interest, my partial Prepayment may reduce the amount of my monthly payments after the first 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 that 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.

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 (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be five (5%) of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

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

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

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.

Unless the Note Holder requires a different method, 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 that might result if I do not keep the promises that 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 read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall 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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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.

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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead 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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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) 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 (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 Instrument is acceptable to 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. Lender also may 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 releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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

_____ (Seal)
 Vincent Pellegrino -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

[Sign Original Only]

GENERIC RIDER TO NOTE

THIS RIDER is made this 19th day of October 2010, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note"), Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") [collectively "the Loan Documents"] of the same date given by the undersigned (the "Borrower") to secure the Note to HUDSON CITY SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11795

(Property Address)

IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS RIDER AND ANY OF THE AFOREMENTIONED LOAN DOCUMENTS, THIS RIDER SHALL CONTROL.

THE FOLLOWING PROVISIONS OF THIS RIDER SHALL BE APPLICABLE UNLESS THE LOAN SECURED BY THE LOAN DOCUMENTS IS SOLD TO THE FEDERAL HOME LOAN MORTGAGE CORPORATION OR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION OR ANY OTHER PURCHASING ENTITY IN WHICH EVENT THIS RIDER SHALL TERMINATE AND BECOME NULL AND VOID.

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

1. OWNER OCCUPANCY (excluding loans approved under Investment category)

Any provision of the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. If during the term of the Note and Security Instrument the Lender discovers that the property is not being used by the Borrower as either a primary or secondary residence as originally stated, but rather is being used by the Borrower as either a rental or investment property, then:

(i) if the Note is an Adjustable Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point, increasing the "margin" one (1%) percentage point, and increasing the lifetime caps on the interest rate by one (1%) percentage point; or

(ii) if the Note is a Fixed Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point; and

(iii) failure to make payments after the aforesaid increases shall be a Default under the Note and a Breach of Covenants under the Security Instrument.

2. BORROWERS RIGHT TO REINSTATE

Paragraph 19 of the Security Instrument is amended to add that in the event the Borrower seeks to reinstate, by curing a default through a bankruptcy proceeding, the Lender shall be entitled to interest on the amount necessary to cure the default at the rate specified in the Note securing this Security Instrument.

3. BORROWERS RIGHT TO PREPAY

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. Any partial prepayment must be received on the installment due date. Any partial prepayment received on other than the installment due date will be considered as received on the next due date.

Borrower's Initials:  _____

4. ADJUSTABLE RATE PROVISIONS

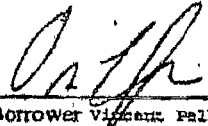
If this loan is an Adjustable Rate loan, the Adjustable Rate Note is amended as follows:

- (i) "The Index", Paragraph 4(B) shall read:
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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.
- (ii) Calculation of Changes, Paragraph 4(C) shall read:
Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points (the "Margin") to the Current Index. In the event that this figure is not evenly divisible by one-eighth, then the Note Holder will round the result to the next highest one-eighth of one percentage point (0.125%). Subject to the limits as stated in Section 4(D) this new figure will be my "New Interest Rate" until the next Change Date.
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
- (iii) Uniform Secured Note, Paragraph 11, is amended to delete the following language:
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; and (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 Instrument is acceptable to Lender.

5. LATE CHARGES ON OVERDUE PAYMENTS.

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. The amount of the late charge will be 5% of any overdue payment of principal, interest and, if applicable taxes, and insurance.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider which amends the Note and Security Instrument.



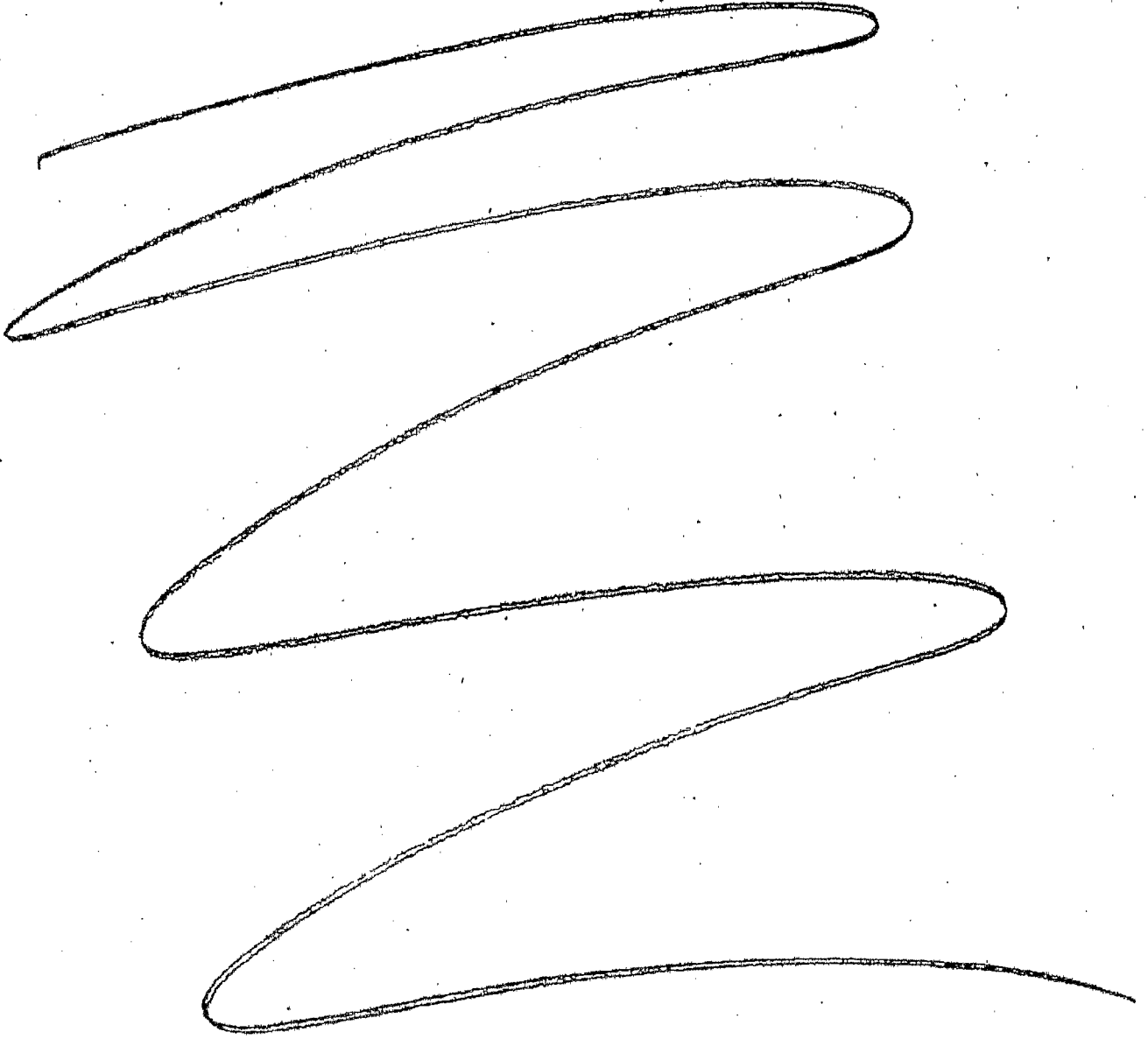
 Borrower Vincent Pallegiano

 Borrower

 Borrower

 Borrower

EXHIBIT D
(Consolidated Mortgage and Riders)



After Recording Return To:
 Hudson City Savings Bank
 West 80 Century Road
 Cityplace Paramus, State New Jersey Postal Code 07652
 Attention: Post Closing Dept.

CONSOLIDATED

[Space Above This Line For Recording Data]

MORTGAGE**WORDS USED OFTEN IN THIS DOCUMENT**

(A) "Security Instrument." This document, which is dated October 19, 2010, together with all Riders to this document, will be called the "Security Instrument."

(B) "Borrower." VINCENT PELLEGRINO and CHRISTINE PELLEGRINO

whose address is 23 Celano Lane, West Islip, NY 11795

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

(C) "Lender." HUDSON CITY SAVINGS BANK will be called "Lender." Lender is a corporation or association which exists under the laws of The United States of America. Lender's address is West 80 Century Road, Paramus, New Jersey 07652.

(D) "Note." The note signed by Borrower and dated October 19, 2010, will be called the "Note." The Note shows that I owe Lender Eight Hundred Eighty Thousand And Zero/100

Dollars (U.S. \$880,000.00) 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 November 01, 2040.

(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]:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) Legal description |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Generic Rider |

(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."

Borrower's Initials VP CP

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

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

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

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

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

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

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

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

(A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;

(B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument and the Note.

DESCRIPTION OF THE PROPERTY

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

(A) The Property which is located at 23 Celano Lane
[Street]
West Islip, New York 11795
[City, Town or Village] [Zip Code]

This Property is in Suffolk County. It has the following legal description:
SEE LEGAL DESCRIPTION ATTACHED HERETO AS SCHEDULE "A"

Borrower's Initials: dl P

THIS MORTGAGE IS INTENDED TO CREATE A VALID FIRST LIEN ON THE SUBJECT PROPERTY

THE PROPERTY IS IMPROVED BY A ONE OR TWO FAMILY DWELLING

See attached schedule A

Being the same premises conveyed to the mortgage herein by deed from ODD NILSEN and MARINA NILSEN dated 09/24/2009 and recorded 12/18/2009 IN LIBER-12610 AT PAGE 264

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

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

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

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

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

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

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

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record. I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

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

COVENANTS

I promise and I agree with Lender as follows:

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

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

Borrower's Initials: OP 9

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

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

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

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

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

Any remaining amounts will be applied as follows:

First, to pay any late charges;

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

Next, to reduce the principal balance of the Note.

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

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note. Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments For Taxes And Insurance.

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

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

Borrower's Initials:  

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

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

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

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

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

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

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

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

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

Borrower's Initials: *N* *P*

Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

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

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

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

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

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

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

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

Borrower's Initials:

request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

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

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

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

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

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

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

Borrower's Initials:

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

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

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

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

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

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

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

Borrower's Initials:

NEW YORK--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Template - 3000231 - NY Fannie Mae/Freddie Mac Mortgage (Letter Size) - Form - NY

Form 3033 1/01 (page 8 of 17 pages)

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

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

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

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

Borrower's Initials: JP 9

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, any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance."

It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has -- if any -- regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less

Borrower's Initials: N P

NEW YORK--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Template - 3009231 - NY Fannie Mae/Freddie Mac Mortgage (Letter Size) - Form - NY

Form 3033 1/01 (page 10 of 17 pages)

modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

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

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

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

If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

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

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

Borrower's Initials:

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

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

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

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

Borrower's Initials:

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

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

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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

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

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

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;
- (b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:
 - (1) The promise or agreement that I failed to keep or the default that has occurred;
 - (2) The action that I must take to correct that default;
 - (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
 - (4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;
 - (5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and
 - (6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

Borrower's Initials:

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

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

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

25. Borrower's Statement Regarding the Property [check box as applicable].
- This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.
 - This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.
 - This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 12 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

_____ (Seal)
 Vincent Pellegrino -Borrower

_____ (Seal)
 Christine Pellegrino -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

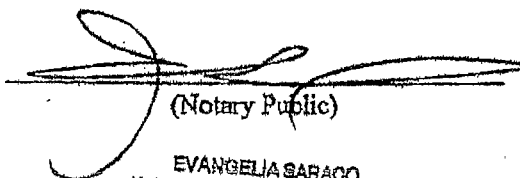
Borrower's Initials: VP CP

[Space Below This Line For Acknowledgment]

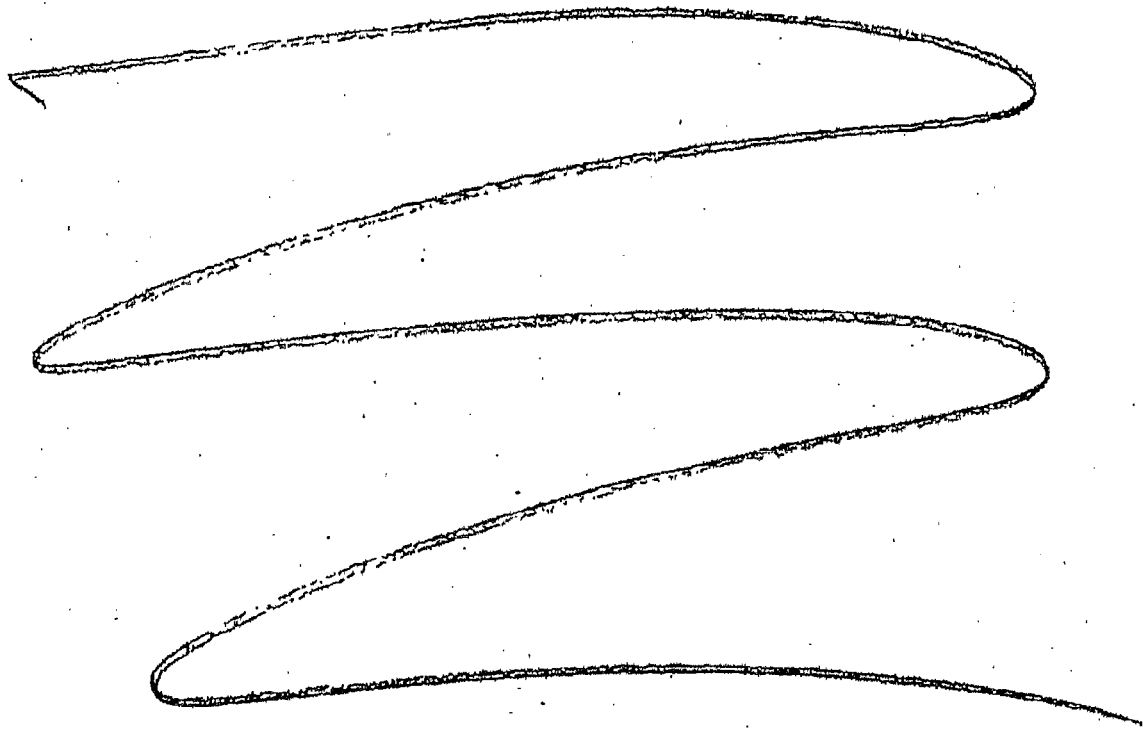
STATE OF NEW YORK, SUFFOLK COUNTY ss:

On the 19th day of October, 2010, before me, the undersigned, a notary public in and for said state, personally appeared VINCENT PELLEGRINO and CHRISTINE PELLEGRINO, 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.

My Commission Expires:


(Notary Public)

EVANGELIA SARAGO
Notary Public, State of New York
No. 01SAG116404
Qualified in West County
Commission Expires 9/27/2012



Borrower's Initials:  

ADJUSTABLE RATE RIDER
(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 19th day of October, 2010, 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 Hudson City Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11795
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

The Note provides for an initial interest rate of 4.625%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 2015 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three-quarter percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.625% or less than 2.750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.625%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Borrower's Initials: [Signature] [Signature]

(F) Notice of Changes

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

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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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) 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 (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 Instrument is acceptable to 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. 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 releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Vincent Pellegrino

Vincent Pellegrino (Seal)
-Borrower

Christine Pellegrino

Christine Pellegrino (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

GENERIC RIDER TO MORTGAGE

THIS RIDER is made this 19th day of October, 2010, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note"), Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") [collectively "the Loan Documents"] of the same date given by the undersigned (the "Borrower") to secure the Note to HUDSON CITY SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11795

(Property Address)

IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS RIDER AND ANY OF THE AFOREMENTIONED LOAN DOCUMENTS, THIS RIDER SHALL CONTROL.

THE FOLLOWING PROVISIONS OF THIS RIDER SHALL BE APPLICABLE UNLESS THE LOAN SECURED BY THE LOAN DOCUMENTS IS SOLD TO THE FEDERAL HOME LOAN MORTGAGE CORPORATION OR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION OR ANY OTHER PURCHASING ENTITY IN WHICH EVENT THIS RIDER SHALL TERMINATE AND BECOME NULL AND VOID.

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

1. OWNER OCCUPANCY (excluding loans approved under Investment category)

Any provision of the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. If during the term of the Note and Security Instrument the Lender discovers that the property is not being used by the Borrower as either a primary or secondary residence as originally stated, but rather is being used by the Borrower as either a rental or investment property, then:

- (i) if the Note is an Adjustable Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point, increasing the "margin" one (1%) percentage point, and increasing the lifetime caps on the interest rate by one (1%) percentage point; or
- (ii) if the Note is a Fixed Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point; and
- (iii) failure to make payments after the aforesaid increases shall be a Default under the Note and a Breach of Covenants under the Security Instrument.

2. BORROWERS RIGHT TO REINSTATE

Paragraph 19 of the Security Instrument is amended to add that in the event the Borrower seeks to reinstate, by curing a default through a bankruptcy proceeding, the Lender shall be entitled to interest on the amount necessary to cure the default at the rate specified in the Note securing this Security Instrument.

3. BORROWERS RIGHT TO PREPAY

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. Any partial prepayment must be received on the installment due date. Any partial prepayment received on other than the installment due date will be considered as received on the next due date.

4. ADJUSTABLE RATE PROVISIONS

If this loan is an Adjustable Rate loan, the Adjustable Rate Rider to the Security Instrument is amended as follows:

- (i) "The Index", Paragraph 4(B) shall read:

Borrower's Initials:

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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.

(ii) Calculation of Changes, Paragraph 4(C) shall read:

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points (the "Margin") to the Current Index. In the event that this figure is not evenly divisible by one-eighth, then the Note Holder will round the result to the next highest one-eighth of one percentage point (0.125%). Subject to the limits as stated in Section 4(D) this new figure will be my "New Interest Rate" until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(iii) Section 18 of the Security Instrument and Paragraph (B) of the Adjustable Rate Rider to the Security Instrument are amended to delete the following language:

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; and (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 Instrument is acceptable to Lender.

5. LATE CHARGES ON OVERDUE PAYMENTS

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. The amount of the late charge will be 5% of any overdue payment of principal, interest and, if applicable taxes, and insurance.

6. LEASEHOLD ESTATE

Paragraph 9 of the Security Instrument is amended to add that in the event the mortgage is secured by

a leasehold estate Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider which amends the Note and Security Instrument.


Borrower Vincent Pellegrino


Borrower Christina Pellegrino

Borrower

Borrower

EXHIBIT E



HUDSON CITY SAVINGS BANK

W. 80 Century Road
Paramus, NJ 07652
(201) 967-1900



10/16/14

Vincent Pellegrino
23 Celano Ln
West Islip NY 11795-5105

Re: APPROVAL - SMALL CAPITALIZED MODIFICATION

Mortgage No. [REDACTED]
Property Address: 23 Celano Ln, Islip Town NY 11795-5105

Dear Vincent Pellegrino :

Hudson City Savings Bank is pleased to inform you that your loan modification application to capitalize the arrears to your existing loan balance has been approved.

We will add the delinquent payments from August 2014 through October 2014 to your outstanding balance. Please note that the total amount being capitalized is \$13,160.10.

Your next scheduled payment will be November 1, 2014 in the amount of \$3442.39. Your payment amount is subject to change, based on changes in your escrow account.

This action may cause your loan to have an outstanding balance due on the date of maturity. You will be responsible for payment of any amount due at the time of payoff or the maturity date of the loan. We must also advise you that should your account become delinquent, additional loss mitigation plans will not be offered and only full reinstatement will be accepted. This is a one-time opportunity and will not be offered again throughout the term of your loan.

Please give this matter your immediate attention and consideration. If you do not reply within ten (10) days from the date of this letter, the above forbearance will be withdrawn.

By signing below you agree and will abide by the terms and conditions of this method of forbearance. Please return the original signed letter to: Hudson City Savings Bank, West 80 Century Road, Paramus, NJ 07652, Attn: Mary K Berger.

Should you have any further questions, please do not hesitate to contact the undersigned at (201) 967-1900 extension 1528.

Very truly yours,

Mary K Berger

Mary K Berger
Loss Mitigation Department

Accepted: *[Signature]*

Accepted: _____

Date: 10/16/14

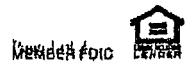


EXHIBIT F

New York State
Department of Financial Services

I, SHIRIN EMAMI, Executive Deputy Superintendent of Financial Services of the State of New York, **DO HEREBY CERTIFY:**

THAT, in accordance with the provisions of Section 601-b of the New York Banking Law, there were filed in the office of the Superintendent of Financial Services, and shall be effective, as of 12:02 a.m., November 1, 2015, a Bank Plan of Merger, dated as of October 8, 2015, and other required documents, providing for the merger of **HUDSON CITY SAVINGS BANK**, Paramus, New Jersey, with and into **MANUFACTURERS AND TRADERS TRUST COMPANY**, Buffalo, New York, under the name **MANUFACTURERS AND TRADERS TRUST COMPANY**, which merger was approved by the Superintendent of Financial Services on October 8, 2015;

THAT, the following banking offices of HUDSON CITY SAVINGS BANK have become branch offices of MANUFACTURERS AND TRADERS TRUST COMPANY:

West 80 Century Road, Paramus, Bergen County, NJ 07652
288 Main Street, Orange, Essex County, NJ 07050
587 Summit Avenue, Jersey City, Hudson County, NJ 07306
1168 State Route 34, Aberdeen, Monmouth County, NJ 07747
90 Barclay Center, Cherry Hill, Camden County, NJ 08034
580 North Main Street, Barnegat Township, Ocean County, NJ 08005
55 Brick Boulevard, Brick, Ocean County, NJ 08723
547 Broadway, Bayonne, Hudson County, NJ 07002
903 Montauk Highway, Bayport, Suffolk County, NY 11705
532 Ocean Avenue, Jersey City, Hudson County, NJ 07305

335 Atlantic City Boulevard, Bayville, Ocean County, NJ 08721
2530 Kennedy Boulevard, Jersey City, Hudson County, NJ 07304
731 Brick Boulevard, Brick Ocean County, NJ 08723
2102 Montauk Highway, Bridgehampton, Suffolk County, NY 11932
247 Federal Road, Brookfield, Fairfield County, CT 06804
186 Route 52, Carmel, Putnam County, NY10512
248 Main Street, Center Moriches, Suffolk County, NY 11934
2335 Church Road, Cherry Hill, Camden County, NJ 08002
209 Route 206 South, Chester, Morris County, NJ 07930
1210 Route 130 North, Cinnaminson, Burlington County, NJ 08077
680 Anderson Avenue #684, Cliffside Park, Bergen County, NJ 07010
887 Allwood Road, Clifton, Passaic County, NJ 07012
146 Greenwood Avenue, Bethel, Fairfield County, CT 06801
100 East Putnam Avenue, Cos Cob, Fairfield County, CT 06807
355 Applegarth Road, Monroe, Middlesex County, NJ 08831
18 James Street, Florham Park, Morris County, NJ 07932
547 Boston Post Road, Darien, Fairfield County, CT 06820
10 West Main Street, Denville, Morris County, NJ 07834
408 East Madison Avenue, Dumont, Bergen County, NJ 07628
126 North Main Street, East Hampton, Suffolk County, NY 11937
370 Route 130, East Windsor, Mercer County, NJ 08520
330 Kinderkamack Road, Emerson, Bergen County, NJ 07630
50 East Palisade Avenue, Englewood, Bergen County, NJ 07631
837 Post Road, Fairfield, Fairfield County, CT 06824
889 Fischer Boulevard, Toms River, Ocean County, NJ 08753
166 State Route 31, Flemington, Hunterdon County, NJ 08822
2220 Forest Avenue, Staten Island, Richmond County, NY 10303
303 Main Street, Fort Lee, Bergen County, NJ 07024
779 Franklin Avenue, Franklin Lakes, Bergen County, NJ 07417
351 West Main Street, Freehold, Monmouth County, NJ 07728
45 Outwater Lane, Garfield, Bergen County, NJ 07026
897 Prospect Street, Glen Rock, Bergen County, NJ 07452
51 US Highway 22, Green Brook, Somerset County, NJ 08812
74825 Main Road, Greenport, Suffolk County, NY 11944
200 Grand Avenue, Hackettstown, Warren County, NJ 07840

116 Kings Highway East, Haddonfield, Camden County, NJ 08033
18 East Montauk Highway, Hampton Bays, Suffolk County, NY 11946
389 Halstead Avenue, Harrison, Westchester County, NY 10528
313 Henry Street, Orange, Essex County, NJ 07050
641 Shunpike Road, Chatham, Morris County, NJ 07928
1018 Washington Street, Hoboken, Hudson County, NJ 07030
4106 Hylan Boulevard, Staten Island, Richmond County, NY 10308
89 Interstate Shopping Center, Ramsey, Bergen County, NJ 07446
72 Mount Vernon Place, Newark, Essex County, NJ 07106
495 Manila Avenue, Jersey City, Hudson County, NJ 07302
216 Passaic Avenue, Kearny, Hudson County, NJ 07032
3562 State Route 27, Kendall Park, Middlesex County, NJ 08824
782 Lacey Road, Forked River, Ocean County, NJ 08731
2100 Route 70, Manchester, Ocean County, NJ 08759
416 South Main Street, Forked River, Ocean County, NJ 08731
167 East Kennedy Boulevard #169, Lakewood, Ocean County, NJ 08701
2040 Boston Post Road, Larchmont, Westchester County, NY 10538
1000 Route 70, Lakewood, Ocean County, NJ 08701
232 South Livingston Avenue, Livingston, Essex County, NJ 07039
304 Essex Street, Lodi, Bergen County, NJ 07644
435 Lewandowski Street, Lyndhurst, Bergen County, NJ 07071
340 Main Street, Madison, Morris County, NJ 07940
115 Franklin Turnpike, Mahwah, Bergen County, NJ 07430
300 Mamaroneck Avenue, Mamaroneck, Westchester County, NY 10543
601 Route 72 East, Manahawkin, Ocean County, NJ 08050
1965 State Route 57, Hackettstown, Warren County, NJ 07840
455 County Road, Marlboro, Monmouth County, NJ 07746
75 Highway 35, Middletown, Monmouth County, NJ 07701
2212 Hylan Boulevard, Staten Island, Richmond County, NY 10306
85 Goodwin Avenue, Midland Park, Bergen County, NJ 07432
62-64 Main Street, Millburn, Essex County, NJ 07041
301 Route 25A, Miller Place, Suffolk County, NY 11764
3031 East Main Street, Mohegan Lake, Westchester County, NY 10547
525 Main Street, Monroe, Fairfield County, CT 06468
7533 Bergenline Avenue, North Bergen, Hudson County, NJ 07047

228 South Main Street, New City, Rockland County, NY 10956
715 River Road, New Milford, Bergen County, NJ 07646
88 Fourth Street, New Rochelle, Westchester County, NY 10801
523 Shoppes Boulevard, North Brunswick, Middlesex County, NJ 08902
379 Ramapo Valley Road, Oakland, Bergen County, NJ 07436
3897 US Highway 9, Old Bridge, Middlesex County, NJ 08857
249 Kinderkamack Road, Oradell, Bergen County, NJ 07649
60 Park Place, Newark, Essex County, NJ 07102
240 Baldwin Road, Parsippany, Morris County, NJ 07054
1019 Park Street, Peekskill, Westchester County, NY 10566
3 Tree Farm Road, Pennington, Mercer County, NJ 08534
150 Newark-Pompton Turnpike, Pequannock, Morris County, NJ 07440
67 West Main Street, Ramsey, Bergen County, NJ 07446
128 Center Grove Road, Randolph, Morris County, NJ 07869
1591 Richmond Road, Staten Island, Richmond County, NY 10304
2 Prospect Street, Ridgefield, Fairfield County, CT 06877
94 North Maple Avenue, Ridgewood, Bergen County, NJ 07450
1070 Main Street, River Edge, Bergen County, NJ 07661
632 Westwood Avenue, River Vale Township, Bergen County, NJ 07675
1430 Old Country Road, Riverhead, Suffolk County, NY 11901
210 Enterprise Drive, Rockaway, Morris County, NJ 07866
187 Eagle Rock Avenue, Roseland, Essex County, NJ 07068
115 South Ridge Street, Rye Brook, Westchester County, NY 10573
1328 River Avenue, Lakewood, Ocean County, NJ 08701
157 Seventh Avenue, Newark, Essex County, NJ 07104
45 South New York Road, Smithville, Atlantic County, NJ 08205
302 Somers Commons, Baldwin Place, Westchester County, NY 10505
2935 Veterans Road West, Staten Island, Richmond County, NY 10309
25 Hill Street, Southampton, Suffolk County, NY 11968
53345 Main Road, Southold, Suffolk County, NY 11971
2407 Route 71, Spring Lake, Monmouth County, NJ 07762
599 Newfield Avenue, Stamford, Fairfield County, CT 06905
1320 Stony Brook Road, Stony Brook, Suffolk County, NY 11790
341 Springfield Avenue, Summit, Union County, NJ 07901
790 Queen Anne Road, Teaneck, Bergen County, NJ 07666

Exhibit G

STATE OF NEW YORK
SUPREME COURT COUNTY OF SUFFOLK

M&T BANK,

Plaintiff,

v.

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO,
CHRISTINE PELLEGRINO, NASSAU EDUCATORS
FEDERAL CREDIT UNION, CLERK OF THE SUFFOLK
COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY,
FAIRFIELD PORT JEFFERSON GARDENS LLC, CLERK OF
THE SUFFOLK COUNTY DISTRICT COURT, NEW YORK
STATE DEPARTMENT OF TAXATION AND FINANCE,
HUNTINGTON HOSPITAL, UNITED STATES OF AMERICA
BY THE INTERNAL REVENUE SERVICE, OAK NECK
LANE ASSOCIATION INC.,
and JOHN DOE,

NOTICE OF PENDENCY

Index No.:

Defendants.

NOTICE IS HEREBY GIVEN, That an action has been commenced and is pending in this Court upon a complaint of the above named plaintiff against the above named defendants for the foreclosure of the following mortgage(s):

Mortgage from Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino, dated September 24, 2009, in the original principal amount of \$606,000.00, and recorded in the Office of the Clerk of the County of Suffolk on December 18, 2009 in Liber M00021897 of Mortgages at page 660 ("Mortgage").

Mortgage from Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino, dated October 19, 2010, in the original principal amount of \$274,000.00, and recorded in the Office of the Clerk of the County of Suffolk on November 17, 2010 in Liber M00022010 at page 428.

Consolidation, Extension and Modification Agreement from Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino dated October 19, 2010 and recorded in the Office of the Clerk of the County of Suffolk on November 17, 2010 in Liber M00022010 at page 429. Said Agreement consolidated Mortgage in Liber M00021897 at page 660 with the Mortgage in Liber M00022010 at page 428 to form a single lien in the amount of \$880,000.00.

Said mortgage was modified by a Loan Modification Agreement dated October 16, 2014 executed by Vincent Pellegrino a/k/a Vincent S. Pellegrino. Said Modification Agreement increases the principal balance of the debt to \$893,160.10. The capitalized amount is \$13,160.10.

M&T Bank a/k/a Manufacturers and Traders Trust Company is successor by merger to Hudson City Savings Bank, FSB f/k/a Hudson City Savings Bank.

AND NOTICE IS FURTHER GIVEN, that the mortgaged premises affected by the foreclosure action, were, at the time of the commencement of action, and at the time of the filing of this notice situate in the County of Suffolk in the State of New York, and are more particularly described as set forth in the annexed Schedule "A."

The Clerk of the County of Suffolk is directed to index this notice to the names of the defendants.

WOODS OVIATT GILMAN LLP



Cassie T. Dogali, Esq.
Attorneys for Plaintiff
Woods Oviatt Gilman LLP
700 Crossroads Building
2 State Street
Rochester, NY 14614
Tel: (855)227-5072

Schedule A

Property Address:
23 Celano Lane
West Islip a/k/a Islip Town, NY 11795

Tax I.D. No. 0500-479.00-02.00-031.000

ALL THAT CERTAIN PLOT, piece or parcel of land, situate, lying and being at West Islip, Town of Islip, County of Suffolk and State of New York, known and designated as Lot No. 6 on a certain map entitled, "Map of Dolphin Estates, West Islip, Town Islip, Suffolk County, New York, April 1964, George H. Walbridge Co., C.E. & C.S., Babylon, New York" and filed in the Office of the Clerk of the County of Suffolk on November 19, 1964 as Map No. 4204, which is bounded and described as follows:

BEGINNING at a point on the southerly side of Celano Lane distant westerly 481.00 feet from a point making the extreme northerly end of a curve having a radius of 20 feet and a length equal to 31.42 feet which curve connects the southerly side of Celano Lane and the westerly side of Oak Neck Road;

RUNNING THENCE South 34 degrees 12 minutes 00 seconds East 200 feet;

THENCE South 55 degrees 48 minutes 00 seconds West 100 feet;

THENCE North 34 degrees 12 minutes 00 seconds West 200 feet to the southerly side of Celano Lane;

THENCE along the southerly side of Celano Lane, North 55 degrees 48 minutes 00 seconds East 100 feet to the point or place of Beginning.

Subject to easements, covenants, and restriction of record.

STATE OF NEW YORK
SUPREME COURT COUNTY OF SUFFOLK

M&T BANK,

Plaintiff,

v.

VINCENT PELLEGRINO A/K/A VINCENT S.
PELLEGRINO, CHRISTINE PELLEGRINO, NASSAU
EDUCATORS FEDERAL CREDIT UNION, CLERK OF
THE SUFFOLK COUNTY TRAFFIC & PARKING
VIOLATIONS AGENCY, FAIRFIELD PORT JEFFERSON
GARDENS LLC, CLERK OF THE SUFFOLK COUNTY
DISTRICT COURT, NEW YORK STATE DEPARTMENT
OF TAXATION AND FINANCE, HUNTINGTON
HOSPITAL, UNITED STATES OF AMERICA BY THE
INTERNAL REVENUE SERVICE, OAK NECK LANE
ASSOCIATION INC.,
and JOHN DOE,

SUMMONS
FORECLOSURE ACTION

Index No.:

Defendants.

TO THE ABOVE NAMED DEFENDANTS;

YOU ARE HEREBY SUMMONED to answer the Complaint in the above action and serve a copy of your Answer on the plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within 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 hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

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

NOTICE YOU ARE IN DANGER OF LOSING YOUR HOME


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

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

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

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

DATED: October 26, 2016


WOODS OVIATT GILMAN LLP
Cassie T. Dogali, Esq.
Attorneys for Plaintiff
Woods Oviatt Gilman LLP
700 Crossroads Building
2 State Street
Rochester, NY 14614
Tel.: (855)227-5072

STATE OF NEW YORK
SUPREME COURT COUNTY OF SUFFOLK

M&T BANK,

Plaintiff,

v.

VINCENT PELLEGRINO A/K/A VINCENT S.
PELLEGRINO, CHRISTINE PELLEGRINO, NASSAU
EDUCATORS FEDERAL CREDIT UNION, CLERK OF
THE SUFFOLK COUNTY TRAFFIC & PARKING
VIOLATIONS AGENCY, FAIRFIELD PORT JEFFERSON
GARDENS LLC, CLERK OF THE SUFFOLK COUNTY
DISTRICT COURT, NEW YORK STATE DEPARTMENT
OF TAXATION AND FINANCE, HUNTINGTON
HOSPITAL, UNITED STATES OF AMERICA BY THE
INTERNAL REVENUE SERVICE, OAK NECK LANE
ASSOCIATION INC.,
and JOHN DOE,

FORECLOSURE
COMPLAINT

Index No.: 617911/2016
Filed 11/8/16

Defendants.

Plaintiff alleges:

1. Plaintiff is a corporation duly organized and existing under the laws of the State of New York.
2. Upon information and belief, the defendants reside at or have offices at the locations set forth in Exhibit "A."
3. Defendants are made parties to this action in the capacities set forth in Exhibit "A."
4. The defendant, Vincent Pellegrino a/k/a Vincent S. Pellegrino, ("principal defendant") executed a note or notes as more particularly described and set forth in Exhibit "B" annexed hereto and made a part hereof (the note or notes set forth in Exhibit "B" are collectively hereinafter referred to as the "Note").

5. Plaintiff is the owner and holder of the subject mortgage and note, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note. Attached hereto as Exhibit "C" is a copy of the Consolidated Note.

6. There is due and owing on the Consolidated Note a principal balance of \$893,160.10 good through November 18, 2016, together with: accrued interest from September 1, 2015 at a rate of 4.625%; said rate may change in accordance with the adjustable rate feature of the Note, charges for advances permitted and secured by the Mortgage and late charges incurred prior to acceleration, less credits, if any, for funds held in escrow or payments held in suspense (the "Indebtedness"). In addition, plaintiff is due the sums advanced for costs, allowances and reasonable attorney's fees if permitted by the terms of the mortgage.

7. Pursuant to the terms of the Note, the principal defendant promised to pay the Indebtedness to the plaintiff in monthly installments of principal and interest.

8. The Note is in default due to the principal defendant's failure to repay the Indebtedness in accordance with the terms of the Note. The principal defendant failed to pay the October 1, 2015 payment and subsequent installments due on the Note.

9. As security for repayment of the Indebtedness, Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino executed a mortgage or mortgages, as more particularly described and set forth in Exhibit "B" annexed hereto and made a part hereof, recorded as a lien upon real property owned by them, described on the attached Exhibit "D" (the mortgage or mortgages set forth in Exhibit "B" are collectively hereinafter referred to as the "Mortgage").

10. Upon information and belief, all applicable mortgage taxes were paid at the time of recording the Mortgage.

11. Plaintiff is the current Mortgagee of record set forth in Exhibit "E" annexed hereto. M&T Bank a/k/a Manufacturers and Traders Trust Company is successor by merger to Hudson City Savings Bank, FSB f/k/a Hudson City Savings Bank.

12. Plaintiff issued a 90 day notice to Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino in the prescribed form pursuant to Real Property Actions and Proceedings Law §1304 on May 23, 2016.

13. Plaintiff has complied with the provisions of RPAPL §1306 and the loan at issue in this action complied with the provisions of Banking Law §§ 595-a, 6-1 and 6-m, as applicable.

14. As a result of Vincent Pellegrino a/k/a Vincent S. Pellegrino's default by failing to make his payments as promised in the Note and as a result of Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino's default by failing to make their payments as promised in the Mortgage, the plaintiff has previously elected and hereby elects to call due the entire amount presently secured by the Mortgage, plus accrued interest, together with amounts plaintiff has paid or may pay for real property taxes, insurance and/or attorneys' fees as provided by the Note and Mortgage.

15. During the pendency of this action, the plaintiff may be compelled to pay local taxes, assessments, water rates, insurance premiums and other charges affecting the mortgaged premises. In that event, the plaintiff requests that such amounts with interest, should be added to the sum secured by the Mortgage.

16. There are no other actions or pending proceedings at law to collect or enforce the note and mortgage.

{4349583:}

17. All defendants in this action claim to have some interest in or lien upon the real property covered by the Mortgage. All of the defendants' interests are subordinate to the plaintiff's interest.

18. All agencies or instrumentalities of Federal, State and local government (by whatever name designated) that are named as defendants in this action, are made parties solely by reason of the material set forth in Exhibit "A", and for no other reason.

WHEREFORE, plaintiff demands judgment:

(a) determining the amount due for principal, interest, taxes, insurance, costs, reasonable attorneys' fees and other charges;

(b) declaring that the defendants and all persons claiming an interest in the property subsequent to the filing of the Notice of Pendency be foreclosed of any interest or equity of redemption in the mortgaged premises and personal property and fixtures;

(c) declaring that the mortgaged premises and personal property and fixtures be sold according to law;

(d) awarding the sale proceeds to the plaintiff to the extent determined under (a) above;

(e) declaring that any of the parties to this action may become a purchaser upon such sale;

(f) appointing a Receiver of the rents and profits of the mortgaged premises;

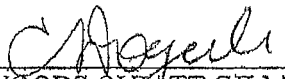
(g) adjudging the defendant, Vincent Pellegrino a/k/a Vincent S. Pellegrino, to be liable to plaintiff for any deficiency of the indebtedness that may remain after applying the proceeds of the real property, personal property and fixtures, and granting plaintiff a money

(4349583:)

judgment for that amount, provided a motion for a deficiency judgment shall be made as prescribed by Section 1371 of the Real Property Actions and Proceedings Law within the time limited therein;

(h) granting the plaintiff such additional relief as is proper.

Plaintiff specifically reserves its rights to share in any surplus monies arising from the sale of the mortgaged premises by virtue of its position as a lien creditor other than by the Mortgage.


WOODS OVIATT GILMAN LLP
Cassie T. Dogali, Esq.
Attorneys for Plaintiff
Woods Oviatt Gilman LLP
700 Crossroads Building
2 State Street
Rochester, NY 14614
Tel.: (855)227-5072

(4349583:)

EXHIBIT ADefendant

Vincent Pellegrino a/k/a Vincent S. Pellegrino
23 Celano Lane
West Islip a/k/a Islip Town, NY 11795

Record Owner, Obligor and Mortgagor by
virtue of a Deed, Note and Mortgage

Christine Pellegrino
23 Celano Lane
West Islip a/k/a Islip Town, NY 11795

Record Owner and Mortgagor by virtue of a
Deed and Mortgage

Nassau Educators Federal Credit Union
100 Corporate Drive
Westbury, NY 11590

Subordinate Mortgagee by virtue of a
Mortgage recorded March 1, 2013 in Liber
M00022310 at page 22.

AND

Subordinate Mortgagee by virtue of a
Mortgage recorded August 5, 2015 in Liber
M00022614 at page 144.

Clerk of the Suffolk County Traffic &
Parking Violations Agency
100 Veterans Memorial Highway
Hauppauge, NY 11788

Lienor by virtue of a judgment docketed
March 9, 2015 in the amount of \$105.00.

AND

Lienor by virtue of a judgment docketed June
8, 2015 in the amount of \$105.00.

AND

Lienor by virtue of a judgment docketed
October 26, 2015 in the amount of \$105.00.

AND

Lienor by virtue of a judgment docketed
November 6, 2015 in the amount of \$105.00.

AND

Lienor by virtue of a judgment docketed
November 9, 2015 in the amount of \$105.00.

AND

Lienor by virtue of a judgment docketed
March 23, 2016 in the amount of \$105.00.

Fairfield Port Jefferson Gardens LLC
66 Commack Road #300
Commack, NY 11725

Lienor by virtue of a judgment docketed June
19, 2012 in the amount of \$2,363.21.

AND

Lienor by virtue of a judgment docketed
March 27, 2009 in the amount of \$2,826.50.

Clerk of the Suffolk County District Court

Lienor by virtue of a judgment docketed

(4349583:)

400 Carleton Avenue
Central Islip, NY 11722

December 12, 2012 in the amount of \$75.00.

New York State Department of Taxation and
Finance
Civil Enforcement DO High Value
80 02 Kew Gardens Road
Kew Gardens, NY 11415

Lienor by virtue of a judgment docketed
February 18, 2009 in the amount of
\$43,171.73.

New York State Department of Taxation and
Finance
Civil Enforcement C O ATC
W A Harriman Campus
Albany, NY 12227

Lienor by virtue of a judgment docketed
March 4, 2010 in the amount of \$ 172,152.93.
AND
Lienor by virtue of a judgment docketed
March 4, 2010 in the amount of \$81,822.79.

Huntington Hospital
284 Pulaski Road
Greenlawn, NY 11740

Lienor by virtue of a judgment docketed
December 1, 2014 in the amount of
\$24,367.23.

United States of America by the Internal
Revenue Service
100 State Street
Rochester, NY 14614

Lienor by virtue of a Department of the
Treasury Internal Revenue Service Federal
Tax Lien filed on August 10, 2015 vs.
Vincent S. Pellegrino and Christine Pellegrino
at 23 Celano Lane, West Islip, NY 11795 in
the amount of \$139,865.34. Said lien was
filed in the Office of the Clerk of the County
of Suffolk in Serial no. 169494115.

Oak Neck Lane Association Inc.
330 Broadway
Amityville, NY 11701

Lienor by virtue of a judgment docketed June
2, 2016 in the amount of \$1,520.01.

John Doe
23 Celano Lane
West Islip a/k/a Islip Town, NY 11795

A fictitious name intending to represent
tenants and/or occupants of the mortgaged
premises.

EXHIBIT BNote(s):

Consolidated Note from Vincent Pellegrino a/k/a Vincent S. Pellegrino, dated October 19, 2010, in the consolidated amount of \$880,000.00, plus interest ("Note").

Mortgage(s):

Mortgage from Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino, dated September 24, 2009, in the original principal amount of \$606,000.00, and recorded in the Office of the Clerk of the County of Suffolk on December 18, 2009 in Liber M00021897 of Mortgages at page 660 ("Mortgage").

Mortgage from Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino, dated October 19, 2010, in the original principal amount of \$274,000.00, and recorded in the Office of the Clerk of the County of Suffolk on November 17, 2010 in Liber M00022010 at page 428.

M&T Bank a/k/a Manufacturers and Traders Trust Company is successor by merger to Hudson City Savings Bank, FSB f/k/a Hudson City Savings Bank.

Consolidation(s) and/or Modification(s) (if applicable):

Consolidation, Extension and Modification Agreement from Vincent Pellegrino a/k/a Vincent S. Pellegrino and Christine Pellegrino dated October 19, 2010 and recorded in the Office of the Clerk of the County of Suffolk on November 17, 2010 in Liber M00022010 at page 429. Said Agreement consolidated Mortgage in Liber M00021897 at page 660 with the Mortgage in Liber M00022010 at page 428 to form a single lien in the amount of \$880,000.00.

Said mortgage was modified by a Loan Modification Agreement dated October 16, 2014 executed by Vincent Pellegrino a/k/a Vincent S. Pellegrino. Said Modification Agreement increases the principal balance of the debt to \$893,160.10. The capitalized amount is \$13,160.10.

EXHIBIT C

{4349583; }

This Note encodes and contains in their entirety and is given in substitution of the Notes described in Exhibit A of the New York Consolidated Note, Schedule, and Modification Agreement dated the same date as this Note.

CONSOLIDATED Inter ^{rst} ADJUSTABLE RATE ^{TE}
(One-Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

October 19th, 2010 HUNTINGTON STATION NY
[City] [State]
23 Celano Lane, WEST ISLIP, NY 11795
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 880,000.00 (this amount is called "Principal"); plus interest, to the order of Lender. The Lender is HUDSON CITY SAVINGS BANK. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note, Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.625 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

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 make a payment on the first day of every month, beginning on December 1, 2010. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date; and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on November 1, 2040, 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 WEST 80 CENTURY ROAD, PARAMUS NJ 07652 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 3,391.67 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the 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 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of November, 2015, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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 that 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 two and three-quarter percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.625 % or less than 2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

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 a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of Principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first 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 that 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.

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 (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be five (5%) of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

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

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

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.

Unless the Note Holder requires a different method, 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 that might result if I do not keep the promises that 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 read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall 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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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.

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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead 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 interest 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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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) 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 (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 Instrument is acceptable to 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. Lender also may 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 releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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

Vincent Pellegrino

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

GENERIC RIDER TO NOTE

THIS RIDER is made this 19th, day of October, 2010, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note"), Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") [collectively "the Loan Documents"] of the same date given by the undersigned (the "Borrower") to secure the Note to HUDSON CITY SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23 Celano Lane, WEST ISLIP, NY 11795

(Property Address)

IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS RIDER AND ANY OF THE AFOREMENTIONED LOAN DOCUMENTS, THIS RIDER SHALL CONTROL.

THE FOLLOWING PROVISIONS OF THIS RIDER SHALL BE APPLICABLE UNLESS THE LOAN SECURED BY THE LOAN DOCUMENTS IS SOLD TO THE FEDERAL HOME LOAN MORTGAGE CORPORATION OR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION OR ANY OTHER PURCHASING ENTITY IN WHICH EVENT THIS RIDER SHALL TERMINATE AND BECOME NULL AND VOID.

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

1. OWNER OCCUPANCY (excluding loans approved under Investment category)

Any provision of the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. If during the term of the Note and Security Instrument the Lender discovers that the property is not being used by the Borrower as either a primary or secondary residence as originally stated, but rather is being used by the Borrower as either a rental or investment property, then:

(i) if the Note is an Adjustable Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point, increasing the "margin" one (1%) percentage point, and increasing the lifetime caps on the interest rate by one (1%) percentage point; or

(ii) if the Note is a Fixed Rate Note, the Lender will have the option of immediately increasing the interest rate by one (1%) percentage point; and


(iii) failure to make payments after the aforesaid increases shall be a Default under the Note and a Breach of Covenants under the Security Instrument.

2. BORROWERS RIGHT TO REINSTATE

Paragraph 19 of the Security Instrument is amended to add that in the event the Borrower seeks to reinstate, by curing a default through a bankruptcy proceeding, the Lender shall be entitled to interest on the amount necessary to cure the default at the rate specified in the Note securing this Security Instrument.

3. BORROWERS RIGHT TO PREPAY

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. Any partial prepayment must be received on the installment due date. Any partial prepayment received on other than the installment due date will be considered as received on the next due date.

Borrower's Initials:  _____

4. ADJUSTABLE RATE PROVISIONS

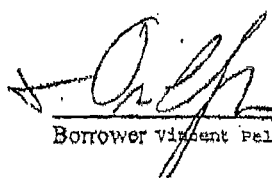
If this loan is an Adjustable Rate loan, the Adjustable Rate Note is amended as follows:

- (i) "The Index", Paragraph 4(B) shall read:
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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.
- (ii) Calculation of Changes, Paragraph 4(C) shall read:
Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points (the "Margin") to the Current Index. In the event that this figure is not evenly divisible by one-eighth, then the Note Holder will round the result to the next highest one-eighth of one percentage point (0.125%). Subject to the limits as stated in Section 4(D) this new figure will be my "New Interest Rate" until the next Change Date.
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
- (iii) Uniform Secured Note, Paragraph 11, is amended to delete the following language:
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; and (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 Instrument is acceptable to Lender.

5. LATE CHARGES ON OVERDUE PAYMENTS.

Any provisions to the Note or Security Instrument to the contrary notwithstanding, the following provision shall be applicable. The amount of the late charge will be 5% of any overdue payment of principal, interest and, if applicable taxes, and insurance.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider which amends the Note and Security Instrument.



 Borrower Vincent Pellegrino

 Borrower

 Borrower

 Borrower

EXHIBIT D

23 Celano Lane
West Islip a/k/a Islip Town, NY 11795

Tax I.D. No.: 0500-479.00-02.00-031.000

ALL THAT CERTAIN PLOT, piece or parcel of land, situate, lying and being at West Islip, Town of Islip, County of Suffolk and State of New York, known and designated as Lot No. 6 on a certain map entitled, "Map of Dolphin Estates, West Islip, Town Islip, Suffolk County, New York, April 1964, George H. Walbridge Co., C.E. & C.S., Babylon, New York" and filed in the Office of the Clerk of the County of Suffolk on November 19, 1964 as Map No. 4204, which is bounded and described as follows:

BEGINNING at a point on the southerly side of Celano Lane distant westerly 481.00 feet from a point making the extreme northerly end of a curve having a radius of 20 feet and a length equal to 31.42 feet which curve connects the southerly side of Celano Lane and the westerly side of Oak Neck Road;

RUNNING THENCE South 34 degrees 12 minutes 00 seconds East 200 feet;

THENCE South 55 degrees 48 minutes 00 seconds West 100 feet;

THENCE North 34 degrees 12 minutes 00 seconds West 200 feet to the southerly side of Celano Lane;

THENCE along the southerly side of Celano Lane, North 55 degrees 48 minutes 00 seconds East 100 feet to the point or place of Beginning.

Subject to easements, covenants, and restriction of record.

{4349583: }

Exhibit H

FILED: SUFFOLK COUNTY CLERK 12/13/2016 01:14 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 23

RECEIVED NYSCEF: 12/13/2016



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,

Against

AMENDED AFFIDAVIT OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO, ET
AL

Defendants.

I, ROBERT NAPOLITANO, being first duly sworn, depose and say as follows:

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

On 11/19/2016 at 12:40 PM at 23 CELANO LANE WEST ISLIP A/K/A ISLIP TOWN, New York 11795, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT & DEBT VALIDATION LETTER and Certification with exhibits as required by CPLR §3012-B which contains the additional notice requirements in accordance with RPAPL §1320, along with a copy of the Homeowner's Foreclosure Notice as required by RPAPL §1303, which notice was printed on a colored piece of paper, which color differed from that of the color of the NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and the notice was in bold, fourteen-point type, with the title of the notice in bold, twenty-point type, bearing index #16-617911, filed 11/8/2016 on VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO, defendant therein named,

(X) INDIVIDUAL: By delivering thereof a true copy of each to said defendant personally. I knew said person so served to be the person described as said defendant therein because (S)He identified (her) himself to me as such.

Description of Person Served:

AGE: 46-50 SKIN TONE: WHITE GENDER: MALE WEIGHT: 191 LBS - 210 LBS HEIGHT: 5FT 8IN - 5FT 11IN
HAIR: SALT/PEPPER

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

X

FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF Suffolk

DEC 10 2016

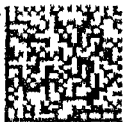
Sworn to and subscribed before me this ___ day of ___, 20___, by, ROBERT NAPOLITANO (affiant name).

Doreen Napolitano
Signature of Notary Public

Print, Type or Stamp Notary's Commissioned Name

DOREEN NAPOLITANO
Notary Public, State of New York
No. 01NA8258217
Qualified in Suffolk County
Commission Expires March 26, 2020

Personally known OR Produced Identification _____
Type of Identification Produced _____



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,

Against

AMENDED AFFIDAVIT OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO, ET
AL

Defendants.

I, ROBERT NAPOLITANO, being first duly sworn, depose and say as follows:

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

On 11/19/2016 at 12:40 PM at 23 CELANO LANE WEST ISLIP A/K/A ISLIP TOWN, New York 11795, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT & DEBT VALIDATION LETTER and Certification with exhibits as required by CPLR §3012-B which contains the additional notice requirements in accordance with RPAPL §1320, along with a copy of the Homeowner's Foreclosure Notice as required by RPAPL §1303, which notice was printed on a colored piece of paper, which color differed from that of the color of the NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and the notice was in bold, fourteen-point type, with the title of the notice in bold, twenty-point type, bearing index #16-617911, filed 11/8/2016 on CHRISTINE PELLEGRINO, defendant therein named,

(X) INDIVIDUAL: By delivering thereof a true copy of each to said defendant personally, I knew said person so served to be the person described as said defendant therein because (S)He identified (her) himself to me as such.

Description of Person Served:

AGE: 41-45 SKIN TONE: WHITE GENDER: FEMALE WEIGHT: 131 LBS - 150 LBS HEIGHT: 5FT 4IN - 5FT 7IN
HAIR: BROWN

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



FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF Suffolk DEC 10 2016

Sworn to and subscribed before me this _____ day of _____, 20____, by, ROBERT NAPOLITANO (affiant name).

Doreen Napolitano
Signature of Notary Public

Print, Type or Stamp Notary's Commissioned Name

DOREEN NAPOLITANO
Notary Public, State of New York
No. 01NA6258217
Qualified in Suffolk County
Commission Expires March 26, 2020

Personally known OR Produced Identification _____
Type of Identification Produced _____

FILED: SUFFOLK COUNTY CLERK 11/30/2016 01:13 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 7

RECEIVED NYSCEF: 11/30/2016



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,

Against

AFFIDAVIT OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO,
ET AL

Defendants.

I, ROBERT NAPOLITANO, being first duly sworn, depose and say as follows:

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

On 11/21/2016 at 9:12 AM at 1000 Corporate Drive Westbury, New York 11590, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and Certification with exhibits as required by CPLR §3012-B bearing index # 16-617911, filed 11/8/2016 on NASSAU EDUCATORS FEDERAL CREDIT UNION, defendant therein named,

(X) CORPORATION: A corporation, by personally delivering therat a true copy of each to DONNA VOLLIPCLLI, Members Services Representative. I knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

DESCRIPTION

The following is a description of the individual I served to the best of my ability at the time and circumstances of service:
AGE: 61 SKIN TONE: WHITE GENDER: FEMALE WEIGHT: 125 HEIGHT: 5'5 HAIR: BLACK

FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK

COUNTY OF Suffolk

NOV 27 2016

Sworn to and subscribed before me this ___ day of ___, 20___, by ROBERT NAPOLITANO (affiant name).

Doreen Napolitano
Signature of Notary Public

Print, Type or Stamp Notary's Commissioned Name

DOREEN NAPOLITANO
Notary Public, State of New York
No. 01NA6258217
Qualified in Suffolk County
Commission Expires March 26, 20 20

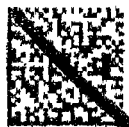
Personally known OR Produced Identification _____
Type of Identification Produced _____

FILED: SUFFOLK COUNTY CLERK 12/05/2016 04:40 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 15

RECEIVED NYSCEF: 12/05/2016



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,

Against

AFFIDAVIT OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO,
ET AL

Defendants.

I, Steven Brennan, being first duly sworn, depose and say as follows:

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

On 11/22/2016 at 3:00 PM at 100 Veterans Memorial Highway Hauppauge, New York 11788, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and Certification with exhibits as required by CPLR §3012-B bearing Index # 16-617911, filed 11/8/2016 on CLERK OF THE SUFFOLK COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY, defendant therein named,

(X) CORPORATION: A corporation, by personally delivering thereof a true copy of each to Rose Flannagan, Clerk. I knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

DESCRIPTION

The following is a description of the individual I served to the best of my ability at the time and circumstances of service: AGE: 50 SKIN TONE: WHITE GENDER: FEMALE WEIGHT: 150 HEIGHT: 5'5 HAIR: BROWN

FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF Suffolk

NOV 29 2016

Sworn to and subscribed before me this ___ day of _____, 20___, by Steven Brennan (affiant name).

Signature of Notary Public

Nancy Manzella
Print, Type or Stamp Notary's Commissioned Name

Personally known OR Produced Identification _____
Type of Identification Produced _____

NANCY MANZELLA
NOTARY PUBLIC, State of New York
No. 01MAG083790
Qualified in Suffolk County
Commission Expires 11/26/20

FILED: SUFFOLK COUNTY CLERK 01/04/2017 03:13 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 25

RECEIVED NYSCEF: 01/04/2017



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,

Against

AFFIDAVIT OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO,
ET AL

Defendants.

I, Steven Cardi, being first duly sworn, depose and say as follows:

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


On 12/23/2016 at 10:23 AM at C/O MORITT HOCK & HAMROFF LLP, ATTN: GARY C. HISIGER, ESQ.: 400 GARDEN CITY PLAZA, 2nd Floor GARDEN CITY,, New York 11530, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and Certification with exhibits as required by CPLR §3012-B bearing index # 16-617911, filed 11/8/2016 on FAIRFIELD PORT JEFFERSON GARDENS LLC, defendant therein named,

(X) CORPORATION: A corporation, by personally delivering thereat a true copy of each to Elizabeth Sinclair, Esq., Attorney, . I knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

DESCRIPTION

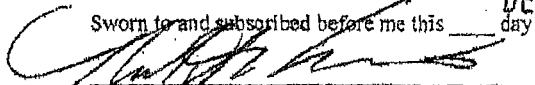
The following is a description of the individual I served to the best of my ability at the time and circumstances of service:
AGE: 50 SKIN TONE: WHITE GENDER: FEMALE WEIGHT: 150 HEIGHT: 5'4" HAIR: RED

COMMENTS:
GLASSES


FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF Suffolk

Sworn to and subscribed before me this DEC 30 2016 day of , 20 , by Steven Cardi (affiant name).


Signature of Notary Public

Print, Type or Stamp Notary's Commissioned Name

ROBERT NAPOLITANO
Notary Public, State of New York
No. 01NA626216
Qualified in Suffolk County
Commission Expires March 28, 20 20

Personally known ✓ OR Produced Identification
Type of Identification Produced

FILED: SUFFOLK COUNTY CLERK 12/05/2016 04:40 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 16

RECEIVED NYSCEF: 12/05/2016



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,

Against

AFFIDAVIT OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO,
ET AL

Defendants.

I, Steven Brennan, being first duly sworn, depose and say as follows:

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

On 11/22/2016 at 12:30 PM at 400 Carleton Ave Central Islip, New York 11722, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and Certification with exhibits as required by CPLR §3012-B bearing index # 16-617911, filed 11/8/2016 on CLERK OF THE SUFFOLK COUNTY DISTRICT COURT, defendant therein named.

(X) CORPORATION: A corporation, by personally delivering therat a true copy of each to Jack Meyer, Court Assistant. I knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

DESCRIPTION

The following is a description of the individual I served to the best of my ability at the time and circumstances of service:
AGE: 50 SKIN TONE: WHITE GENDER: MALE WEIGHT: 180 HEIGHT: 5'9 HAIR: BROWN

FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF Suffolk NOV 29 2016

Sworn to and subscribed before me this _____ day of _____, 20____, by Steven Brennan (affiant name).

Signature of Notary Public

Print, Type or Stamp Notary's Commissioned Name

Personally known OR Produced Identification
Type of Identification Produced _____

NANCY MANZELLA
NOTARY PUBLIC, State of New York
No. 0188A8083790
Qualified in Suffolk County
Commission Expires 11/25/20

FILED: SUFFOLK COUNTY CLERK 11/30/2016 01:13 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 11/30/2016



PROVEST LLC
320 CARLETON AVE, STE.2600
CENTRAL ISLIP, NY, 11722
(31) 666-6168

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,
Plaintiff,
Against
VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO,
ET AL
Defendants,

AFFIDAVIT OF SERVICE

I, Steven Brennan, being first duly sworn, depose and say as follows:

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

On 11/21/2016 at 3:00 PM at 300 MOTOR PARKWAY HAUPPAUGE, New York 11783, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and Certification with exhibits as required by CPLR §3012-B bearing index # 16-617911, filed 11/8/2016 on NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, defendant therein named,

(X) CORPORATION: A corporation, by personally delivering thereat a true copy of each to Chris Gatto, Assistant Attorney General. I knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

DESCRIPTION

The following is a description of the individual I served to the best of my ability at the time and circumstances of service:
AGE: 40 SKIN TONE: WHITE GENDER: MALE WEIGHT: 180 HEIGHT: 5'9 HAIR: BROWN

FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF Suffolk

Sworn to and subscribed before me this NOV 28 2016 20, by Steven Brennan (affiant name).

Signature of Notary Public

Print, Type or Stamp Notary's Commissioned Name

Personally known OR Produced Identification
Type of Identification Produced _____

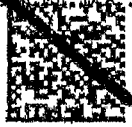
NANCY MANZELLA
NOTARY PUBLIC, State of New York
No. 017766083790
Qualified in Suffolk County
Commission Expires 11/26/20

FILED: SUFFOLK COUNTY CLERK 12/28/2016 12:10 PM

INDEX NO. 617911/2016

RECEIVED NYSCEF: 12/28/2016

NYSCEF DOC. NO. 24



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,

Against

AFFIDAVIT OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S.
PELLEGRINO, ET AL

Defendants.

I, CHARLES SPANO, being first duly sworn, depose and say as follows:

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

On 11/25/2016 at 11:09 AM at 284 Pulaski Road Greenlawn, New York 11740, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and Certification with exhibits as required by CPLR §3012-B, bearing index #16-617911, filed 11/8/2016 on HUNTINGTON HOSPITAL, defendant therein named,

(X) CORPORATE: A corporation, by personally delivering thereat a true copy of each to ANN MARENCO, ADMINISTRATION EMPLOYEE, I knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

Description of Person Served:

AGE: 36-40 SKIN TONE: WHITE GENDER: FEMALE WEIGHT: 131 LBS - 150 LBS HEIGHT: 5FT 0IN - 5FT 3IN HAIR: BLACK

COMMENTS: Glasses

MILITARY SERVICE I was unable to confirm whether the defendant was in active military service of the United States or of the State of New York in any capacity.



[Handwritten Signature]
FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF Suffolk

Sworn to and subscribed before me this 27 day of December, 2016, by CHARLES SPANO (affiant name).

[Handwritten Signature]
Signature of Notary Public

Ryan Zegers
Print, Type or Stamp Notary's Commissioned Name

Personally known X OR Produced Identification _____
Type of Identification Produced _____

RYAN PATRICK ZEGERS
NOTARY PUBLIC, State of New York
No. 01ZE6344848
Qualified in Suffolk County
Commission Expires 07/06/2020

FILED: SUFFOLK COUNTY CLERK 12/05/2016 04:40 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 17

RECEIVED NYSCEF: 12/05/2016



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,
Plaintiff,

Against

AFFIDAVIT OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO , ET AL
Defendants.

I, Monica E. Dopwell, being first duly sworn, depose and say as follows:

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

On 11/21/2016 at 3:25 PM at 271 CADMAN PLAZA EAST BROOKLYN, New York 11201, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and Certification with exhibits as required by CPLR §3012-B bearing index # 16-617911, filed 11/8/2016 on UNITED STATES OF AMERICA BY THE INTERNAL REVENUE SERVICE, defendant therein named.

(X) CORPORATION: A corporation, by personally delivering thereat a true copy of each to Rosa Martinez, Legal Assistant, I knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

(X) MAILING: On 11/28/2016 I also enclosed a copy of same, in a prepaid sealed, first class wrapper marked certified (7016 1970 0000 4855 8461) and properly addressed to defendant at 950 Pennsylvania Avenue NW, Washington, DC 20530 and deposited said wrapper in a post office of the United States Postal Service within the state of New York.

DESCRIPTION

The following is a description of the individual I served to the best of my ability at the time and circumstances of service:

AGE: 55 SKIN TONE: BROWN GENDER: FEMALE WEIGHT: 161-200 LBS HEIGHT: 5FT4IN-5FT7IN HAIR: BLACK

LICENSE # 1240610
FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF NASSAU

Sworn to and subscribed before me this 28 day of Nov, 2016, by Monica E. Dopwell (affiant name).

Signature of Notary Public

Kevin N. Colbert
Print, Type or Stamp Notary's Commissioned Name

KEVIN N. COLBERT
NOTARY PUBLIC, State of New York
No. 01CO6330727
Qualified in Nassau County
Commission Expires 08/21/2018

Personally known OR Produced Identification
Type of Identification Produced _____

FILED: SUFFOLK COUNTY CLERK 12/05/2016 04:40 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 18

RECEIVED NYSCEF: 12/05/2016



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

WOODS OVIATT GILMAN, LLP
700 CROSSROADS BLDG
ROCHESTER, NEW YORK 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,
Plaintiff,
Against
VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO,
ET AL
Defendants.

AFFIDAVIT OF SERVICE

I, Mary Finchum, being first duly sworn, depose and say as follows:

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

On 11/23/2016 at 1:09 PM at 330 Broadway Amityville,, New York 11701, I served the within NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT and Certification with exhibits as required by CPLR §3012-B bearing index # 16-617911, filed 11/8/2016 on OAK NECK LANE ASSOCIATION INC., defendant therein named,

(X) CORPORATION: A corporation, by personally delivering thereat a true copy of each to Calady Spanato, Receptionist: I knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

DESCRIPTION

The following is a description of the individual I served to the best of my ability at the time and circumstances of service:
AGE: 50 SKIN TONE: WHITE GENDER: FEMALE WEIGHT: 160 HEIGHT: 5'4 HAIR: BLONDE

FILE # 20160781
CASE ID # 4744706

STATE OF NEW YORK
COUNTY OF Suffolk

Sworn to and subscribed before me this NOV 30 2016 day of NOV 30 2016, by Mary Finchum (affiant name).

Signature of Notary Public

Print, Type or Stamp Notary's Commissioned Name

Personally known OR Produced Identification
Type of Identification Produced _____

NANCY MANZELLA
NOTARY PUBLIC, State of New York
No. 0167AG003780
Qualified in Suffolk County
Commission Expires 11/26/20 18

FILED: SUFFOLK COUNTY CLERK 12/05/2016 04:40 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 19
PROVEST, LLC
320 CARLETON AVE, STE.2600
CENTRAL ISLIP, NY 11722
(631) 666-6168

RECEIVED NYSCEF: 12/05/2016
WOODS OVIATT GILMAN, LLP
700 Crossroads Bldg
Rochester, NY 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,
Against

AFFIDAVIT
OF SERVICE

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO, ET AL
Defendants,

STATE OF NY COUNTY OF SUFFOLK

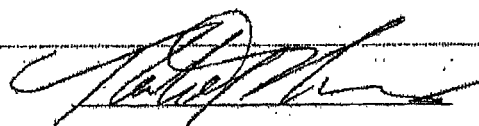
Robert Napolitano being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of NY.

That on November 19, 2016 at 12:40PM, I went to the property address at 23 CELANO LANE, WEST ISLIP A/K/A ISLIP TOWN, NY, 11795. I was told by VINCENT PELLEGRINO (m/white/saltpepper/5'8"/200/47), HOMEOWNER, that no persons, (John/Jane Does), are living at the residence.

SWORN TO BEFORE ME ON

Doreen Napolitano

NOV 30 2016



FILE # 20160781
CASE ID # 4744706

DOREEN NAPOLITANO
Notary Public, State of New York
No. 01NA8258217
Qualified in Suffolk County
Commission Expires March 26, 2020

FILED: SUFFOLK COUNTY CLERK 11/30/2016 01:13 PM

INDEX NO. 617911/2016

NYSCEF DOC. NO. 9
PROVEST LLC
320 CARLETON AVE, STE.2600
CENTRAL ISLIP, NY, 11722
(631) 666-6168

RECEIVED NYSCEF: 11/30/2016
WOODS OVIATT GILMAN, LLP
700 Crossroads Bldg
Rochester, NY 14614

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

INDEX # 16-617911

M&T BANK,

Plaintiff,

Against

AFFIDAVIT
OF MAILING

VINCENT PELLEGRINO A/K/A VINCENT S. PELLEGRINO, ET AL
Defendants,

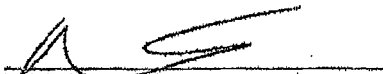
STATE OF NEW YORK COUNTY OF SUFFOLK

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

On 11/23/2016, deponent served the within RPAPL §1303 Tenant Foreclosure Notice, which notice was printed on a colored paper other than that of the NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING & SUMMONS FORECLOSURE ACTION & FORECLOSURE COMPLAINT pursuant to RPAPL §1303 on Any and All Occupants at 23 CELANO LANE WEST ISLIP A/K/A ISLIP TOWN, NY 11795, which building consists of less than five dwelling units.

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

SWORN TO BEFORE ME ON NOV 28 2016


FILE # 20160781
CASE ID # 4744706

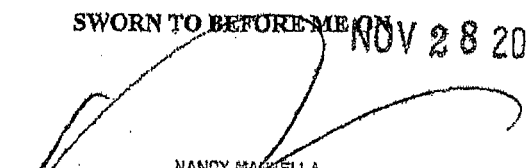

NANCY MARRELLA
NOTARY PUBLIC, State of New York
No. 0119A0983700
Qualified in Suffolk County
Commission Expires 11/25/20

Exhibit I

M&T Bank

May 23, 2016

VINCENT PELLEGRINO
23 CELANO LN
WEST ISLIP NY 11795

Re: Mortgage No.: [REDACTED]
Property Address: 23 CELANO LN
ISLIP TOWN NY 11795

CERTIFIED MAIL
TRACKING NUMBER
9219 2901 0117 3210 0037 81

From
M&T BANK
475 CROSSPOINT PARKWAY
GETZVILLE, NY 14068

Send To
VINCENT PELLEGRINO
23 CELANO LN
WEST ISLIP, NY 11795

FEES	
Postage	0.485
Certified Mail	3.45
Return Receipt	2.80
Total	6.74

Dear Mortgage Customer:

CERTIFIED MAIL
TRACKING NUMBER
9219 2901 0117 3210 0037 81

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

As of 5/23/2016 your home loan is 235 days in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of \$60,301.96 dollars by 5/31/2016.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free or very-low cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at 1-800-724-1633 and ask to discuss possible options.

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

M&T Bank

If this matter is not resolved within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.) If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visiting the department's website at <http://www.dfs.ny.gov>.

Sincerely,

M&T Bank
Homeowner Assistance Center
1-800-724-1633



Government approved housing counseling agencies in your area

1. COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND
2100 Middle Country Rd.
Centereach, New York 11720-3577
P: 631-471-1215
W: www.cdcli.org
2. BELLPORT, HAGERMAN, EAST PATCHOGUE ALLIANCE, INC.
1492 Montauk Highway
Bellport, New York 11713-1902
P: 631-286-9236
F: 631-286-3948
E: bhepclarine@aol.com
3. FAMILY AND CHILDREN'S ASSOCIATION
336 Fulton Avenue
Hempstead, New York 11550-3907
P: 516-292-1300-2282
F: 516-538-2548
E: dzaiff@familyandchildrens.org
W: www.familyandchildrens.org
4. NORTH FORK HOUSING ALLIANCE, INCORPORATED
116 South St
Greenport, New York 11944-1619
P: 631-477-1070
F: 631-477-1769
E: NFHA@aol.com
W: hud.gov
5. LA FUERZA UNIDA, INC.-LONG ISLAND
1 School Street, Suite 302
Glen Cove, New York 11542-2545
P: 516-759-0788-10
F: 516-759-3465
E: amunera@lfuinc.org
W: www.lfuinc.org

M&T Bank

May 23, 2016

VINCENT PELLEGRINO
23 CELANO LN
WEST ISLIP NY 11795

Re: Mortgage No.: [REDACTED]
Property Address: 23 CELANO LN
ISLIP TOWN NY 11795

Dear Mortgage Customer:

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

As of 5/23/2016 your home loan is 235 days in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of \$60,301.96 dollars by 5/31/2016.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free or very-low cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at 1-800-724-1633 and ask to discuss possible options.

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

M&T Bank

If this matter is not resolved within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.) If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visiting the department's website at <http://www.dfs.ny.gov>.

Sincerely,

M&T Bank
Homeowner Assistance Center
1-800-724-1633



Government approved housing counseling agencies in your area

1. COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND
2100 Middle Country Rd.
Centereach, New York 11720-3577
P: 631-471-1215
W: www.cdcli.org
2. BELLPORT, HAGERMAN, EAST PATCHOGUE ALLIANCE, INC.
1492 Montauk Highway
Bellport, New York 11713-1902
P: 631-286-9236
F: 631-286-3948
E: bhepclarine@aol.com
3. FAMILY AND CHILDREN'S ASSOCIATION
336 Fulton Avenue
Hempstead, New York 11550-3907
P: 516-292-1300-2282
F: 516-538-2548
E: dzaiff@familyandchildrens.org
W: www.familyandchildrens.org
4. NORTH FORK HOUSING ALLIANCE, INCORPORATED
116 South St
Greenport, New York 11944-1619
P: 631-477-1070
F: 631-477-1769
E: NFHA@aol.com
W: hud.gov
5. LA FUERZA UNIDA, INC.-LONG ISLAND
1 School Street, Suite 302
Glen Cove, New York 11542-2545
P: 516-759-0788-10
F: 516-759-3465
E: amunera@lfuinc.org
W: www.lfuinc.org

M&T Bank

May 23, 2016

CHRISTINE PELLEGRINO
23 CELANO LN
WEST ISLIP NY 11795

CERTIFIED MAIL
TRACKING NUMBER
9219 2901 0117 3210 0037 80

From
M&T BANK
475 CROSSPOINT PARKWAY
GETZVILLE, NY 14068

Send To
CHRISTINE PELLEGRINO
23 CELANO LN
WEST ISLIP, NY 11795

FEE'S	
Postage	0.485
Certified Mail	3.45
Return Receipt	2.80
Total	6.74

Re: Mortgage No.: [REDACTED]
Property Address: 23 CELANO LN
ISLIP TOWN NY 11795

Dear Mortgage Customer:

CERTIFIED MAIL
TRACKING NUMBER
08 1800 0128 1177 3210 0037 80

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

As of 5/23/2016 your home loan is 235 days in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of \$60,301.96 dollars by 5/31/2016.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free or very-low cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at 1-800-724-1633 and ask to discuss possible options.

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

M&T Bank

If this matter is not resolved within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.) If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visiting the department's website at <http://www.dfs.ny.gov>.

Sincerely,

M&T Bank
Homeowner Assistance Center
1-800-724-1633



Government approved housing counseling agencies in your area

1. COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND
2100 Middle Country Rd.
Centereach, New York 11720-3577
P: 631-471-1215
W: www.edcli.org
2. BELLPORT, HAGERMAN, EAST PATCHOGUE ALLIANCE, INC.
1492 Montauk Highway
Bellport, New York 11713-1902
P: 631-286-9236
F: 631-286-3948
E: bhepclarine@aol.com
3. FAMILY AND CHILDREN'S ASSOCIATION
336 Fulton Avenue
Hempstead, New York 11550-3907
P: 516-292-1300-2282
F: 516-538-2548
E: dzaiff@familyandchildrens.org
W: www.familyandchildrens.org
4. NORTH FORK HOUSING ALLIANCE, INCORPORATED
116 South St
Greenport, New York 11944-1619
P: 631-477-1070
F: 631-477-1769
E: NFHA@aol.com
W: hud.gov
5. LA FUERZA UNIDA, INC.-LONG ISLAND
1 School Street, Suite 302
Glen Cove, New York 11542-2545
P: 516-759-0788-10
F: 516-759-3465
E: amunera@lfuinc.org
W: www.lfuinc.org

M&T Bank

May 23, 2016

CHRISTINE PELLEGRINO
23 CELANO LN
WEST ISLIP NY 11795

Re: Mortgage No.: [REDACTED]
Property Address: 23 CELANO LN
ISLIP TOWN NY 11795

Dear Mortgage Customer:

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

As of 5/23/2016 your home loan is 235 days in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of \$60,301.96 dollars by 5/31/2016.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free or very-low cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at 1-800-724-1633 and ask to discuss possible options.

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

Payment Processing: P.O. Box 62182, Baltimore, MD 21264-2182

Notices of Error or Information Requests: M&T Bank, P.O. Box 62986, Baltimore, MD 21264-2986

Mortgage account information: 1 800 724 1633, just a click away at mtb.com.

M&T Bank

If this matter is not resolved within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.) If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-342-3736 or visiting the department's website at <http://www.dfs.ny.gov>.

Sincerely,

M&T Bank
Homeowner Assistance Center
1-800-724-1633

M&T Bank

Government approved housing counseling agencies in your area

1. COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND
2100 Middle Country Rd.
Centereach, New York 11720-3577
P: 631-471-1215
W: www.cdcli.org
2. BELLPORT, HAGERMAN, EAST PATCHOGUE ALLIANCE, INC.
1492 Montauk Highway
Bellport, New York 11713-1902
P: 631-286-9236
F: 631-286-3948
E: bhepclarine@aol.com
3. FAMILY AND CHILDREN'S ASSOCIATION
336 Fulton Avenue
Hempstead, New York 11550-3907
P: 516-292-1300-2282
F: 516-538-2548
E: dzaiff@familyandchildrens.org
W: www.familyandchildrens.org
4. NORTH FORK HOUSING ALLIANCE, INCORPORATED
116 South St
Greenport, New York 11944-1619
P: 631-477-1070
F: 631-477-1769
E: NFHA@aol.com
W: hud.gov
5. LA FUERZA UNIDA, INC.-LONG ISLAND
1 School Street, Suite 302
Glen Cove, New York 11542-2545
P: 516-759-0788-10
F: 516-759-3465
E: amunera@lfunc.org
W: www.lfunc.org

Payment Processing: P.O. Box 62182, Baltimore, MD 21264-2182

Notices of Error or Information Requests: M&T Bank, P.O. Box 62986, Baltimore, MD 21264-2986

Mortgage account information: 1 800 724 1633, just a click away at mtb.com.

Exhibit J



New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

Filer Information:

Name : Manufacturers and Traders Trust Company
Address : 475 Crosspoint Pkwy
Getzville NY 14068

Filing Information:

Tracking Number : NYS4007968
Mailing Date Step 1 : 23-MAY-16 12.00.00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 23-MAY-16 03.29.50.000 PM
Filing Date Step 1 Orig : 23-MAY-16 03.27.47.000 PM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd nt Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 23 CELANO LN ISLIP TOWN
NY 11795
County : Suffolk
Date of Original Loan : 19-OCT-10 12.00.00.000 AM
Amt of Original Loan : 880000
Loan Number Step 1 :
Loan Number Step 2 :
Loan Reset Frequency : Annual
Loan Type : 1st Lien
Loan Details : Adjustable Rate
Loan Term : 30 Year
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : VINCENT PELLEGRINO
Address : 23 CELANO LN
WEST ISLIP 11795
Borrower's Phone No :
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services



New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

Filer Information:

Name : Manufacturers and Traders Trust Company
Address : 475 Crosspoint Pkwy
Getzville NY 14068

Filing Information:

Tracking Number : NYS4007968
Mailing Date Step 1 : 23-MAY-16 12.00.00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 23-MAY-16 03.29.50.000 PM
Filing Date Step 1 Orig : 23-MAY-16 03.27.47.000 PM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 23 CRLANO LN ISLIP TOWN
NY 11795
County : Suffolk
Date of Original Loan : 19-OCT-10 12.00.00.000 AM
Amt of Original Loan : 880000
Loan Number Step 1 :
Loan Number Step 2 :
Loan Reset Frequency : Annual
Loan Type : 1st Lien
Loan Details : Adjustable Rate
Loan Term : 30 Year
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : CHRISTINE PELLEGRINO
Address : 23 CRLANO LN
ISLIP TOWN 11795
Borrower's Phone No :
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

Exhibit K

REPRESENTATION OF PRINTED DOCUMENT

M&T Bank P.O. Box 840
Buffalo, NY 14240-0840

January 27, 2016

2-750-05864-0000028-001-01-000-000-000-000

VINCENT PELLEGRINO
23 CELANO LN
WEST ISLIP NY 11795-5105

Re: Mortgage No.: [REDACTED]
Property Address: 23 CELANO LN
ISLIP TOWN NY 11795

Dear Mortgagor(s):

This shall serve as formal notice that you are presently in default under the terms of your Note and Mortgage/Deed of Trust secured by the property referenced above. Specifically, you have failed to make the payments on this Note as agreed.

To cure this default, you must pay the total amount due at this time of \$29,069.48 PLUS ANY ADDITIONAL PAYMENTS, FEES AND LATE CHARGES THAT BECOME DUE BETWEEN THE DATE OF THIS LETTER AND THE TIME YOUR PAYMENT IS RECEIVED. Such payment must be received in our office within 30 days from the date of this letter.

If you do not cure this default within 30 days from the date of this letter, your obligation for payment of the entire unpaid balance of the loan will be accelerated and become due and payable immediately without further demand. Additionally, foreclosure proceedings may be commenced to acquire the Property by foreclosure and sale. At this time, the Noteholder or another person may acquire the Property. The method of foreclosure used will depend on the method(s) of foreclosure in the state in which the Property is located. You have the right to reinstate after acceleration.

In the event foreclosure proceedings are initiated, you have certain right(s), including the right to assert in the foreclosure proceedings the non-existence of a default, the right to argue that you did keep the promises and agreements under the Note and Mortgage/Deed of Trust, to raise any other applicable defense and to reinstate your loan account after acceleration and before sale.

At any time after acceleration and before sale of the Property, you have the right to have enforcement of the Mortgage/Deed of Trust discontinued as if immediate payment in full had never been required, provided you meet all of the following conditions:

- A) Pay the Noteholder the full amount that would have been due under the Mortgage/Deed of Trust if Noteholder had not required immediate payment of the entire balance; and
- B) Correct your failure to keep any promises or agreements made in the Mortgage/Deed of Trust; and
- C) Pay all the Noteholder's reasonable expenses in enforcing the Mortgage/Deed of Trust including, but not limited to, reasonable attorney's fees, property inspection, valuation fees; and

Payment Processing: P.O. Box 62182, Baltimore, MD 21264-2182

Notices of Error or Information Requests: M&T Bank, P.O. Box 62986, Baltimore, MD 21264-2986

Mortgage account information: 1-800-724-1833. Just a click away at mtb.com.

INTERNET REPRINT

REPRESENTATION OF PRINTED DOCUMENT

- D) Do whatever Noteholder reasonably requires to assure that Noteholder's rights in the Property, and Noteholder's rights under the Mortgage/Deed of Trust, and your obligations under the Note and Mortgage/Deed of Trust continue unchanged.

It should be noted that under the terms of your Mortgage/Deed of Trust, in any foreclosure proceedings, all expenses allowed by law; which may include reasonable attorney's fees and other costs relating to the default and the foreclosure may be collected. Please refer to your loan documents or consult an attorney concerning the rights and obligations you have in connection with the default described above.

If your delinquency is a result of a loss of income, you may be eligible for homeownership counseling from a Homeownership Counseling Agency approved by the Department of Housing and Urban Development. Call 1-800-569-4287 for the agency nearest you. Please call us immediately at 1-800-724-1633 so that we can discuss reinstating your loan, or if you have any questions.

Sincerely,

Jim Colosanti

Homeowner Assistance Center

Hours: Mon.-Thurs. 8 a.m.-9 p.m., Friday 8 a.m.-5 p.m., Saturday 8 a.m.-12 p.m.

Phone: 1-800-724-1633

Fax: 1-855-678-0866

M&T Bank is attempting to collect a debt and any information obtained will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this correspondence is for compliance or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien.

XD900