

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
REVERSE MORTGAGE FUNDING LLC,

Plaintiff,

-against-

TADEUSZ KURDZIEL; CZESLAWA PODGAJNA;  
UNITED STATES OF AMERICA ACTING ON BEHALF  
OF THE SECRETARY OF HOUSING AND URBAN  
DEVELOPMENT; NEW YORK CITY DEPARTMENT OF  
FINANCE; NEW YORK CITY ENVIRONMENTAL  
CONTROL BOARD; EMIGRANT MORTGAGE  
COMPANY, INC.; "JOHN DOE #1" through "JOHN DOE  
#10," said names being fictitious and unknown to plaintiff,  
intended to be possible tenants or occupants of the premises, or  
corporations, persons, or other entities having or claiming a  
lien upon the mortgaged premises,

Defendants.  
-----X

**SUMMONS AND NOTICE**

Index No.: \_\_\_\_\_

Date Filed: \_\_\_\_\_

**MORTGAGED PREMISES:**  
137 Kingsland Avenue  
Brooklyn, NY 11222

**VENUE:** KINGS County (based  
on the situs of the Mortgaged  
Premises)

**TO THE ABOVE NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to  
serve a copy of your answer, or, if the complaint is not served with this summons, to serve a  
notice of appearance, on the Plaintiff's attorneys within twenty (20) days after the service of  
this summons, exclusive of the day of service (or within thirty (30) days after the service is  
complete if this summons is not personally delivered to you within the State of New York);  
and in case of your failure to appear or answer, judgment will be taken against you by default  
for the relief demanded in the complaint.

**NOTICE**

**YOU ARE IN DANGER OF LOSING YOUR HOME**

**IF YOU DO NOT RESPOND TO THIS SUMMONS AND COMPLAINT BY  
SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE  
MORTGAGE COMPANY WHO FILED THIS FORECLOSURE PROCEEDING**

**AGAINST YOU AND FILING THE ANSWER WITH THE COURT, A DEFAULT JUDGMENT MAY BE ENTERED AND YOU CAN LOSE YOUR HOME.**

**SPEAK TO AN ATTORNEY OR GO TO THE COURT WHERE YOUR CASE IS PENDING FOR FURTHER INFORMATION ON HOW TO ANSWER THE SUMMONS AND PROTECT YOUR PROPERTY.**

**SENDING A PAYMENT TO YOUR MORTGAGE COMPANY WILL NOT STOP THIS FORECLOSURE ACTION.**

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

**Dated:** January 26, 2022  
**New York, New York**

**GREENSPOON MARDER LLP**  
*Attorneys for Plaintiff*

By: /s/ Sarah Greenberg  
Sarah Greenberg, Esq.  
590 Madison Avenue  
Suite 1800  
New York, NY 10022  
P: (212) 524-5000  
F: (212) 524-5050 (No Service by fax)

***Please respond to Cypress Creek office:***

Trade Centre South  
100 W. Cypress Creek Road, Suite 700  
Fort Lauderdale, FL 33309  
P: (888) 491-1120  
F: (954) 343-6982

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

TO:

TADEUSZ KURDZIEL  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

Firm File # 48623.0903

CZESLAWA PODGAJNA  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222  
UNITED STATES OF AMERICA ACTING ON BEHALF OF THE SECRETARY OF  
HOUSING AND URBAN DEVELOPMENT  
C/O UNITED STATES ATTORNEY  
271 CADMAN PLAZA EAST  
BROOKLYN, NY 11201

NEW YORK CITY DEPARTMENT OF FINANCE  
C/O PARKING VIOLATION BUREAU  
66 JOHN STREET, ROOM 104  
NEW YORK CITY, NY 10038

NEW YORK CITY ENVIRONMENTAL CONTROL BOARD  
C/O NEW YORK CITY DEPARTMENT OF FINANCE  
66 JOHN STREET, ROOM 104  
NEW YORK CITY, NY 10038

EMIGRANT MORTGAGE COMPANY, INC.  
C/O PRESIDENT, OFFICER, OR ANY OTHER PERSON AUTHORIZED TO ACCEPT  
SERVICE  
7 WESTCHESTER PLACE  
ELMSFORD, NY 10523

“JOHN DOE #1” through “JOHN DOE #10,” said names being fictitious and unknown to  
plaintiff, intended to be possible tenants or occupants of the premises, or corporations, persons,  
or other entities having or claiming a lien upon the mortgaged premises  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

**NOTICE TO DEFENDANT**

**DURING THE CORONAVIRUS EMERGENCY, YOU  
MIGHT BE ENTITLED BY LAW TO TAKE ADDITIONAL  
DAYS OR WEEKS TO FILE AN ANSWER TO THIS  
COMPLAINT.**

**PLEASE CONTACT YOUR ATTORNEY FOR MORE  
INFORMATION.**

**IF YOU DON'T HAVE AN ATTORNEY,  
PLEASE VISIT**

**<http://ww2.nycourts.gov/admin/OPP/foreclosures.shtml>**

**OR**

**<https://www.nycourts.gov/courthelp/Homes/foreclosures.shtml>**

**AVISO A DEMANDADO**

**DURANTE LA EMERGENCIA DEL CORONAVIRUS,  
ES POSIBLE QUE USTED TENGA DERECHO POR LEY  
A TOMAR DIAS O SEMANAS ADICIONALES  
PARA PRESENTAR UNA RESPUESTA  
A ESTA PETICION**

**POR FAVOR CONTACTE A SU ABOGADO PARA MAS  
INFORMACION.**

**SI USTED NO TIENE UN ABOGADO,  
VISITE**

**<http://ww2.nycourts.gov/admin/OPP/foreclosures.shtml>**

**O**

**<https://www.nycourts.gov/courthelp/Homes/foreclosures.shtml>**

## NOTICE TO TENANTS OF BUILDINGS IN FORECLOSURE

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

Lender, Reverse Mortgage Funding LLC, located at 101 W. Louis Henna Blvd, Suite 450, Austin, TX 78728 can be reached at 866-278-2008.

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

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

If you need further information, please call the New York State Department of Financial Service's toll-free helpline at (800) 342-3736 or visit the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
REVERSE MORTGAGE FUNDING LLC,

COMPLAINT

Plaintiff,

-against-

Index No.: \_\_\_\_\_

TADEUSZ KURDZIEL; CZESLAWA PODGAJNA; UNITED STATES OF AMERICA ACTING ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT; NEW YORK CITY DEPARTMENT OF FINANCE; NEW YORK CITY ENVIRONMENTAL CONTROL BOARD; EMIGRANT MORTGAGE COMPANY, INC.; "JOHN DOE #1" through "JOHN DOE #10," said names being fictitious and unknown to plaintiff, intended to be possible tenants or occupants of the premises, or corporations, persons, or other entities having or claiming a lien upon the mortgaged premises,

MORTGAGED PREMISES:  
137 Kingsland Avenue  
Brooklyn, NY 11222

Defendants.

-----X

The Plaintiff herein, by its attorneys, **GREENSPOON MARDER LLP**, complains and alleges upon information and belief as follows:

**AS AND FOR A FIRST CAUSE OF ACTION**

1. Plaintiff, REVERSE MORTGAGE FUNDING LLC, is a Limited Liability Company organized under the laws of the United States of America.
2. On or about June 19, 2015, TADEUSZ KURDZIEL and CZESLAWA PODGAJNA, executed and delivered to AMERICAN ADVISORS GROUP an Adjustable Rate Note (Home Equity Conversion) bearing that date (the "Note"), whereby TADEUSZ KURDZIEL and CZESLAWA PODGAJNA (the "Borrowers") covenanted and agreed to pay the sum of all loan advances, plus interest, subject to the terms more fully set forth in the Note. The Note is annexed hereto as **Exhibit A**, collectively with the proper indorsements.
3. As security for the advances made under the Note, the Borrowers duly executed and

delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN ADVISORS GROUP, an Adjustable Rate Mortgage (Home Equity Conversion) (the “Mortgage”), which was recorded in the Office of the City Register of the City of New York on July 10, 2015, bearing CRFN 2015000237277. The Mortgage is annexed hereto as **Exhibit B**. Any applicable recording tax was paid contemporaneously therewith.

4. The Mortgaged Premises, more fully described in the Legal Description in Schedule “A”, annexed hereto, is commonly known as 137 Kingsland Avenue, Brooklyn, NY 11222, County of KINGS (the “Premises”). Any applicable recording tax was duly paid.

5. The Borrowers also executed and delivered a Home Equity Conversion Loan Agreement, more commonly known as a “Reverse Mortgage Agreement,” which required the lender to pay the sums secured by the Mortgage to the Borrowers. The Loan Agreement is annexed hereto as **Exhibit C**.

6. The Mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN ADVISORS GROUP to AMERICAN ADVISORS GROUP, by Assignment of Mortgage dated July 19, 2021 and recorded in the Office of the City Register of the City of New York on August 13, 2021, bearing CRFN 2021000318148. All Assignments of Mortgage are annexed hereto as **Exhibit D**.

7. The Note, Mortgage, and Loan Agreement are more commonly known, collectively, as a Reverse Mortgage. The Reverse Mortgage documents provide, in part, for the events that cause a default by the Borrowers.

8. REVERSE MORTGAGE FUNDING LLC is the owner and holder of the subject Note, Mortgage, and Loan Agreement. The Note was indorsed by the original lender or its agent, successor, or assign, and was delivered to Plaintiff prior to the commencement of this action.



9. The Loan went into default and was called due and payable by HUD due to non-payment of Taxes and/or Insurance on March 24, 2021.
10. Although monies were advanced as required pursuant to the Reverse Mortgage Documents, the Borrowers and/or the Estate of the Borrowers have failed to comply with the terms and provisions of the Reverse Mortgage documents.
11. As of January 3, 2022, there is due, owing and unpaid to the Plaintiff, a balance of \$488,876.36, in addition to interest thereon, and necessary advances and expenditures as outlined in the Reverse Mortgage documents.
12. Plaintiff has elected and hereby elects to declare immediately due and payable the entire unpaid balance of principal, together with monies advanced for taxes, insurance, property maintenance, as well as the costs, allowances and reasonable attorneys' fees, to the extent permitted by the mortgage. See, the demand letter which was sent to the Borrower(s)/Estate of the Borrower(s), annexed hereto as **Exhibit E**.
13. Upon information and belief, to the extent applicable, Plaintiff is in compliance with RPAPL § 1304. See 90 Day Notices, annexed hereto as **Exhibit F**.
14. Upon information and belief, to the extent applicable, Plaintiff is in compliance with RPAPL § 1306. The tracking number provided by the New York State Department of Financial Services is **NYS5480647**.
15. That in order to protect its security, the Plaintiff, or its agents, has paid or may be compelled during the pendency of this action to pay local taxes, assessments, water rates, insurance premiums and other charges affecting the Premises, and the Plaintiff requests that any sums thus paid by it for said purposes (together with interest thereon), should be added to the sum otherwise due and be deemed secured by the Mortgage and be adjudged a valid lien on

the Premises.

16. Each of the above-named defendants have, or may claim to have, some interest in or lien upon the Premises or some part thereof, which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's Mortgage. Pursuant to the provisions of CPLR § 5203(a)(2) and/or RPAPL § 1311, any such interests or liens are subject and subordinate to Plaintiff's mortgage.

17. The named party defendants are described and set out with specificity in the annexed Schedule "B."

18. The interest or lien of each of the named party defendant, if any, is set forth with specificity in the annexed Schedule "C."

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

20. Defendant UNITED STATES OF AMERICA, ACTING ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, was granted a mortgage recorded on July 10, 2015, bearing CRFN 2015000237278, in the Office of the City Register of the City of New York, which purports to encumber the aforesaid real property, but the lien thereof, if valid, is junior, inferior, and subordinate to the lien of Plaintiff's Mortgage.

21. John Doe #1 through John Doe # 10 are fictitious and unknown to Plaintiff. Said defendants are named to designate any and all persons or parties, if any, having or claiming an interest in or lien upon the Premises. Said defendants may be judgment creditors or may have, or claim to have, a subordinate mortgage, or may be tenants/occupants, or be heirs to the Borrowers' estate, the possible interests of which are subordinate to the interest of Plaintiff herein.

22. No other action or proceeding is currently pending at law or otherwise for the foreclosure

the Reverse Mortgage or for the recovery of the sum secured by the instant Reverse Mortgage documents or any part thereof.

23. Plaintiff requests that in the event that this action proceeds to judgment of foreclosure and sale, the Premises shall be sold subject to the following:

- i. Any state of facts that an inspection of the premises would disclose;
- ii. Any state of facts that an accurate survey of the premises would show;
- iii. Covenants, restrictions, easements and public utility agreements, if any;
- iv. Building and zoning ordinances of the municipality in which the mortgage premises are located and possible violations of same;
- v. Any rights of tenants in possession of the subject premises;
- vi. Any equity of redemption of the United States of America to redeem the premises within 120 days from the date of sale;
- vii. Prior mortgage liens of record, and any advances and arrearages thereunder; and
- viii. Prior lien(s) of record, if any.

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

**AS AND FOR A SECOND CAUSE OF ACTION**

25. Pursuant to Article 15 of the Real Property Actions and Proceedings Law ("RPAPL") Plaintiff herein seeks to cancel, void, and/or expunge certain liens encumbering the real property commonly known as 137 Kingsland Avenue, Brooklyn, NY 11222, County of KINGS, bearing tax map designation Section 10, Block 2829, Lot 23.

26. Said real property is encumbered by a prior mortgage held by the defendants set forth in Schedule B and C, and annexed to this complaint.

27. On or about March 31, 2008, the Borrowers executed and delivered a mortgage in favor of EMIGRANT MORTGAGE COMPANY, INC., recorded on April 21, 2008, bearing CRFN 2008000159294 in the Office of the City Register of the City of New York.

28. On or about June 19, 2015, Borrowers executed and delivered to AMERICAN ADVISORS GROUP, the Note, whereby the Borrowers covenanted and agreed to pay the sum of all loan advances, plus interest, subject to the terms more fully set forth in the Note. *See Exhibit A.*

29. As security for the advances made under the Note, Borrowers duly executed and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN ADVISORS GROUP, an Adjustable Rate Reverse Mortgage, bearing CRFN 2015000237277 in the Office of the City Register of the City of New York. *See Exhibit B.*

30. It appears from review of the public records that EMIGRANT MORTGAGE COMPANY, INC., might claim an interest or estate in the mortgaged Premises that is adverse to the Plaintiff.

31. Upon information and belief, the mortgage in favor of EMIGRANT MORTGAGE COMPANY, INC., was satisfied at the origination of the loan that serves as the subject of this foreclosure proceeding. The necessary satisfaction of mortgage was not recorded, and said mortgage is subordinate to the Note and Mortgage being foreclosed herein.

32. Upon information and belief, the defendants herein are of full age and sound mind and are not absentees, infants, incompetent or an alcohol abuser.

33. A judgment will not affect a person or persons not in being or ascertained at the commencement of this action, who by any contingency contained in a devise or grant, or

otherwise, could afterward become entitled to a beneficial estate or interest in the property involved.

34. No personal claim is made, in this action, against the defendants other than a defendant who shall assert a claim adverse to the claim of Plaintiff set forth in this complaint.

35. Plaintiff has no adequate remedy at law.

**WHEREFORE**, Plaintiff demands judgment, against the defendants as follows:

- a. That each and all of the defendants in this action, and any and all persons claiming by, through and under any of them, subsequent to the commencement of this action and the filing of the Notice of Pendency thereof in the Office of the County Clerk of KINGS County in the State of New York, which is the county in which the Premises are located, may be forever barred and foreclosed of any and all right, title and interest, claim, lien and equity of redemption in the Premises;
- b. That a receiver of rents may be appointed without notice, to the extent provided in the Mortgage;
- c. That the Court direct that the Premises can be sold according to law, in one parcel or otherwise as equity may require;
- d. That the monies arising from the sale of the Premises may be brought into Court;
- e. That the monies due to Plaintiff on the Note and Mortgage may be adjudged and computed;
- f. That Plaintiff may be paid the amount adjudged to be due on the Note and the Mortgage with interest at the time of such payment, together with any monies

advanced and paid pursuant to any term of provision of the Note and Mortgage so as to protect the lien of the Mortgage, and together with taxes, insurance premiums and all other charges and liens paid thereon with interest upon said amount from the date of the respective payments and advances, together with all amounts due by virtue of statutory costs, allowances and attorney's fees, together with any reasonable attorney's fees over and above the amounts covered by the statutory attorney's fees, together with the expenses of the sale insofar as the amount of such monies properly applicable thereto will pay the same;

- g. That the mortgage dated March 31, 2008 and given by Borrowers to Emigrant Mortgage Company, Inc., in the amount of \$300,000.00, and recorded in the Office of the City Register of the City on New York on April 21, 2008 at CRFN 2008000159294, be cancelled and expunged of record; and
- h. That Plaintiff be awarded reasonable attorney's fees as provided in the Note and Mortgage, as well as the costs and disbursements of this action.

**Dated:** January 26, 2022  
New York, New York

**GREENSPOON MARDER LLP**  
*Attorneys for Plaintiff*

By: /s/ Sarah Greenberg  
Sarah Greenberg, Esq.  
590 Madison Avenue  
Suite 1800  
New York, NY 10022  
P: (212) 524-5000  
F: (212) 524-5050 (No Service by fax)

**SCHEDULE A- LEGAL DESCRIPTION**

**ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE WESTERLY SIDE OF KINGSLAND AVENUE, DISTANCE 296 FEET 6-1/2 INCHES SOUTHERLY FROM THE INTERSECTION OF THE WESTERLY SIDE OF KINGSLAND AVENUE AND THE SOUTHERLY SIDE OF MEEKER AVENUE; (OLD LINE)**

**RUNNING THENCE WESTERLY AND AT RIGHT ANGLES TO KINGSLAND AVENUE AND PART OF THE DISTANCE THROUGH A PARTY WALL, 75 FEET;**

**THENCE SOUTHERLY AND PARALLEL WITH KINGSLAND AVENUE, 20 FEET;**

**THENCE EASTERLY AND AGAIN AT RIGHT ANGLES TO KINGSLAND AVENUE, 75 FEET TO THE WESTERLY SIDE OF KINGSLAND AVENUE;**

**THENCE NORTHERLY ALONG THE WESTERLY SIDE OF KINGSLAND AVENUE, 20 FEET TO THE POINT OR PLACE OF BEGINNING.**

**SCHEDULE B - PARTY DEFENDANTS**

**PARTY DEFENDANT(S)**

TADEUSZ KURDZIEL, Defendant is an Owner.

CZESLAWA PODGAJNA, Defendant is an Owner.

UNITED STATES OF AMERICA ACTING ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, Defendant is a Mortgagee.

NEW YORK CITY DEPARTMENT OF FINANCE, Defendant is a Lienor/Creditor.

NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, Defendant is a Lienor/Creditor.

EMIGRANT MORTGAGE COMPANY, INC., a prior Mortgagee



**SCHEDULE C – PARTY INTERESTS****PARTY DEFENDANT(S)**

TADEUSZ KURDZIEL, Defendant has interest/is Owner of Record pursuant to Deed dated June 19, 2015 and recorded on July 10, 2015, bearing CRFN 2015000237276.

CZESLAWA PODGAJNA, Defendant has interest/is Owner of Record pursuant to Deed dated June 19, 2015 and recorded on July 10, 2015, bearing CRFN 2015000237276.

UNITED STATES OF AMERICA ACTING ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, Defendant has interest/is a Mortgagee by virtue of mortgage recorded on July 10, 2015, bearing CRFN 2015000237278.

NEW YORK CITY DEPARTMENT OF FINANCE, Defendant has interest/is a Judgement Creditor by virtue of judgement, bearing Violation No. DSG6483.

NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, Defendant has interest/is a Judgement Creditor by virtue of judgment dated January 28, 2021, bearing Violation No. 0211556272.

EMIGRANT MORTGAGE COMPANY, INC., Defendant has interest/is a a prior Mortgagee by virtue of mortgage dated March 31, 2008, bearing CRFN 2008000159294

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<sup>1</sup> All attachments corresponding with this Schedule are annexed hereto collectively at **Exhibit G.**

**CERTIFICATION BY ATTORNEY**

I, Sarah Greenberg, am an attorney duly admitted to practice law in the State of New York. I am an Associate of Greenspoon Marder, LLP, the attorneys for Plaintiff REVERSE MORTGAGE FUNDING LLC, in the above captioned civil action.

I HEREBY CERTIFY, pursuant to Sec. 130-1.1-a of the Rules of the Chief Administrator (22 NYCRR), to the best of my knowledge, information, and belief, formed after inquiry reasonable under the circumstances, that the presentation of the Notice of Pendency in this action, or the contentions therein, are not frivolous as defined in subsection (c) of Sec. 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).

**Dated:** January 26, 2022  
**New York, New York**

By: /s/ Sarah Greenberg  
Sarah Greenberg, Esq.

# EXHIBIT "A"

State of NEW YORK

**ADJUSTABLE-RATE NOTE  
(Home Equity Conversion)**

June 19, 2015

FHA Case No. [REDACTED]

Loan No. [REDACTED]

MIN. [REDACTED]

137 KINGSLAND AVENUE, BROOKLYN, New York 11222 (Property Address)

**1. DEFINITIONS**

"Borrower" means each person signing at the end of this Note. The term does not include his or her successors or assigns. "Lender" means **American Advisors Group** and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives. "Non-Borrowing Spouse" means N/A, who is legally married to Borrower N/A. "Eligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who meets the Qualifying Attributes requirements defined in ML 2014-07 for a Deferral Period. "Ineligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements defined in ML 2014-07 for a Deferral Period.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated **June 19, 2015** ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not due earlier, are due and payable on **January 5, 2103**. Interest will be charged on unpaid principal at the rate of **Three AND Five Hundred Forty One Thousandth** percent (3.541%) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT**

**(A) Time**

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment-in-full, as provided in Paragraph 7 of this Note.

**(B) Place**

Payment shall be made at **American Advisors Group, 3800 W Chapman Ave, 3rd Floor, Orange, CA 92868** or at such other place as Lender may designate in writing by notice to Borrower.

**(C) Limitation of Liability**

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**5. INTEREST RATE CHANGES****(A) Change Date**

The interest rate may change on **July 1, 2016** and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

**(B) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" means the average of interbank offered rates for one-year U.S. dollar-denominated deposits in London market ("LIBOR"), as published in The Wall Street Journal, rounded to three digits to the right of the decimal point. The "Current Index" means the most recent Index figure available 30 days before the Change Date, and if the day that is 30 days before the Change Date is not a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of that week. If the day that is 30 days before the Change Date is a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of the immediately prior week. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

**(C) Calculation of Interest Rate Changes**

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **Two AND Seven Hundred Fifty Thousandth** percentage points (2.750%) to the current Index. Subject to the limit stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

**(D) Limit on Interest Rate Changes**

The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

**(E) Notice of Changes**

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

**(F) Effective Date of Changes**

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the principal balance owed under this Note so it does not reflect any excessive interest.

**6. BORROWER'S RIGHT TO PREPAY**

A Borrower receiving monthly payments under the Loan Agreement has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty on the first day of any month. Otherwise, a Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty after giving Lender two weeks notice. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

#### 7. IMMEDIATE PAYMENT-IN-FULL

##### (A) Death

(i) Except as provided in Paragraph 7(A)(ii), Lender may require immediate payment in full of all outstanding principal and accrued interest if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Deferral of Due and Payable Status. Lender may not require immediate payment in full of all outstanding principal and accrued interest if the Property is the Principal Residence of a Non-Borrowing Spouse identified in this Note and provided the following conditions are, and continue to be, met:

- a. Such Non-Borrowing Spouse remained the spouse of the HECM borrower, identified in this document, for the duration of the HECM Borrower's lifetime;
- b. Such Non-Borrowing Spouse has occupied, and continues to occupy, the property securing this Note as [his/her] Principal Residence;
- c. Such Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the property securing this Note;
- d. All other obligations of the Borrower under this Note, the Loan Agreement and the Security Instrument continue to be satisfied; and
- e. This Note is not eligible to be called Due and Payable for any other reason.

This Paragraph is inapplicable or null and void if a Non-Borrowing Spouse is or becomes ineligible, at any time. Further, during a Deferral Period, should any of the conditions for deferral listed in this Paragraph cease to be met, such a deferral shall immediately cease and this Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of this Note.

##### (B) Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if a Borrower conveys all of his or her title to the Property and no other Borrower retains title to the Property in fee simple or on a leasehold interest as set forth in 24 CFR 206.45(a). A deferral of Due and Payable is not permitted when a Lender requires immediate payment under this paragraph.

##### (C) Other Grounds

Lender may require immediate payment-in-full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

- (i) The Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower;
- (ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under the Security Instrument is not performed.

A deferral of Due and Payable is not permitted when a Lender requires immediate payment in full under Paragraph 7(C).

**(D) Payment of Costs and Expenses**

If Lender has required immediate payment-in-full, as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**(E) Trusts**

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph.

**8. WAIVERS**

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**9. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice to Non-Borrowing Spouse provided for under this Note will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**10. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

**11. RELATIONSHIP TO SECOND NOTE**

**(A) Second Note**

Because Borrower will be required to repay amounts which the Secretary may make to or on

behalf of Borrower pursuant to Section 255 (i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

**(B) Relationship of Secretary Payments to this Note**

Payments made by the Secretary shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

**(C) Effect on Borrower**

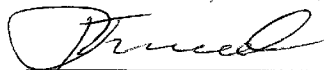
Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or
- (ii) Be obligated to pay interest under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Allonge to this Note.

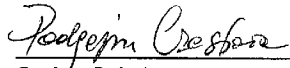
**12. THIRD-PARTY BENEFICIARY**

Except as set forth in Paragraph 7(A)(ii) only for an Eligible Non-Borrowing Spouse in this Note, this Note does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
 \_\_\_\_\_ (SEAL)  
 Tadeusz Kurdziel

6/19/15  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_ (SEAL)  
 Czesława Podgajna

6/19/15  
 \_\_\_\_\_  
 Date



**Loan Originator Organization**

Mortgage Loan Originator Organization: **East Coast Capital Corp**  
Nationwide Mortgage Licensing system and Registry Identification Number: **1403**

**Individual Loan Originator**

Mortgage Loan Originator: **Stanley Gil**  
Nationwide Mortgage Licensing system and Registry Identification Number: **66909**

1

RECEIVED NYS

2

Allonge

Loan Number: [REDACTED]  
 FHA Case Number: [REDACTED]  
 Borrower Name(s): Tadeusz Kurdziel and Czeslawa Podgajna  
 Property Address: 137 KINGSLAND AVENUE  
 BROOKLYN, New York 11222  
 Note/Loan Amount: \$938,250.00  
 Note/Loan Date: 6/19/2015

PAY TO THE ORDER OF:

WITHOUT RECOURSE

Company Name: American Advisors Group

Signature:



Name:

Desiree Drew  
Funder

Title:

Loan Officer Company NMLS #: 1403  
Loan Officer NMLS #: 66909  
2008-2015 ReverseMortgage, Inc. 2032,056

1403  
66909  
2032,056

Page 1 of 1

Printed: 6/19/2015  
Allonge\_AAG / 0267

# EXHIBIT "B"

<p><b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b></p> <p>This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.</p>	 <p><b>2015070701042002001E2EBB</b></p>
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**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 19**

**Document ID: 2015070701042002**      Document Date: 06-19-2015      Preparation Date: 07-07-2015  
 Document Type: MORTGAGE  
 Document Page Count: 17

**PRESENTER:**  
 FIRST EQUITY ABSTRACT  
 538 BROADHOLLOW ROAD  
 SUITE 315, FE-11504-K  
 MELVILLE, NY 11747  
 631-694-9595  
 HFOY@1STEQUITY.COM

**RETURN TO:**  
 AMERICAN ADVISORS GROUP  
 3800 W CHAPMAN AVE  
 3RD FLOOR  
 ORANGE, CA 92868

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
BROOKLYN	2829	23	Entire Lot	137 KINGSLAND
Property Type: DWELLING ONLY - 2 FAMILY				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_


**PARTIES**

<p><b>MORTGAGOR/BORROWER:</b>                  TADEUSZ KURDZIEL                  137 KINGSLAND AVENUE                  BROOKLYN, NY 11222</p>	<p><b>MORTGAGEE/LENDER:</b>                  MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.                  1901 EAST VOORHEES STREET, SUITE C                  DANVILLE, IL 61834</p>
<input checked="" type="checkbox"/> Additional Parties Listed on Continuation Page	

FEES AND TAXES			
<b>Mortgage :</b>		<b>Filing Fee:</b>	
Mortgage Amount:	\$ 938,250.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:	280		\$ 0.00
<b>TAXES:</b> County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	\$ 0.00
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
<b>TOTAL:</b>	\$ 0.00		
Recording Fee:	\$ 122.00		
Affidavit Fee:	\$ 8.00		

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

Recorded/Filed 07-10-2015 08:57  
 City Register File No.(CRFN):  
 2015000237277



*Gaetan M. Hill*  
 City Register Official Signature

record and return to: American Advisors Group  
3800 W Chapman Ave, 3rd Floor  
Orange, CA 92868



This instrument prepared by: American Advisors Group  
3800 W Chapman Ave, 3rd Floor  
Orange, CA 92868

[Space Above This Line For Recording Data]

State of NEW YORK

FHA Case No. [Redacted]  
Loan No. [Redacted]  
MIN: [Redacted]

**ADJUSTABLE RATE  
HOME EQUITY CONVERSION MORTGAGE**

2829  
23

THIS MORTGAGE ("Security Instrument") is given on June 19, 2015. The mortgagor is TADEUSZ KURDZIEL AND CZESLAWA PODGAJNA, AS HUSBAND AND WIFE, whose address is 137 KINGSLAND AVENUE, BROOKLYN, New York 11222 ("Borrower"). The term "Borrower" does not include the Borrower's successors or assigns. This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), which is organized and existing under the laws of Delaware, and whose address is P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS. American Advisors Group is organized and existing under the laws of California, and has an address of 3800 W Chapman Ave, 3rd Floor, Orange, CA 92868 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Note dated the same date as this Security Instrument ("Note"). The mortgagee of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of Nine Hundred Thirty Eight Thousand, Two Hundred Fifty Dollars and Zero Cents (U.S. \$938,250.00 ); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on January 5, 2103. For this purpose, Borrower does hereby mortgage, grant and convey to MERS and to the successors and assigns of MERS, the following described property located in KINGS County, NEW

This property is improved by a  
1 or 2 family dwelling



YORK:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of  
137 KINGSLAND AVENUE, BROOKLYN, New York 11222, ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

- 1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
- 3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance

proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

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

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

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

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

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

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender

may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

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

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Non-Borrowing Spouse.** Borrower, N/A is married to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Note," "Loan Agreement" or this Security Instrument. "Eligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who meets the Qualifying Attributes requirements defined in ML 2014-07 for a Deferral Period. "Ineligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements defined in ML 2014-07 for a Deferral Period.

**10. Grounds for Acceleration of Debt.**

**(a) Due and Payable - Death.**

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the Due and Payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 resides in the Property as [his/her] Principal Residence and all of the following conditions are, and continue to be, met:

- a. Such Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Non-Borrowing Spouse has occupied, and continues to occupy, the property securing the Note as [his/her] Principal Residence;
- c. Such Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the property securing this Note;
- d. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- e. The Note is not eligible to be called due and payable for any other reason.

This Paragraph is inapplicable or null and void if a Non-Borrowing Spouse is or becomes ineligible, at any time. Further, during a Deferral Period, should any of the conditions for deferral listed in this Paragraph cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of the Note.

**(b) Due and Payable - Sale.** Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than



99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable is not permitted when a Lender requires immediate payment in full under this paragraph.

**(c) Due and Payable with Secretary Approval.** - Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable is not permitted when a Lender requires immediate payment in full under section 10(C).

**(d) Notice and Certification to Lender.** Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the property remains the Borrower's Principal Residence and, if applicable, the principal residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9, the Borrower shall also complete and provide to the Lender on an annual basis a Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the Borrower's annual certifications, required by this paragraph, must continue to be completed and provided to the Lender by the Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (b) and (c) occur.

**(e) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed-in-lieu of foreclosure.

**(f) Notice to Secretary and Non-Borrowing Spouse.** Lender shall notify the Secretary and any Non-Borrowing Spouse identified in Paragraph 9 whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

**(g) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this

Paragraph 10.

**(h) Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**11. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**12. Reinstatement.**

**(a) Borrower Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of this Security Instrument.

**(b) Deferral Period Reinstatement.** If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes as defined in ML 2014-07 for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing Spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-

Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

### 13. Lien Status.

#### (a) Modification.

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 14(a) \*and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

#### (b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

#### (c) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

### 14. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

**(c) Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 20 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or

- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

**(d) No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

**15. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**16. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**17. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, or Non-Borrowing Spouse when given as provided in this Paragraph 17.

**18. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**19. Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and this Security Instrument.

**NON-UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**20. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**21. Foreclosure Procedure.** If Lender requires immediate payment-in-full under Paragraph 10, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence.

**22. Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

**23. Adjustable-Rate Feature.** Under the Note, the initial stated interest rate of 3.541% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the average of interbank offered rates for one-year U.S. dollar denominated deposits in the London Market ("LIBOR"), as published in The Wall Street Journal ("Index"), rounded to three digits to the right of the decimal point, plus a margin. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on **July 1, 2016 and on that day of each succeeding year.** ("Change Date"). Change Date means each date on which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate cannot be more than 2.0 percentage points higher or lower than the Existing Interest Rate, nor can it be more than 5.0 percentage points higher or lower than the Initial Interest Rate.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

**24. 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. Borrower will pay all costs for recording the discharge in the proper official records. Borrower agrees to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require Borrower to 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 under applicable law.

**25. Agreements about New York Lien Law.** Borrower will receive all amounts lent by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. Borrower will: (A) hold all amounts which Borrower receives and which Borrower has 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 Borrower uses them for any other purpose. Borrower acknowledges that the fact that Borrower is holding those amounts as a "trust fund" means that for any building or other improvement located on the Property, Borrower has a special responsibility under the law to use the amount in the manner described in this Paragraph 24.

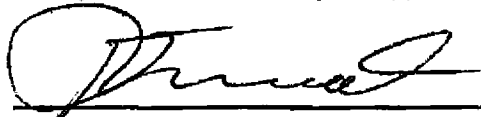
**26. Borrower's Statement Regarding the Property.** This Security Instrument covers real property improved, or to be improved, by one or two family dwelling only.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

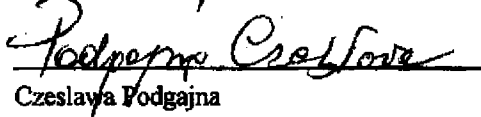
- Condominium Rider
- Planned Unit Development Rider
- Other [Specify] Multi-Family Rider

**28. Nominee Capacity of MERS.** MERS Serves as mortgagee of record and secured party solely as nominee for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
 \_\_\_\_\_ (SEAL)  
 Tadeusz Kurdziel,

6/19/15  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_ (SEAL)  
 Czeslawa Podgajna

6/19/15  
 \_\_\_\_\_  
 Date

**1-4 Family Rider**  
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made on 6/19/2015 12:00:00AM and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to American Advisors Group ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

**137 KINGSLAND AVENUE, BROOKLYN, New York 11222**

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

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

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

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

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required in the Security Instrument.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.**

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

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

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by





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

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

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

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

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

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

Mateusz Kurdziel

6/19/15

Date

Czesława Podgajna

6/19/15

Date

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

STATE OF NEW YORK

COUNTY OF Kings

ss:

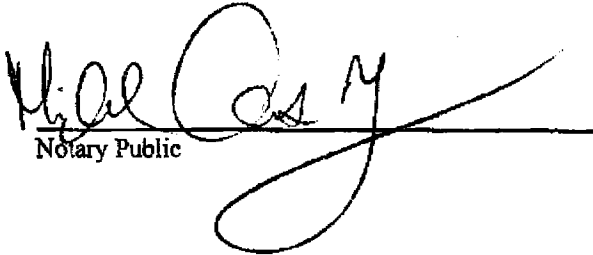
On the 19<sup>th</sup> day of June in the year 2015, before me, the

undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

Tadeusz Kurdziel and Czeslawa Podgajna

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

my commission expires: \_\_\_\_\_

  
Notary Public

**MICHELE ANDREA DUSZAK**  
Notary Public, State of New York  
Reg. No. 01BU6346052  
Qualified in Nassau County  
Commission Expires 07/16/2015

**Loan Originator Organization**

Mortgage Loan Originator Organization: **East Coast Capital Corp**

Nationwide Mortgage Licensing system and Registry Identification Number: **1403**

**Individual Loan Originator**

Mortgage Loan Originator: **Stanley Gil**

Nationwide Mortgage Licensing system and Registry Identification Number: **66909**

**EXHIBIT A**

Exhibit A to the Mortgage made on June 19, 2015, by TADEUSZ KURDZIEL AND CZESLAWA PODGAJINA, AS HUSBAND AND WIFE ("Borrower") to Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"). The Property is located in the county of KINGS, state of New York, described as follows:

**Description of Property**

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF."  
APN # 3028290023

**Schedule A Description**

Title Number **FE-11504-K**

Page **1**

**ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:**

**BEGINNING at a point on the westerly side of Kingsland Avenue, distant 296 feet 6-1/2 inches southerly from the intersection of the westerly side of Kingsland Avenue and the southerly side of Meeker Avenue; (old line)**

**RUNNING THENCE westerly and at right angles to Kingsland Avenue and part of the distance through a party wall, 75 feet;**


**THENCE southerly and parallel with Kingsland Avenue, 20 feet;**

**THENCE easterly and again at right angles to Kingsland Avenue, 75 feet to the westerly side of Kingsland Avenue;**

**THENCE northerly along the westerly side of Kingsland Avenue, 20 feet to the point or place of BEGINNING.**

# EXHIBIT "C"

## Home Equity Conversion Mortgage Loan Agreement

FHA Case No. Loan No. 

THIS AGREEMENT is made on, **June 19, 2015**, among  
**Tadeusz Kurdziel and Czeslawa Podgajna** ("Borrower"), and  
**American Advisors Group** ("Lender")  
and the Secretary of Housing and Urban Development ("Secretary").

### Article 1 - Definitions

- 1.1. Borrower** is defined above. The term does not include the Borrower's successors or assigns.
- 1.2 Deferral Period** means the period of time following the death of the last surviving borrower during which the due and payable status of a HECM is further deferred based on the continued satisfaction of the requirements for a Non-Borrowing Spouse determined by the Secretary and all other FHA requirements.
- 1.3. Eligible Non-Borrowing Spouse** means a Non-Borrowing Spouse who meets the Qualifying Attributes requirements defined in ML 2014-07 for a Deferral Period.
- 1.4. Expected Average Mortgage Interest Rate** means the amount indicated on the attached payment plan (Exhibit 1). It is a constant interest rate used to calculate monthly payments to the Borrower throughout the life of the loan.
- 1.5 First Year Disbursement Period** means the period starting on the date of loan closing and ending the day before the first anniversary of loan closing.
- 1.6. Ineligible Non-Borrowing Spouse** means a Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements defined in ML 2014-07 for a Deferral Period.
- 1.7. Loan Advances** means all funds advanced from or charged to Borrower's account under conditions set forth in this Loan Agreement, whether or not actually paid to Borrower.
- 1.8. Loan Documents** means the Note, Second Note, Security Instrument and Second Security Instrument.
- 1.9. Mandatory Obligations** means only those charges, fees, amounts and expenses as authorized by the Secretary.
- 1.10. Maximum Claim Amount** means the lesser of the appraised value of the property, as determined by the appraisal used in underwriting the loan, or the sales price of the property being purchased for the sole purpose of being the principal residence, or the national mortgage limit under section 255 (g) or (m) of the National Housing Act applicable to this loan agreement. Closing costs must not be taken into account in determining appraised value.
- 1.11. Non-Borrowing Spouse** means the spouse N/A, as determined by the law of the state in which

the spouse N/A and borrower N/A reside or the state of celebration, of the HECM borrower N/A at the time of closing and who is not a borrower.

**1.12. Note** means the promissory note signed by Borrower together with this Loan Agreement and given to Lender to evidence Borrower's promise to repay, with interest, Loan Advances by Lender or Lender's assignees.

**1.13. Principal or Principal Balance** means the sum of all Loan Advances made as of a particular date, including interest and mortgage insurance premiums.

**1.14. Principal Limit** means the amount indicated on the attached payment plan (Exhibit 1) when this Loan Agreement is executed, and increases each month for the life of the loan at a rate equal to one-twelfth of the mortgage interest rate in effect at the time plus one-twelfth of 1.25%. The Principal Limit is calculated by multiplying the Maximum Claim Amount by a factor supplied by the Secretary.

**1.15. Principal Residence** means the dwelling where a borrower, and if applicable, a Non-Borrowing Spouse maintains his or her permanent place of abode, and typically spends the majority of the calendar year. A person may have only one principal residence at any one time. The Property shall be considered to be the Principal Residence of any borrower who is temporarily in a health care institution provided the borrower's residency in a health care institution does not exceed twelve consecutive months. The Property shall be considered to be the Principal Residence of any Non-Borrowing Spouse, who is temporarily in a health care institution, as long as the Property is the Principal Residence of his or her borrower spouse, who physically resides in the property. During a Deferral Period, the Property shall continue to be considered to be the Principal Residence of any Non-Borrowing Spouse, who is temporarily in a health care institution, provided the Non-Borrowing Spouse physically occupied the property immediately prior to entering the health care institution and the Non-Borrowing Spouse's residency in a health care institution does not exceed twelve consecutive months.

**1.16. Property** means Borrower's property identified in the Security Instrument.

**1.17. Property Charges** means taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other assessments that may be required by local or state law.

**1.18. Second Note** means the promissory note signed by Borrower together with this Loan Agreement and given to the Secretary to evidence Borrower's promise to repay, with interest, Loan Advances by the Secretary secured by the Second Security Instrument.

**1.19. Second Security Instrument** means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower together with this Loan Agreement and which secures the Second Note.

**1.20. Security Instrument** means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower together with this Loan Agreement and which secures the Note.

## Article 2 - Loan Advances

**2.1. General.** Lender agrees to make Loan Advances under the conditions set forth in this Loan Agreement in consideration of the Note and Security Instrument given by Borrower on the same date as this Loan Agreement.



## 2.2. Initial Advances.

2.2.1. Loan Advances shall be used by Lender to pay, or reimburse Borrower for, closing costs listed in the Schedule of Closing Cost (Exhibit 2) attached to and made a part of this Loan Agreement, except that Loan Advances will only be used to pay origination fees in an amount not to exceed the greater of \$2,500 or 2% of the maximum claim amount of the mortgage, up to a maximum claim amount of \$200,000, *plus* one percent of any portion of the maximum claim amount that is greater than \$200,000, *nor* shall the Lender charge the Borrower an origination fee in excess of \$6,000.

2.2.2. Loan Advances shall be used by Lender to discharge the liens on the Property listed in the Schedule of Liens/HECM for Purchase Disbursement to Seller (Exhibit 2) attached to and made a part of this Loan Agreement.

2.2.3. Lender shall pay an initial Loan Advance to Borrower in the amount indicated on the attached payment plan (Exhibit 1).

2.2.4. Initial advances required by this Section 2.2 shall be made as soon as such advances are permitted by the applicable provisions of 12 CFR Part 1026 (Truth in Lending) governing Borrower's right of rescission, but not before that time.

2.2.5. Borrower's aggregate initial advances during the First Year Disbursement Period will be limited to the greater of 60% of the initial Principal Limit or the sum of Mandatory Obligations plus an additional 10% of the initial Principal Limit, so long as such amount does not exceed the maximum Principal Limit. In the event Borrower makes a payment towards the outstanding loan balance on the line of credit during the First Year Disbursement Period, the Lender may make subsequent Loan Advances during the remainder of the First Year Disbursement Period only to the extent Borrower's payment was applied to the outstanding principal balance.

2.2.6. If any requested Loan Advance would exceed 60% of the initial Principal Limit, Lender may make a partial payment to the mortgagor for the amount that would not exceed 60%. Prior to Lender paying a partial Loan Advance to avoid causing the aggregate initial advances to exceed 60% of the Principal Limit within the First Year Disbursement Period, Lender must provide Borrower with written notice about inability to exceed the 60% threshold.

2.2.7. No Loan Advances are permitted during the Deferral Period, except for amounts disbursed or accrued from under 2.3.2, 2.3.3, 2.3.4, 2.12.3, 2.13.3, and 2.15.3.

## 2.3. Set Asides.

2.3.1. Amounts set aside from the Principal Limit shall be considered Loan Advances to the extent actually disbursed or earned by Lender.

2.3.2. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) for repairs to be made in accordance with a Repair Rider attached to and made a part of this Loan Agreement (Exhibit 3). This set aside remains available for disbursement during any Deferral Period and the Lender may add such disbursements to the Principal Balance.

2.3.3. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) to be applied to payments due for first year property charges consisting of taxes, hazard insurance premiums, flood insurance premiums, ground rents,

condominium fees, planned unit development fees, homeowner's association fees, and any other assessments that may be required by local or state law.

2.3.4. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) to be applied to payment due for a fixed monthly charge for servicing activities of Lender or its servicer. Such servicing activities are necessary to protect Lender's interest in the Property. A servicing fee set aside, if any, is not available to the Borrower for any purpose, except to pay for loan servicing. A servicing set aside under this section remains available for disbursement during any Deferral Period and the Lender may add such disbursements to the Principal Balance.

**2.4. Charges and Fees.** Borrower shall pay to Lender reasonable and customary charges and fees as permitted under 24 CFR 206.207(a). Such amounts shall be considered Loan Advances when actually disbursed by Lender.

**2.5. Monthly Payments.**

2.5.1. Loan Advances paid directly to Borrower shall be made in equal monthly payments if requested by Borrower.

2.5.2. Monthly payments, if requested under 2.5.1, shall be calculated based on the payment plan requested by Borrower.

2.5.3. Monthly payments under the term payment plan are made only during a term chosen by Borrower and shall be calculated so that the sum of (i) or (ii) as applicable added to (iii), (iv), (v) and (vi) shall be equal to or less than the Principal Limit at the end of the term; except that during the First Year Disbursement Period, the amount calculated shall not be greater than the maximum amount permitted under 2.2.5:

(i) Initial Advances under Section 2.2, plus any initial servicing fee set aside under Subsection 2.3.4, or

(ii) The Principal Balance at the time of a change in payments under Sections 2.8 and 2.9 plus any remaining servicing fee set aside under Subsection 2.3.4, and

(iii) The portion of the Principal Limit set aside as a line of credit under Section 2.7, including any set asides for repairs (Subsection 2.3.2) and first year property charges (Subsection 2.3.3), and

(iv) All monthly payments due through the payment term, including funds withheld for payment of property charges under Section 2.10, and

(v) All mortgage insurance premiums, or monthly charges due to the Secretary in lieu of mortgage insurance premiums, which are due through the payment term (Subsection 2.13), and

(vi) All interest through the payment term. The Expected Average Mortgage Interest Rate shall be used for this purpose.

2.5.4. Monthly payments under the tenure payment plan shall be calculated as in Subsection 2.5.3 as if there were a payment term with the number of months in the term equal to the sum of 100 minus the age of the youngest Borrower multiplied by 12, but payments shall continue until the loan becomes due and payable as provided in the Loan Documents.

2.5.5. Monthly payments shall be paid to Borrower on the first business day of a month.

2.5.6. If Borrower has requested monthly payments, payments shall be indicated on the attached payment plan (Exhibit 1). The payment plan may be changed by Borrower as provided in Sections 2.8 and 2.9.

## 2.6. Line of Credit without Monthly Payments.

2.6.1. Borrower can request Loan Advances under a line of credit payment plan in amounts and at times determined by Borrower, if the Principal Balance of the loan after the Loan Advance is made is less than or equal to the applicable Principal Limit, except that during the First Year Disbursement Period the amount available shall not be greater than the maximum amount permitted under 2.2.5, excluding any portion of the Principal Limit set aside under Subsections 2.3.2 or 2.3.4. The line of credit amount increases at the same rate as the total Principal Limit under Section 1.14.

2.6.2. Line of credit payments shall be paid to Borrower within five business days after Lender has received a written request for payment by Borrower.

2.6.3. Lender may specify a form for line of credit payment requests.

2.6.4. Lender shall provide Borrower with a statement of the account every time a line of credit payment is made. The statement shall include the current interest rate, the previous Principal Balance, the amount of the current Loan Advance, the current Principal Balance after the Loan Advance, and the current Principal Limit.

## 2.7. Line of Credit with Monthly Payments.

2.7.1. Borrower may receive monthly payments under either a term or tenure payment plan combined with a line of credit, as indicated on the attached payment plan (Exhibit 1).

2.7.2. Subsections 2.6.2, 2.6.3 and 2.6.4 apply to a line of credit combined with term or tenure payments.

2.7.3. If Borrower combines a line of credit with a term or tenure payment plan, the Principal Limit is divided into: (a) an amount for the line of credit payments, including repair and property charge set asides, (b) an amount for monthly payments which shall be calculated under Subsection 2.5.3 or 2.5.4 and (c) an amount for a servicing fee set aside, if required by Lender under Subsection 2.3.4. Amounts designated for line of credit payments and monthly payments increase independently at the same rate as the total Principal Limit increases under Section 1.14. Borrower can request Loan Advances in amounts and at times determined by Borrower, if the requested amount is less than or equal to the difference between (a) the Principal Limit applicable to the line of credit set aside, except that during the First Year Disbursement Period instead of using the applicable Principal Limit, the maximum amount permitted under 2.2.5 shall be used, and (b) the portion of the outstanding Principal Balance attributable to draws on the line of credit, including accrued interest and mortgage insurance premium or monthly charge due to

the Secretary, but excluding any portion of the Principal Limit set aside under Subsections 2.3.2 and 2.3.4.

2.7.4. A Borrower receiving monthly payments in combination with a line of credit may prepay the outstanding mortgage balance in accordance with the terms of the Note.

## 2.8. Change in Payments Generally.

2.8.1. Whenever the Principal Balance of the loan is less than the Principal Limit, Borrower may change from any payment plan allowable under this Loan Agreement to another.

2.8.2. If Borrower requests that monthly payments be made after a change in payment plan, Lender shall recalculate future monthly payments in accordance with Subsections 2.5.3 or 2.5.4.

2.8.3. Lender may charge a fee not to exceed twenty dollars, whenever payments are recalculated and in any other circumstances in which Borrower is required to sign a form acknowledging a change in payment plan as provided in Subsection 2.8.5.

2.8.4. Loan Advances under a new payment plan shall be paid to Borrower in the same manner and within the time period required under Sections 2.5, 2.6 or 2.7.

2.8.5. Changes in the payment plan must be acknowledged by Borrower by signing a form containing the same information as the attached payment plan (Exhibit 1). Lender shall provide a copy of the completed form to Borrower.

## 2.9. Change in Payments Due to Initial Repairs.

2.9.1. If initial repairs after closing, made in accordance with the Repair Rider, are completed without using all of the repair set aside, Lender shall inform Borrower of the completion and the amount then available to the Borrower to be drawn under a line of credit.

2.9.2. If initial repairs after closing, made in accordance with the Repair Rider, cannot be fully funded from the repair set aside, any additional Loan Advances needed to complete repairs shall be made in the manner provided under Section 2.16.

2.9.3. If initial repairs are not completed when required by the Repair Rider, Borrower shall not request and Lender shall not make any further payments, except as needed to pay for repairs required by the Repair Rider and mandatory Loan Advances under Section 4.6. In order to complete the required repairs, Loan Advances shall be made first from the repair set aside, and then in the manner provided under Section 2.16.

## 2.10. Payment of Property Charges.

2.10.1. Borrower has elected to require Lender to use Loan Advances to pay property charges consisting of taxes, hazard insurance premiums, flood insurance premiums, ground rents, and any other assessments that may be required by local or state law if indicated on the attached payment plan (Exhibit 1). Borrower may change this election by notifying Lender and at that time Lender shall pay to Borrower any amounts withheld from the Loan Advances to pay property charges, except that any Loan Advances during the First Year Disbursement Period are subject to the limitation as provided for in Subsection 2.2.5.

2.10.2. If Borrower has made the election under Subsection 2.10.1. and Borrower is receiving

monthly payments, Lender shall withhold amounts from each monthly payment and use the amounts withheld to make timely payments of property charges. The amounts withheld shall be calculated as provided in Subsection 2.10.3. Amounts withheld from monthly payments shall not be treated as Loan Advances and shall not bear interest except to the extent actually disbursed by Lender.

**2.10.3.** If Borrower has made the election under Subsection 2.10.1, Lender shall withhold from each monthly payment an amount to pay (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, (c) premiums for fire, flood and other hazard insurance required by the Security Instrument and (d) any other assessments that may be required by local or state law. Each monthly withholding for items (a), (b), (c) and (d) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender. The full annual amount for each item shall be paid by Lender before an item would become delinquent. Lender shall treat amounts for items (a), (b), (c) and (d) as Loan Advances adding to the Principal Balance when paid. If at any time the withholding for item (a), (b), (c) or (d) exceeds the amount of actual property charges, Lender shall pay the excess withholding to Borrower and add it to the Principal Balance. If the total of the withholding for item (a), (b), (c) or (d) is insufficient to pay the item when due, the amount necessary to make up the deficiency on or before the date the item becomes due shall be paid as a Loan Advance in the manner provided under Section 2.16.

**2.10.4.** If Borrower has made the election under Subsection 2.10.1 and Borrower is not receiving monthly payments, Lender shall make Loan Advances under the line of credit payment plan as needed to make timely payments of property charges, provided that no such Loan Advance shall exceed the amount permitted by Subsection 2.6.1.

**2.10.5.** If Borrower fails to pay the property charges in a timely manner, and has not elected to have Lender make the payments, Lender shall pay the property charges as a Loan Advance as required under Section 2.16. If a pattern of missed payments occurs, Lender may establish procedures to pay the property charges from Borrower's funds as if Borrower elected to have Lender pay the property charges.

**2.10.6.** Lender shall immediately notify any Borrower who has made the election under Subsection 2.10.1 whenever Lender determines that amounts available from monthly payments or line of credit payments will be insufficient to pay property charges.

**2.11. Insurance and Condemnation Proceeds.** If insurance or condemnation proceeds are paid to Lender, the Principal Balance shall be reduced by the amount of the proceeds not applied to restoration or repair of the damaged Property and the available loan funds shall be recalculated. At the same time, the Principal Limit also shall be reduced by the amount of the proceeds applied to reduce the Principal Balance.

**2.12. Interest.**

**2.12.1.** Interest shall be calculated as provided in the Loan Documents.

**2.12.2.** Interest shall accrue daily and be added to the Principal Balance as a Loan Advance at the end of each month.

**2.13. Mortgage Insurance Premium (MIP); Monthly Charge.**

**2.13.1.** Monthly MIP shall be calculated as provided in 24 CFR Part 206. If the Security Instrument is held by the Secretary or if the Secretary makes Loan Advances secured by the Second Security Instrument, a monthly charge shall be due to the Secretary and shall be calculated in the same manner as MIP.

**2.13.2.** The full amount of monthly MIP or monthly charge, including any portion of the MIP retained by a Lender under 24 C.F.R. 206.109, shall be considered to be a Loan Advance to Borrower on the later of the first day of the month or the day Lender pays the MIP to the Secretary, if any MIP is due to the Secretary. In the event that the Note becomes due and payable or the Note is prepaid in full after the first day of the month, Lender may add the accrued MIP to the Principal Balance or the Secretary may add the accrued monthly charge to the Principal Balance.

**2.13.3.** In the event of a Deferral Period, the monthly MIP will continue to accrue and the Lender may add the accrued MIP to the Principal Balance.

**2.14. Manner of Payment.** Only a Borrower has a right to receive Loan Advances. Borrowers shall choose to receive Loan Advances by either electronic funds transfer to a bank account designated by all Borrowers or by check mailed to an address designated by all Borrowers, except where all Borrowers agree that payment should be made directly to a third party for the benefit of the Borrowers. Borrowers may change the manner of payment by notifying Lender.

**2.15. Protection of Property.**

**2.15.1.** If Borrower vacates or abandons the Property, or if Borrower is in default under the Security Instrument, then Lender may make reasonable expenditures to protect and preserve the Property and these expenditures will be considered Loan Advances as required under Section 2.16.

**2.15.2.** If Borrower fails to pay governmental or municipal charges, fines or impositions that are not included in Section 2.10 or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property. These expenditures will be considered Loan Advances as required under Section 2.16.

**2.15.3.** During a Deferral Period, if governmental or municipal charges, fines or impositions that are not included in Section 2.10 or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property. These expenditures will be considered Loan Advances as required under Section 2.16. If obligations of the mortgage are not satisfied during the Deferral Period, the Deferral Period will immediately cease and the Loan will be immediately due in full.

**2.16. Unscheduled Payments.** Loan Advances made pursuant to Sections 2.3.4, 2.4, 2.9.2, 2.9.3, 2.10.3, 2.10.5, and 2.15, shall be made from a line of credit under Section 2.6, or 2.7, to the extent available. If no line of credit sufficient to make the Loan Advances exists or is available, any future monthly payments must be recalculated in accordance with Subsection 2.5.3 or 2.5.4 to create a line of credit sufficient to make the Loan Advances.

### Article 3 - Late Charge

**3.1. Amount Due.** Lender shall pay a late charge to Borrower for any late payment. If Lender does not mail or electronically transfer a scheduled monthly payment to Borrower on the first business day of the month or mail or electronically transfer a line of credit payment to Borrower within 5 business days of the date Lender received the request, the late charge shall be 10 percent of the entire amount that should have been paid to the Borrower for that month or as a result of that request. For each additional day that Lender fails to make payment, Lender shall pay interest on the late payment at the interest rate stated in the Loan Documents. If the Loan Documents provide for an adjustable interest rate, the rate in effect when the late charge first accrues shall be used. In no event shall the total late charge and interest exceed five hundred dollars. Any late charge shall be paid from Lender's funds and shall not be added to the unpaid Principal Balance.

**3.2. Waiver.** The Secretary may waive a late charge where the Secretary determines that the late payment resulted from circumstances beyond Lender's control and that no act or omission of Lender contributed to the late payment. At the time Lender requests a waiver, Lender shall inform Borrower that a waiver of late charge has been requested from the Secretary and that the late charge will be sent to Borrower if the waiver is denied. If the Secretary denies the waiver, Lender shall pay to Borrower the late charge and interest that accrued from the date the payment was late until the date the waiver was requested.

### Article 4 - Termination of Lender's Obligation to Make Loan Advances

**4.1. Loan Due and Payable.** Lender shall have no obligation to make Loan Advances if Lender has notified Borrower that immediate payment-in-full to Lender is required under one or more of the Loan Documents unless and until the notice is rescinded by Lender.

**4.2. Deferral Period of Loan Due and Payable Status.** Where the last surviving borrower dies and a Non-Borrowing Spouse, identified by a borrower, met and continues to meet all requirements established by the Secretary, the Due and Payable status will be deferred until the property is no longer the principle residence of an identified Non-Borrowing Spouse, an identified Non-Borrowing Spouse fails to ensure all other requirements established by the Secretary are met, or an identified Non-Borrowing Spouse dies, whichever occurs first. During the Deferral Period, the Lender shall have no obligation to make Loan Advances but the Lender may not require immediate payment in full until the end of the Deferral Period. The Lender may continue to add to the outstanding Principal Balance the amounts that accrue in accordance with Subsections 2.3.2, 2.3.4, 2.12.3, and 2.13.3. The Lender shall notify an identified Non-Borrowing Spouse that the Due and Payable status of the Loan is in a Deferral Period only for the amount of time that an identified Non-Borrowing Spouse continues to meet all requirements established by the Secretary and the property continues to be the principle residence of such a Non-Borrowing Spouse. Once the Deferral Period ends, the Loan is immediately due and payable. The Deferral Period is not available to any Ineligible Non-Borrowing Spouse. The Deferral Period will terminate or become unavailable to an Eligible Non-Borrowing Spouse at the time he or she becomes ineligible.

**4.3. Loan Advances by Secretary.** If the Security Instrument has been assigned to the Secretary or the Secretary notifies Lender and Borrower that Loan Advances are secured by the Second Security Instrument, Lender shall have no further obligation to make Loan Advances under this Loan Agreement, unless the Secretary accepts later reimbursement by the Lender for all Loan Advances made, earned or disbursed by the Secretary. The Secretary may establish procedures for handling requests for payments and changes in payment plans during the interval between Lender's notification

of intent to assign the Security Instrument to the Secretary and completion of the assignment. Borrower shall be informed of such procedures by Lender and/or the Secretary, and Borrower shall comply with such procedures.

**4.4. Lien Status Jeopardized.** Lender shall have no obligation to make further Loan Advances if the Lender or the Secretary determines that the lien status of the Security Instrument or the Second Security Instrument is jeopardized under State laws as described in Paragraph 13(a) of the Security Instrument or Second Security Instrument and the lien status is not extended in accordance with Paragraph 13(a) of the Security Instrument or Second Security Instrument.

**4.5. Bankruptcy.** Lender shall have no obligation to make further Loan Advances on or following the date that a petition for bankruptcy of Borrower is filed.

**4.6. Mandatory Loan Advances.** Notwithstanding anything in Sections 4.1. through 4.4., all Loan Advances under Sections 2.10 (property charges), 2.12 (interest), 2.13 (MIP, monthly charge, or Annual MIP Adjustment), 2.15 (protection of Property) or 2.3.4. (servicing fee) shall be considered mandatory Loan Advances by Lender.

**4.7. Prepayment in Full.** Lender shall not make Loan Advances if Borrower has paid the Note in full (or the Second Note, if the Secretary has assumed the Lender's rights and obligations under Article 5).

#### Article 5 - HUD Obligation

If the Lender has no further obligation to make payments to Borrower because of Section 4.3, the Secretary shall assume the rights and obligations of Lender under this Loan Agreement, except the Secretary shall not assume any obligation of paying flood, fire and other hazard insurance from Loan Advances. If the Secretary makes Loan Advances to Borrower under the Second Security Instrument, the portion of the Principal Limit available for Loan Advances shall be the difference between the current Principal Limit and the combined Principal Balances on the Security Instrument less accrued interest and the Second Security Instrument.

#### Article 6 - Miscellaneous

**6.1. Forbearance Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**6.2. Successors and Assigns Bounds; Joint and Several Liability; Cosigners.** The covenants and agreements of this Loan Agreement shall bind and benefit the successors and assigns of Lender. An assignment made in accordance with the regulations of the Secretary shall fully relieve the Lender of its obligations under this Loan Agreement. Borrower may not assign any rights or obligations under this Loan Agreement. Borrower's covenants and agreements shall be joint and several.

**6.3. Borrower Certifications.** Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the property remains the Borrower's principal residence and, if applicable, the principal residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis a Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the Borrower's annual certifications, required by this paragraph, must continue to be completed and provided to the Lender by the Non-Borrowing Spouse.

**6.4. Notices.** Any notice to Borrower provided for in this Loan Agreement shall be given by delivering



it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address shown in the Security Instrument or any other address all Borrowers jointly designate. Any notice to a Non-Borrowing Spouse shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address shown in the Security Instrument or any other address all Borrowers and Non-Borrowing Spouse, if applicable, jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to the Secretary shall be given by first class mail to the HUD National Servicing Center or any other place designated by the Secretary. Any notice provided for in this Loan Agreement shall be deemed to have been given to Borrower, Lender or the Secretary when given as provided in this Section.

**6.5. Governing Law; Severability.** This Loan Agreement shall be governed by Federal law and the law of the jurisdiction in which the Property is located. The Lender in this Loan Agreement must comply with the Fair Housing Act, 42 U.S.C. Sec. 3601 - 3619, which prohibits discrimination on the basis of race, color, religion, sex, handicap familial status, or national origin. In the event that any provision or clause of this Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Loan Agreement which can be given effect without the conflicting provision. To this end the provisions of this Loan Agreement are declared to be severable.

**6.6. Copies.** Lender, Borrower and the Secretary shall each receive one original executed copy of this Loan Agreement when signed by the Secretary.

**6.7. When Agreement Becomes Binding.** This Loan Agreement shall bind Lender and Borrower when both Lender and Borrower have signed. This Loan Agreement shall bind the Secretary only when the lender signs on behalf of the Secretary of Housing and Urban Development and a Mortgage Insurance Certificate is issued for the Security Instrument.

**6.8. Third Party Beneficiary.** Except as set forth in 4.2, and Article 5 and Section 4.3 for the Secretary, only for an Eligible Non-Borrowing Spouse in this Loan Agreement, this Loan Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

BY SIGNING BELOW the parties accept and agree to the terms contained in this Loan Agreement and the exhibits.

Tadeusz Kurdziel

(SEAL)

6/19/15

Date

Czesława Podgajna

(SEAL)

6/19/15

Date



American Advisors Group



By: Desiree Drew Funder

Title: \_\_\_\_\_

Secretary of Housing and Urban Development

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit 1**  
**Home Equity Conversion Mortgage**  
**Payment Plan**

Date of Payment Plan: 6/19/2015  
 FHA Case Number: [REDACTED]  
 Name of Lender: American Advisors Group  
 Name of Borrower(s): Tadeusz Kurdziel  
 Czesława Podgajna  
 Loan #: [REDACTED]  
 Birthdate(s): [REDACTED]

Was the Expected Average Mortgage Interest Rate locked?  Yes  No

Date used to determine the Index to calculate the Expected Average Mortgage Interest: [REDACTED] Initial Mortgage Interest (accrual) Rate: 3.541%  
 Expected Average Mortgage Interest Rate: 4.740% Margin: 2.750%

This HECM is an  open-end  closed-end credit plan. Under an open-end credit plan, you may re-pay and re-use loan proceeds.

**Available Loan Proceeds:**

1. Principal Limit		\$327,762.00
2. Servicing Fee Set Aside	\$0.00	
3. Initial MIP	15,637.50	
4. Closing Costs	6,313.65	
5. Discharge of Liens/HECM for Purchase Price	\$284,968.29	
6. Repair Set Aside	\$0.00	
7. Property Charges Paid at Closing or in First 12 Months	\$0.00	
8. Mandatory Obligations		\$306,919.44
9. Mandatory Obligations plus 10% of Principal Limit (not to exceed the Principal Limit)		\$327,762.00
10. 60% of Principal Limit		\$196,657.20
11. Maximum Possible Initial Disbursement Limit (Enter the Greater of Line 9 or Line 10)		\$327,762.00

**Borrower's Payment Options and Elections:**

12. If Line 11 is greater than Line 10, Borrower may elect to limit Initial Disbursement Limit to 60% of the Principal Limit (the amount noted in Line 10 above) which may reduce the amount of funds available during the First 12 Months of the Loan and/or require Borrower to bring Cash to Close, but may also provide Borrower with substantially reduced Initial MIP cost (see footnote 1). If Line 11 is greater than Line 10, Borrower elects to limit Initial Disbursement Limit to 60% of the Principal Limit:

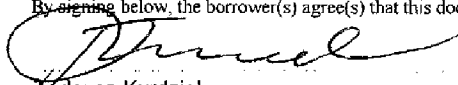
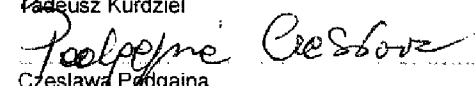
Yes  No

13. Borrower's requested Initial Disbursement Limit: 327,762.00  
 14. Cash To or From Borrower at Closing: \$20,842.56

15 Election of Payment Plan for Remaining Amount(s): (see footnote 2)

- A.  Single Disbursement Lump Sum Option  
(A fixed rate loan is only available with a Single Disbursement Lump Sum Option Payment Plan. If you elect a Single Disbursement Lump Sum Option Payment Plan, except for items as specified under section 2.2.7 of the Loan Agreement, no further Loan Advances may be made under your Loan in excess of the Amount shown Line 14 above.)
- B.  Monthly Payments (Tenure \_\_\_\_\_ Term \_\_\_\_\_) (see footnote 3)  
 Monthly Payments during First 12-Months of the Loan \$ \_\_\_\_\_  
 Monthly Payments after First 12-Months of the Loan \$ \_\_\_\_\_  
 Line of Credit During the First 12 Months of the Loan \$ \_\_\_\_\_  
 Additional Line of Credit After the First 12 Months of the Loan \$ \_\_\_\_\_
- C.  Monthly Payments (Tenure \_\_\_\_\_ Term \_\_\_\_\_) and Line of Credit  
 During the First 12 Months of the Loan:  
     Monthly Payments \$ \_\_\_\_\_ Line of Credit \$ \_\_\_\_\_  
 After the First 12 Months of the Loan:  
     Monthly Payments \$ \_\_\_\_\_ Additional Line of Credit \$ \_\_\_\_\_
- D.  Line of Credit  
 Line of Credit During the First 12 Months of the Loan \$ 0.00  
 Additional Line of Credit After the First 12 Months of the Loan \$ 0.00

By signing below, the borrower(s) agree(s) that this document accurately describes the principal features of the current payment plan

  
 Tadeusz Kurdziel  
  
 Czeslawa Prógajna

6/19/15  
 Date  
 6/19/15  
 Date

1 If available and you elect to receive greater than 60% of Principal Limit During the First 12 Months of the Loan, this will result in a higher Initial MIP (2.5% of the Maximum Claim Amount). Initial Disbursement Limits equal to 60% of Principal Limit during the First 12 Months of the Loan will result in a lower Initial MIP (0.5% of the Maximum Claim Amount).

Electing to receive 60% or less of Principal Limit during the First 12 Months of the Loan will limit the accessible and available Loan Proceeds to 60% of the Principal Limit during the First 12 Months of your Loan.

2 Unless you elect a Single Disbursement Lump Sum Option, subject to your Available Initial Disbursement Limit and the overall Principal Limit, you may elect to receive your Available Initial Disbursement Proceeds as a Lump Sum, Monthly Payments, Line of Credit, or a Combination of the above. After the First 12 Months of Your Loan, you may elect to receive your remaining Available Principal Limit, if any, as Monthly Payments, a Line of Credit, or a Combination thereof.

3 If you elect a Tenure based plan, you will receive equal monthly payments from the Lender for as long as you live in and continue to occupy the property as your principal residence. If you elect a Term based plan, you will receive equal monthly payments from the Lender for a fixed period of months as elected by you.



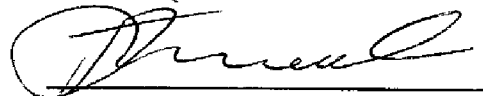
### Exhibit 2 Schedule of Closing Costs

FHA Case No. [Redacted]  
Loan No. [Redacted]

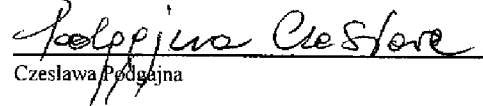
Charges Description	POC Amount	Estimated Amount
Settlement or closing fee		\$1,045.00
Mortgage Insurance Premium		\$15,637.50
Flood certification		\$12.00
Document preparation		\$125.00
HECM counseling fee	\$125.00	
Lender's title insurance		\$3,539.75
Credit report		\$20.90
Appraisal fee		\$725.00
Notary Fee		\$295.00
Recording charges mortgage		\$551.00
<b>Total Estimated Settlement Costs</b>		<b>\$22,076.15</b>

### Schedule of Liens/HECM for Purchase Disbursements to Seller

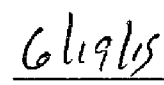
Lien Holder	Account #	Amount
EMIGRANT MORTGAGE	4895400	\$284,226.58
TAXES 1ST QTR		\$741.71

 (SEAL)

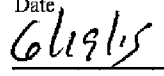
Tadeusz Kurdziel

 (SEAL)

Czesława Podgórska

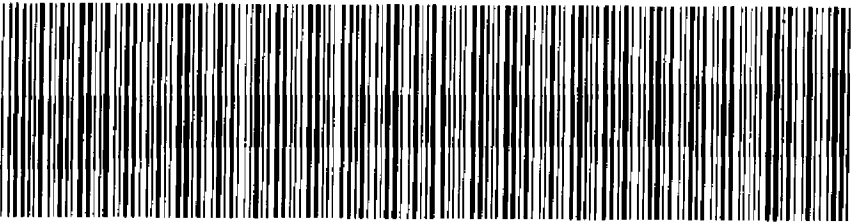



Date

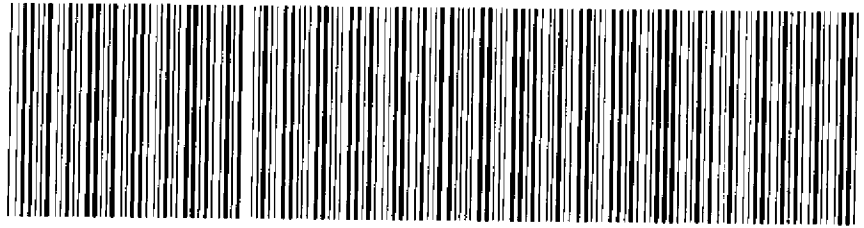


Date

# EXHIBIT "D"

<p><b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b></p> <p>This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.</p>		 <p style="font-size: 1.2em; font-weight: bold;">2021081000186001001EE308</p>		
RECORDING AND ENDORSEMENT COVER PAGE				
PAGE 1 OF 4				
<p><b>Document ID: 2021081000186001</b></p> <p>Document Type: ASSIGNMENT, MORTGAGE</p> <p>Document Page Count: 2</p>		<p>Document Date: 07-19-2021</p> <p>Preparation Date: 08-10-2021</p>		
<p><b>PRESENTER:</b></p> <p>CHARLES A BROWN AND ASSOC DBA DOCSOLUTION 2316 SOUTHMORE AVE. PASADENA, TX 77502</p>		<p><b>RETURN TO:</b></p> <p>CHARLES A BROWN AND ASSOC DBA DOCSOLUTION 2316 SOUTHMORE AVE. PASADENA, TX 77502</p>		
PROPERTY DATA				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit Address</b>	
BROOKLYN	2829	23	Entire Lot 137 KINGSLAND AVENUE	
<p style="text-align: center;"><b>Property Type: DWELLING ONLY - 1 FAMILY</b></p>				
CROSS REFERENCE DATA				
<p>CRFN: 2015000237277</p>				
PARTIES				
<p><b>ASSIGNOR/OLD LENDER:</b></p> <p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 1901 E VOORHEES ST STE C DANVILLE, IL 61834</p>		<p><b>ASSIGNEE/NEW LENDER:</b></p> <p>AMERICAN ADVISORS GROUP 3800 W CHAPMAN AVE, 3RD FLOOR ORANGE, CA 92868</p>		
<p><input checked="" type="checkbox"/> Additional Parties Listed on Continuation Page</p>				
FEES AND TAXES				
<b>Mortgage :</b>		<b>Filing Fee:</b>		
Mortgage Amount:	\$ 0.00		\$ 0.00	
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:		
Exemption:			\$ 0.00	
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:		
City (Additional):	\$ 0.00		\$ 0.00	
Spec (Additional):	\$ 0.00	<p style="text-align: center; font-weight: bold; font-size: 0.9em;">RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</p> <p>Recorded/Filed 08-13-2021 08:37 City Register File No.(CRFN): 2021000318148</p>  <p style="text-align: right; font-size: 1.2em; font-family: cursive;"><i>G. M. Hill</i></p> <p style="text-align: right; font-weight: bold; font-size: 0.9em;">City Register Official Signature</p>		
TASF:	\$ 0.00			
MTA:	\$ 0.00			
NYCTA:	\$ 0.00			
Additional MRT:	\$ 0.00			
<b>TOTAL:</b>	<b>\$ 0.00</b>			
Recording Fee:	\$ 47.00			
Affidavit Fee:	\$ 0.00			

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2021081000186001001CE188

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 4**

**Document ID: 2021081000186001**

Document Date: 07-19-2021

Preparation Date: 08-10-2021

Document Type: ASSIGNMENT, MORTGAGE

**PARTIES**

**ASSIGNOR/OLD LENDER:**

AMERICAN ADVISORS GROUP  
3800 W CHAPMAN AVE, 3RD FLOOR  
ORANGE, CA 92868



**Prepared By:**  
CELINK/LAUREN ALLWARD  
3900 Capital City Blvd  
Lansing, MI 48906  
**After Recording Return To:DOC SOLUTIONS**  
ATTN: REGINA MONTS / LORI LOWE  
2316 SOUTHMORE AVE  
PASADENA, TX 77502

**Charles A. Brown & Associates, P.L.L.C. d/b/a DocSolution, Inc. did not prepare a title search of the property encumbered by the security instrument described below. The preparer of this document makes no representation as to the status of the title, loan history, property use or zoning regulations concerning described property herein assigned, transferred or conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and/or their agent. No boundary survey was made at the time of this assignment, transfer or conveyance.**

Client Id: CelinKMI/AOL  
Loan #: [REDACTED]



**ASSIGNMENT OF MORTGAGE**

Min: [REDACTED] MERS Phone: 1-888-679-6377

FHA Case Number: [REDACTED]

**FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, whose address is MERS, P.O. Box 2026, Flint, MI 48501-2026 and whose physical address is 1901 E Voorhees St, Ste C, Danville, IL 61834, AS NOMINEE FOR AMERICAN ADVISORS GROUP, ITS SUCCESSORS AND ASSIGNS, whose address is 18200 Von Karman Ave., 10th Floor, Irvine, CA 92612, does hereby assign and transfer to AMERICAN ADVISORS GROUP, ITS SUCCESSORS AND ASSIGNS, forever without recourse whose address is 18200 Von Karman Ave., 10th Floor, Irvine, CA 92612, all its right, title and interest in and to the described Mortgage executed by TADEUSZ KURDZIEL AND CZESLAWA PODGAJNA, AS HUSBAND AND WIFE to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE AS NOMINEE FOR AMERICAN ADVISORS GROUP, ITS SUCCESSORS AND ASSIGNS for \$938,250.00, dated 6/19/2015 of record on 7/10/2015 at Document Number 2015000237277, in the KINGS County Clerk's Office, State of NEW YORK.**

Property Address: 137 KINGSLAND AVENUE, BROOKLYN, NEW YORK 11222  
S/B/L: BLOCK : 2829 LOT : 23

Executed this July 19, 2021

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE AS  
NOMINEE FOR AMERICAN ADVISORS GROUP, ITS SUCCESSORS AND ASSIGNS

Amy McCain  
By: AMY JO MCCAIN  
Title: ASSISTANT SECRETARY

STATE OF MICHIGAN  
COUNTY OF CLINTON

On 19 July 2021, before me, the undersigned, personally appeared AMY JO MCCAIN the ASSISTANT SECRETARY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Ransing, County of Clinton, State of Michigan.

Kristina M. Mireles  
Notary Public in and for the State of MICHIGAN  
Notary's Printed Name: Kristina M. Mireles  
My Commission Expires: 9-11-2021



For \$938,250.00 dated 6/19/2015



This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the Secondary Mortgage Market.

# EXHIBIT "E"

Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

4/15/2021

Tadeusz Kurdziel  
137 Kingsland Ave.  
Brooklyn NY 11222

**RE: Reverse Mortgage Servicing Loan No.:** [REDACTED]  
Property Address: 137 Kingsland Ave. Brooklyn NY 11222

### **Mortgage Due & Payable Notification**

Dear Tadeusz Kurdziel:

The reverse mortgage in the amount of \$462,963.12,<sup>1</sup> as calculated to the end of the current month, is technically in default due to failure to pay taxes and/or insurance on the principal residence.

If the default is related to occupancy, an occupancy certificate must be submitted within 45 days from the date of this letter in order to avoid your loan being referred to foreclosure, except when applicable laws or regulations require a delay in initiating the foreclosure proceedings. If applicable, we will initiate the foreclosure proceeding after any applicable legal or regulatory prohibitions end. If the default is a monetary default, the default must be resolved by any of the following methods, in accordance with applicable federal and/or investor guidelines:

- The total amount of taxes and/or insurance advanced on your behalf of \$462,963.12 must be repaid with wired or certified funds. This amount is an estimated payment amount, and it is subject to change. Please contact us to discuss your options regarding this amount in more detail.
  - The total amount owed must be paid-in-full within forty-five (45) days from the date of this letter with wired or certified funds.
  - If the debt is not paid-in-full, or the property is not sold within forty-five (45) days, we may be required to initiate foreclosure proceedings.
- Provide us with a deed-in-lieu of foreclosure.
- If you request, and if the proposed short sale meets HUD guidelines, a short sale for at least ninety-five percent (95%) of the property value.

If you wish to be considered for a loss mitigation option, please complete the enclosed loss mitigation application and provide all required documentation or information. The loss mitigation options that the Reverse Mortgage Servicing Department offers and a list of documents and information you must submit in order to be considered for the loss mitigation option are set forth below. Please transmit your completed application and supporting documentation to us via U.S. mail or fax to (888) 509-9493.

---

<sup>1</sup> This is not a payoff figure. Please contact our Reverse Mortgage Servicing Department to obtain an accurate payoff amount.

**This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge in bankruptcy, this communication is for informational purposes only and is not an attempt to collect a debt. If you are represented by an attorney, please provide this notice to your attorney.**

**We use third-party providers to perform certain services. We remain responsible for all actions taken by such third-party providers with respect to such services.**

**LOSS MITIGATION OPTIONS AND REQUIRED INFORMATION AND DOCUMENTS**

The following lists the loss mitigation options that are generally available depending upon the circumstances and the nature of the default and sets forth the documents and/or information required to qualify for and receive such loss mitigation options. Please see the application and appendices attached to the application for the information and documents that must be returned with your application. Please review this information carefully.

**SHORT SALE**

- Access to the property for a complete interior appraisal that will be conducted by an appraiser approved by HUD. The appraisal will be ordered by the Reverse Mortgage Servicing Department.
- Purchase contract
- At least thirty (30) days prior to the proposed closing date, documentation reflecting any delinquent taxes or homeownership association dues that are owed on the property
- At least thirty (30) days prior to the proposed closing date, proposed HUD-1 form
- At least thirty (30) days prior to the proposed closing date, names and locations of all parties associated with the closing of the transaction
  - Examples of potential parties associated with the closing are Buyer's Attorney, Buyer's Agent, Seller's Attorney, Seller's Agent, Title and Escrow Companies
- Proof of status as a successor-in-interest, if applicable

**DEED IN LIEU OF FORECLOSURE**

The following documents are needed, as applicable to your situation:

- Trust Documents (recorded by the county clerk, if applicable)
- Court Appointment Documents (e.g., Letter of Administration)
- Last Will and Testament (notarized copy)
- Evidence that a probate action has been filed
- Death Certificate
- Divorce Decree
- Approved Power of Attorney
- Deed-in-Lieu of Foreclosure Request Letter signed by all applicable parties (e.g., Borrower, Successor in Interest, Power of Attorney, Legal Guardian or Remainderman)

**MORTGAGEE OPTIONAL ELECTION**

- Death Certificate
- Marriage Certificate
- Signed Occupancy Certificate
- Signed and complete Mortgagee Optional Election Non-Borrower Spouse Certificate
- Signed and complete Homeowners Association ("HOA") Information Sheet (if applicable)
- Proof of HOA fees paid to date (if applicable)
- Proof of Homeowners Insurance
- Proof of Property Taxes paid to date
- Default balance must be paid in full
- Signed and completed Tolling Agreement
- If there is a title issue noted, you must provide proof of judgment or lien being satisfied

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Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

**REINSTATEMENT – NON-OCCUPANCY**

- Signed, current occupancy certification

**REINSTATEMENT – TITLE TRANSFER**

- Evidence (e.g., recorded deed) that legal title to the property has been placed in the name of at least one living borrower

**REINSTATEMENT – DELINQUENCY PROPERTY CHARGE**

- Taxes, insurance, or HOA dues default amount balance paid in full in certified or wired funds

**REPAYMENT PLAN**

- Completed budget form with all income and expenses listed, including hardship statement and acknowledgment
- Signed repayment plan agreement (if approved)

**AT RISK EXTENSION**

The following documents are needed, as applicable to your situation:

- Completed Risk Extension Affidavit
- Evidence of denial of, or inability to comply with, a Repayment Plan
- A Letter of Explanation of the hardship risk, including evidence of any facts set forth in the Letter of Explanation. Hardship circumstances must be for one of the reasons below:
  - A terminal illness
  - A long-term physical disability
  - Family member with a terminal illness receiving care at the property address
  - Other – with detailed explanation
- Attestation that the youngest living borrower is at least 80 years of age
- Consent to the Reverse Mortgage Servicing Department disclosing and sharing your information and information about any foreclosure alternative that you apply for or receive with any owner, investor, guarantor (including HUD) or servicer of your loan or any subordinate lien holder (if applicable), along with their agents or authorized representatives (authorized parties)
- Consent to being contacted concerning your request for assistance at any telephone number, mobile telephone number, address, or email address that you have provided to the Reverse Mortgage Servicing Department.

**ADDITIONAL INFORMATION**

Housing counseling services, are available to you, and information for such services can be obtained by contacting the New York State Department of Financial Services Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). **Enclosed with this letter is a list of HUD-approved counselors.**

**If you fail to cure this default within forty-five (45) days from receipt of this letter, we may be required to initiate foreclosure proceedings.**

Once the foreclosure action begins you can still pay all monies due and payable at that time, including attorneys' fees, and have the foreclosure process discontinued.

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Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

Please note that if the reverse mortgage loan had available funds in a Tax & Insurance Set Aside or Lifetime Expectancy Set Aside to pay for property taxes and/or insurance, those funds are no longer available because of the due and payable status on the loan. You are responsible for paying for any future tax and insurance obligations on the property from this point forward.

We realize these are very difficult times and are willing to work with you. It is therefore essential that you contact us immediately to discuss these important matters. You may reach your single point of contact by phone at (866) 446-0026, by U.S. mail at P.O. Box 40724, Lansing, MI 48901, or by fax at (888) 509-9493. Your single point of contact is available between 8:00 A.M. and 5:00 P.M. EST, Monday-Friday.

Sincerely,

Reverse Mortgage Servicing Department

**You are eligible to receive free counseling from a HUD-approved counselor, who can help you review your financial situation and work with your loan servicer to address your loan default.**

The counseling agencies listed below will be able to refer you to resources that might assist you in balancing your budget and retaining your home:

- National Foundation for Debt Management (866) 395-5769
- ClearPoint Credit Solutions (888) 395-2664
- Greenpath (888) 860-4167
- Money Management International (866) 765-3328
- National Foundation for Credit Counseling (866) 363-2227
- NeighborWorks America (888) 990-4326

If you have difficulty reaching one of the HUD-approved housing counseling agencies listed above, you may contact HUD's Housing Counseling Locator Service at (800) 569-4287 or search online at [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor).

The HUD Housing Counseling Locator Service center handles all types of mortgages. Therefore, you should ask to speak with a "HECM Program Specialist". You will be provided with information about a HUD-approved housing counseling agency that can work with you to address your concerns and assist you with your financial situation.

**WARNING: In the midst of the current economic turmoil and foreclosure crisis, distressed homeowners are often targets for unscrupulous and sometimes criminal third-party scammers, con-artists, and thieves. If you are contacted by anyone who is not your reverse mortgage servicer or lender, offering to work on your behalf for a fee or claiming you qualify for a loan modification, you should contact:**

1. The U.S. Department of Housing and Urban Development Office of the Inspector General Hotline  
Toll-Free Hotline: (800) 347-3735  
Fax: (202) 708-4829  
Email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)  
Address: HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

**Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX**

2. **The Federal Trade Commission**  
Toll-Free Helpline: 1-877-FTC-HELP (1-877-382-4357)  
TTY: 1-866-653-4261
  
3. **The Federal Bureau of Investigation**  
Phone: 1-800-CALL FBI (225-5324)





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Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

Re: Account No.: [REDACTED]

Dear Tadeusz Kurdziel:

Celink, as sub-servicer, currently services your loan on behalf of AAG, your mortgage loan servicer, and we are sending you this important notice as required by law.

As of the date of this letter, you owe a balance of \$462,963.12. Please note that this balance includes your principal balance plus accrued interest, amounts advanced by the lender on your behalf, such as to pay taxes or insurance, and any other amounts you owe the lender as of the date of this letter.

Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be different from the amount above. Please also note that this is not a payoff statement. A payoff statement might include other charges or additional third-party costs that have been incurred but not yet paid and future costs that may be necessary. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you. For more information, please call 866-654-0020, or submit a written request for a payoff statement via email to [payoff@reversedept.com](mailto:payoff@reversedept.com), or via fax to 844-629-2743.

- Unless, within thirty days after receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid.
- If, within thirty days after your receipt of this notice, you notify us in writing that the debt or any portion thereof is disputed, we will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of any such judgment, and we will mail to you a copy of such verification or judgment.
- If you request the name and address of the original creditor, then upon your written request within thirty days after the receipt of this notice we will provide you with the name and address of the original creditor.

If you dispute the debt in writing or if you request proof of the debt or the name and address of the original creditor within the thirty day time period that begins upon receipt of this notice, the law requires us to stop our collection efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

If you wish to dispute the validity of the debt or obtain the name and address of the original creditor you must make such request in writing and send it to:

Reverse Mortgage Servicing Department  
P O Box 40719  
Lansing, MI 48901

Page 7

Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

The Federal Fair Debt Collection Practices Act requires that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

If you have questions or need further information, please contact the Borrower Care team toll-free at 866-654-0020, Monday-Thursday, 8:00 a.m. to 8:00 p.m. Eastern Time and Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Borrower Care team members who speak English or Spanish can be reached at this number.

Please note that we have established a relationship with a third-party interpreter service, Language Line Services (LLS). LLS is an over-the-phone interpretation service that assists customers who request a translation of any communication in a language other than English. Call us at 866-654-0020 and we will connect an LLS agent to translate the call. Additionally, for New York City borrowers, a translation and description of commonly-used debt collection terms is available in multiple languages on the NYC Department of Consumer Affairs website: [www.nyc.gov/dca](http://www.nyc.gov/dca).

Sincerely,

Celink, on behalf of **AAG**

*FDCPA DV Rev. 0806202*

**IMPORTANT DISCLOSURES**

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge in bankruptcy, this communication is for informational purposes only and is not an attempt to collect a debt. If you are represented by an attorney, please provide this notice to your attorney.

We use third-party providers to perform certain services. We remain responsible for all actions taken by such third-party providers with respect to such services.

**Notice of Error and Request for Information**

Federal law gives customers the right to notify us of an error regarding the servicing of their loan or to request information regarding their loan. If you wish to provide a notice of error or a request for information, you must write to us at the following address: PO Box 40719, Lansing, MI 48901. The letter must provide the customer's name, loan number and description of the error or detailed list of the information being requested.

**If your property is located in the State of Texas:**

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above by telephone listed above or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

**If your property is located in the State of New York:**

Your servicer is either a registered servicer or exempt servicer registered with the Superintendent of the New York State Department of Financial Services. For further information or to make a complaint regarding your servicer you may contact the New York State Department of Financial Services Consumer Assistance Unit at (800) 342-3736 or by visiting [www.dfs.ny.gov](http://www.dfs.ny.gov).

**If your property is located in the State of Arkansas:**

Your servicer is licensed in Arkansas and complaints about your servicer may be submitted to the Arkansas Securities Department via the Department's website (<http://www.securities.arkansas.gov/>) or toll-free at (800) 981-4429.

**If your property is located in the State of Oregon:**

Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfr.oregon.gov>.

**If your property is located in the State of Hawaii:**

Your servicer is a licensed mortgage servicer in Hawaii. Complaints may be submitted to the Hawaii Department of Financial Institutions at P.O. Box 2054, Honolulu, Hawaii 96805 or [dfi@dcca.hawaii.gov](mailto:dfi@dcca.hawaii.gov). A complaint form and instructions regarding how to file a complaint are available at <http://cca.hawaii.gov/dfi/file-a-complaint/>.



Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

4/15/2021

Czeslawa Podgajna  
137 Kingsland Ave.  
Brooklyn NY 11222

RE: Reverse Mortgage Servicing Loan No.: [REDACTED]  
Property Address: 137 Kingsland Ave. Brooklyn NY 11222

### Mortgage Due & Payable Notification

Dear Czeslawa Podgajna:

The reverse mortgage in the amount of \$462,963.12,<sup>1</sup> as calculated to the end of the current month, is technically in default due to failure to pay taxes and/or insurance on the principal residence.

If the default is related to occupancy, an occupancy certificate must be submitted within 45 days from the date of this letter in order to avoid your loan being referred to foreclosure, except when applicable laws or regulations require a delay in initiating the foreclosure proceedings. If applicable, we will initiate the foreclosure proceeding after any applicable legal or regulatory prohibitions end. If the default is a monetary default, the default must be resolved by any of the following methods, in accordance with applicable federal and/or investor guidelines:

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**LOSS MITIGATION OPTIONS AND REQUIRED INFORMATION AND DOCUMENTS**

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**SHORT SALE**

- Access to the property for a complete interior appraisal that will be conducted by an appraiser approved by HUD. The appraisal will be ordered by the Reverse Mortgage Servicing Department.
- Purchase contract
- At least thirty (30) days prior to the proposed closing date, documentation reflecting any delinquent taxes or homeownership association dues that are owed on the property
- At least thirty (30) days prior to the proposed closing date, proposed HUD-1 form
- At least thirty (30) days prior to the proposed closing date, names and locations of all parties associated with the closing of the transaction
  - Examples of potential parties associated with the closing are Buyer's Attorney, Buyer's Agent, Seller's Attorney, Seller's Agent, Title and Escrow Companies
- Proof of status as a successor-in-interest, if applicable

**DEED IN LIEU OF FORECLOSURE**

The following documents are needed, as applicable to your situation:

- Trust Documents (recorded by the county clerk, if applicable)
- Court Appointment Documents (e.g., Letter of Administration)
- Last Will and Testament (notarized copy)
- Evidence that a probate action has been filed
- Death Certificate
- Divorce Decree
- Approved Power of Attorney
- Deed-in-Lieu of Foreclosure Request Letter signed by all applicable parties (e.g., Borrower, Successor in Interest, Power of Attorney, Legal Guardian or Remainderman)

**MORTGAGEE OPTIONAL ELECTION**

- Death Certificate
- Marriage Certificate
- Signed Occupancy Certificate
- Signed and complete Mortgagee Optional Election Non-Borrower Spouse Certificate
- Signed and complete Homeowners Association ("HOA") Information Sheet (if applicable)
- Proof of HOA fees paid to date (if applicable)
- Proof of Homeowners Insurance
- Proof of Property Taxes paid to date
- Default balance must be paid in full
- Signed and completed Tolling Agreement
- If there is a title issue noted, you must provide proof of judgment or lien being satisfied

**REINSTATEMENT – NON-OCCUPANCY**

- Signed, current occupancy certification

**REINSTATEMENT – TITLE TRANSFER**

- Evidence (e.g., recorded deed) that legal title to the property has been placed in the name of at least one living borrower

**REINSTATEMENT – DELINQUENCY PROPERTY CHARGE**

- Taxes, insurance, or HOA dues default amount balance paid in full in certified or wired funds

**REPAYMENT PLAN**

- Completed budget form with all income and expenses listed, including hardship statement and acknowledgment
- Signed repayment plan agreement (if approved)

**AT RISK EXTENSION**

The following documents are needed, as applicable to your situation:

- Completed Risk Extension Affidavit
- Evidence of denial of, or inability to comply with, a Repayment Plan
- A Letter of Explanation of the hardship risk, including evidence of any facts set forth in the Letter of Explanation. Hardship circumstances must be for one of the reasons below:
  - A terminal illness
  - A long-term physical disability
  - Family member with a terminal illness receiving care at the property address
  - Other – with detailed explanation
- Attestation that the youngest living borrower is at least 80 years of age
- Consent to the Reverse Mortgage Servicing Department disclosing and sharing your information and information about any foreclosure alternative that you apply for or receive with any owner, investor, guarantor (including HUD) or servicer of your loan or any subordinate lien holder (if applicable), along with their agents or authorized representatives (authorized parties)
- Consent to being contacted concerning your request for assistance at any telephone number, mobile telephone number, address, or email address that you have provided to the Reverse Mortgage Servicing Department.

**ADDITIONAL INFORMATION**

Housing counseling services, are available to you, and information for such services can be obtained by contacting the New York State Department of Financial Services Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). **Enclosed with this letter is a list of HUD-approved counselors.**

**If you fail to cure this default within forty-five (45) days from receipt of this letter, we may be required to initiate foreclosure proceedings.**

Once the foreclosure action begins you can still pay all monies due and payable at that time, including attorneys' fees, and have the foreclosure process discontinued.

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Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

Please note that if the reverse mortgage loan had available funds in a Tax & Insurance Set Aside or Lifetime Expectancy Set Aside to pay for property taxes and/or insurance, those funds are no longer available because of the due and payable status on the loan. You are responsible for paying for any future tax and insurance obligations on the property from this point forward.

We realize these are very difficult times and are willing to work with you. It is therefore essential that you contact us immediately to discuss these important matters. You may reach your single point of contact by phone at (866) 446-0026, by U.S. mail at P.O. Box 40724, Lansing, MI 48901, or by fax at (888) 509-9493. Your single point of contact is available between 8:00 A.M. and 5:00 P.M. EST, Monday-Friday.

Sincerely,

Reverse Mortgage Servicing Department

**You are eligible to receive free counseling from a HUD-approved counselor, who can help you review your financial situation and work with your loan servicer to address your loan default.**

The counseling agencies listed below will be able to refer you to resources that might assist you in balancing your budget and retaining your home:

- National Foundation for Debt Management (866) 395-5769
- ClearPoint Credit Solutions (888) 395-2664
- Greenpath (888) 860-4167
- Money Management International (866) 765-3328
- National Foundation for Credit Counseling (866) 363-2227
- NeighborWorks America (888) 990-4326

If you have difficulty reaching one of the HUD-approved housing counseling agencies listed above, you may contact HUD's Housing Counseling Locator Service at (800) 569-4287 or search online at [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor).

The HUD Housing Counseling Locator Service center handles all types of mortgages. Therefore, you should ask to speak with a "HECM Program Specialist". You will be provided with information about a HUD-approved housing counseling agency that can work with you to address your concerns and assist you with your financial situation.

**WARNING: In the midst of the current economic turmoil and foreclosure crisis, distressed homeowners are often targets for unscrupulous and sometimes criminal third-party scammers, con-artists, and thieves. If you are contacted by anyone who is not your reverse mortgage servicer or lender, offering to work on your behalf for a fee or claiming you qualify for a loan modification, you should contact:**

1. The U.S. Department of Housing and Urban Development Office of the Inspector General Hotline  
Toll-Free Hotline: (800) 347-3735  
Fax: (202) 708-4829  
Email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)  
Address: HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

**Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX**

2. **The Federal Trade Commission**  
Toll-Free Helpline: 1-877-FTC-HELP (1-877-382-4357)  
TTY: 1-866-653-4261
  
3. **The Federal Bureau of Investigation**  
Phone: 1-800-CALL FBI (225-5324)





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Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

Re: Account No.: [REDACTED]

Dear Czeslawa Podgajna:

Celink, as sub-servicer, currently services your loan on behalf of AAG, your mortgage loan servicer, and we are sending you this important notice as required by law.

As of the date of this letter, you owe a balance of \$462,963.12. Please note that this balance includes your principal balance plus accrued interest, amounts advanced by the lender on your behalf, such as to pay taxes or insurance, and any other amounts you owe the lender as of the date of this letter.

Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be different from the amount above. Please also note that this is not a payoff statement. A payoff statement might include other charges or additional third-party costs that have been incurred but not yet paid and future costs that may be necessary. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you. For more information, please call 866-654-0020, or submit a written request for a payoff statement via email to [payoff@reversedept.com](mailto:payoff@reversedept.com), or via fax to 844-629-2743.

- Unless, within thirty days after receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid.
- If, within thirty days after your receipt of this notice, you notify us in writing that the debt or any portion thereof is disputed, we will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of any such judgment, and we will mail to you a copy of such verification or judgment.
- If you request the name and address of the original creditor, then upon your written request within thirty days after the receipt of this notice we will provide you with the name and address of the original creditor.

If you dispute the debt in writing or if you request proof of the debt or the name and address of the original creditor within the thirty day time period that begins upon receipt of this notice, the law requires us to stop our collection efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

If you wish to dispute the validity of the debt or obtain the name and address of the original creditor you must make such request in writing and send it to:

Reverse Mortgage Servicing Department  
P O Box 40719  
Lansing, MI 48901

Page 7

Reverse Mortgage Servicing Department  
P.O. Box 40724 Lansing, MI 48901  
(866) 446-0026 Office (888) 509-9493 FAX

The Federal Fair Debt Collection Practices Act requires that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

If you have questions or need further information, please contact the Borrower Care team toll-free at 866-654-0020, Monday-Thursday, 8:00 a.m. to 8:00 p.m. Eastern Time and Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Borrower Care team members who speak English or Spanish can be reached at this number.

Please note that we have established a relationship with a third-party interpreter service, Language Line Services (LLS). LLS is an over-the-phone interpretation service that assists customers who request a translation of any communication in a language other than English. Call us at 866-654-0020 and we will connect an LLS agent to translate the call. Additionally, for New York City borrowers, a translation and description of commonly-used debt collection terms is available in multiple languages on the NYC Department of Consumer Affairs website: [www.nyc.gov/dca](http://www.nyc.gov/dca).

Sincerely,

Celink, on behalf of **AAG**

*FDCPA DV Rev. 0806202*

**IMPORTANT DISCLOSURES**

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge in bankruptcy, this communication is for informational purposes only and is not an attempt to collect a debt. If you are represented by an attorney, please provide this notice to your attorney.

We use third-party providers to perform certain services. We remain responsible for all actions taken by such third-party providers with respect to such services.

**Notice of Error and Request for Information**

Federal law gives customers the right to notify us of an error regarding the servicing of their loan or to request information regarding their loan. If you wish to provide a notice of error or a request for information, you must write to us at the following address: PO Box 40719, Lansing, MI 48901. The letter must provide the customer's name, loan number and description of the error or detailed list of the information being requested.

**If your property is located in the State of Texas:**

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above by telephone listed above or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

**If your property is located in the State of New York:**

Your servicer is either a registered servicer or exempt servicer registered with the Superintendent of the New York State Department of Financial Services. For further information or to make a complaint regarding your servicer you may contact the New York State Department of Financial Services Consumer Assistance Unit at (800) 342-3736 or by visiting [www.dfs.ny.gov](http://www.dfs.ny.gov).

**If your property is located in the State of Arkansas:**

Your servicer is licensed in Arkansas and complaints about your servicer may be submitted to the Arkansas Securities Department via the Department's website (<http://www.securities.arkansas.gov/>) or toll-free at (800) 981-4429.

**If your property is located in the State of Oregon:**

Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfr.oregon.gov>.

**If your property is located in the State of Hawaii:**

Your servicer is a licensed mortgage servicer in Hawaii. Complaints may be submitted to the Hawaii Department of Financial Institutions at P.O. Box 2054, Honolulu, Hawaii 96805 or [dfi@dcca.hawaii.gov](mailto:dfi@dcca.hawaii.gov). A complaint form and instructions regarding how to file a complaint are available at <http://cca.hawaii.gov/dfi/file-a-complaint/>.



# EXHIBIT "F"



**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 : Celink  
Address : 3900 Capital City Blvd, , Lansing, MI, 48906,

**Filing Information:**

Tracking Number : NYS5480647  
Mailing Date Step 1 : 14-SEP-21 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 15-SEP-21 11.10.07.000 AM  
Filing Date Step 1 Orig : 15-SEP-21 11.08.58.000 AM  
Filing Date Step 2 :  
Filing Date Step 3 :  
Owner Occupd at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 137 Kingsland Avenue, , Brooklyn, Kings, NY, 11222,

Date of Original Loan : 19-JUN-15 12.00.00.000 AM  
Amt of Original Loan : 938250  
Loan Number Step 1 : XXXXXXXXXX  
Loan Number Step 2 :  
Loan Reset Frequency : Annual  
Loan Type : 1st Lien  
Type of Reverse Mortgage : HECM  
HUD Approval Status : Approval Not Required  
Loan Details : Adjustable Rate  
Loan Term : 30 Year  
Loan Modification : No  
Days Delinquent : Other  
Borrower's Name : Tadeusz Kurdziel  
Address : 137 Kingsland Avenue, Brooklyn, NY 11222

Borrower's Phone No : 1234567890  
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

**AFFIDAVIT OF SERVICE**

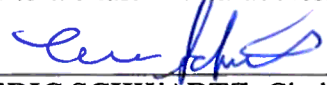
**MORTGAGED PREMISES:**

38 Manor Court  
Hempstead, New York 11550

I, **ERIC SCHWARTZ**, being duly sworn, deposes and says:

I am not a party to the action, am over 18 years of age, and reside in Broward County, Florida.

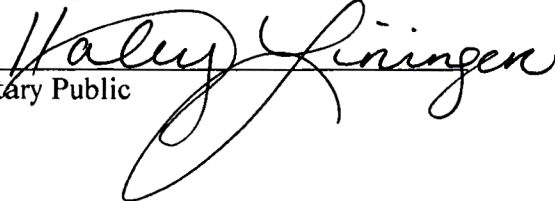
On September 14, 2021, I served a copy of the COVID Hardship Declaration, relative to the above matter in a sealed envelope, with postage prepaid thereon, in a post office or depository of the United States Postal Service within the State of Florida, addressed to the last known address of the individuals as indicated below.



**ERIC SCHWARTZ**, Clerk

Sworn to before me this 14 day of September, 2021.

Personally known.

  
Notary Public



**COPIES TO:**

TADEUSZ KURDZIEL  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

CZESLAWA PODGAJNA  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

**AFFIDAVIT OF MAILING OF 90-DAY NOTICE PURSUANT TO RPAPL § 1304**


STATE OF FLORIDA)  
                                  )  
COUNTY OF BROWARD)                   ss.:

**ERIC SCHWARTZ**, being duly sworn, deposes and says:

I am employed as a Clerk at Greenspoon Marder LLP,  
with offices located at 100 W Cypress Creek Road, Suite 700, Fort Lauderdale, FL 33309.

On September 14, 2021, I mailed, by both first class and certified mail, in separate envelopes,  
and including no other notice or correspondence, the 90-Day notice attached hereto as  
Exhibit "A" to **Tadeusz Kurdziel at 137 Kingsland Avenue, Brooklyn, NY 11222**. Annexed  
hereto as Exhibit "B" is a true and accurate copy of the U.S. Post Office Certified Mailing  
Receipt and Proof of Tracking.

Dated: 9-14-21

  
\_\_\_\_\_  
Signature

Eric Schwartz  
\_\_\_\_\_  
Print Name

Clerk  
\_\_\_\_\_  
Title

**[Acknowledgements on Following Page.]**

State of Florida  
County of Broward

Subscribed and sworn (or affirmed) before me on this 14 day of September, 2021, by **ERIC SCHWARTZ**, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: *Haley Lininger* (Seal)



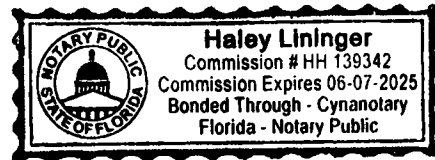
UNIFORM ALL PURPOSE CERTIFICATE OF ACKNOWLEDGMENT  
(Outside of New York State)

State of Florida  
County of Broward

On the 14 day of September in the year of 2021 before me, the undersigned, personally appeared **ERIC SCHWARTZ**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in Fort Lauderdale, Florida. (Insert the city or other political subdivision and the state or county or other place the acknowledgment was taken)

*Haley Lininger*  
Notary's Official Signature

06/07/2025  
Commission Expiration





# GreenspoonMarder<sup>LLP</sup>

Enclosed herein is State of New York, Unified Court System Notice to Mortgager and Mortgagor's Declaration of COVID-19 Related Hardship. If the attached is executed, a foreclosure will not proceed or be initiated until at least January 15, 2022.

Please review the enclosed documentation and, if applicable, please complete the pertinent documentation and return it to our firm at:

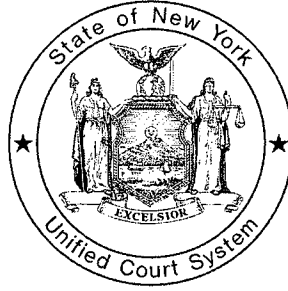
Attention Foreclosures - 590 Madison Avenue, Suite 1800, New York NY 10022. You may also reach our office at 1-212-524-5000 and or via electronic delivery to [allresidentialforeclosure@gmlaw.com](mailto:allresidentialforeclosure@gmlaw.com).



## NOTICE TO MORTGAGOR:

If you have lost income or had increased costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you may be protected from foreclosure until at least January 15, 2022. If a foreclosure action is filed against you and you provide this form to the landlord or the court, the action will be postponed until January 15, 2022 unless the plaintiff moves to challenge your declaration of hardship. If the court finds your hardship declaration valid, the foreclosure action will be postponed until after January 15, 2022. While the eviction proceeding is postponed, you may remain in possession.

If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing ~~address and e-mail address to which you can return this form.~~ If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe. Financial assistance may be available to you, even if you have not qualified for assistance in the past. You should contact your local housing assistance office or the Office of Temporary and Disability Assistance (OTDA) for application information.



Index Number (if known/applicable): \_\_\_\_\_

County and Court (if known/applicable): \_\_\_\_\_

**NOTICE TO MORTGAGOR:**

If you have lost income or had increased costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you cannot be foreclosed on until at least August 31, 2021. If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe.

**MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP**

I am the mortgagor of the property at (address of dwelling unit):

\_\_\_\_\_

Including my primary residence, I own, whether directly or indirectly, ten or fewer residential dwelling units. I am experiencing financial hardship, and I am unable to pay my mortgage in full because of one or more of the following:

1. Significant loss of household income during the COVID-19 pandemic.
2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.

- 3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.
- 4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.
- 5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.
- 6. One or more of my tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

I understand that I must comply with all other lawful terms under my mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid my mortgage in full as required by my mortgage agreement may still be charged or collected and may result in a monetary judgment against me. I also understand that my mortgage lender or other foreclosing party may pursue a foreclosure action against me on or after August 31, 2021, if I do not fully repay any missed or partial payments and lawful fees.

Signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date signed: \_\_\_\_\_

**NOTICE:** You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false.

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 01/26/2022

Greenspoon Marder, LLP  
00 W. Cypress Creek, Suite 700  
Fort Lauderdale, Florida 33309

ZIP 33309 \$002.16<sup>0</sup>  
02 4M  
0000350578 SEP 14 2021

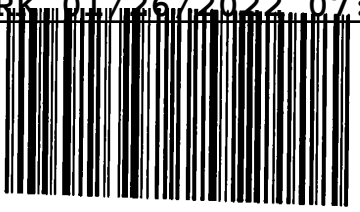


48623.0903  
TADEUSZ KURDZIEL  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

48623.0903  
NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 01/26/2022

GREENSPOON MARDER LLP  
100 W Cypress Creek Road  
Suite 700  
Fort Lauderdale, FL 33309



9314 7699 0430 0086 5329 28

RETURN RECEIPT REQUESTED



48623.0903  
TADEUSZ KURDZIEL  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

**YOU COULD LOSE YOUR HOME TO FORECLOSURE.  
PLEASE READ THE FOLLOWING NOTICE CAREFULLY.**

**SEPTEMBER 14, 2021**

**PROPERTY ADDRESS: 137 KINGSLAND AVENUE  
BROOKLYN, NEW YORK 11222**

**LOAN NUMBER:** [REDACTED]

**TADEUSZ KURDZIEL  
137 KINGSLAND AVENUE  
BROOKLYN, NEW YORK 11222**

**Certified Article Number**  
9314 7699 0430 0086 5329 28  
**SENDER'S RECORD**

Dear Borrower(s):

AMERICAN ADVISORS GROUP, the owner and holder of your mortgage loan, and in accordance with the referenced Deed of Trust/Mortgage and applicable state laws, provides you with formal notice of the following:

**YOU MAY BE AT RISK OF FORECLOSURE  
PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of SEPTEMBER 14, 2021, we as your lender or servicer claim that your reverse mortgage loan is 174 days in default. Under New York State Law, we are required to send you this notice to inform you that you may be at risk of losing your home.

We, the lender or servicer of your loan, are claiming that your reverse mortgage loan is in default because you have not complied with the following conditions of your loan:

- You are not occupying your home as your principal residence
- You did not submit the required annual certificate of occupancy
- The named borrower on the reverse mortgage has died
- You did not pay property taxes. AMERICAN ADVISORS GROUP paid your property taxes for the following time periods:

\$4,320.71 paid on 02/22/2021

\$2,729.45 paid on 02/22/2021

\_\_\_\_\_ You did not maintain homeowner's insurance. AMERICAN ADVISORS GROUP purchased homeowner's insurance for you on the following date(s) and for the following cost(s):

\_\_\_\_\_ You did not pay water/sewer charges. AMERICAN ADVISORS GROUP paid water/sewer charges for you on the following date(s) and for the following cost(s):

\_\_\_\_\_ You did not make required repairs to your home

If the claim is based on your failure to pay property or water and sewer charges or maintain homeowner's insurance, you can cure this default by making the payment of \$7,050.16 for the advancements we made towards these payments on your behalf.

You have the right to dispute the claims listed above by contacting us, by calling 866-466-0026 or sending a letter to AMERICAN ADVISORS GROUP, 3900 Capital City Blvd., Lansing, MI 48906. This may include proof of payments made for property taxes or water and sewer charges or a current declaration page from your insurance company, or any other proof to dispute the servicer's claim.

If you are in default for failure to pay property charges (property taxes, homeowner's insurance and/or water/sewer charges) you may qualify for a grant, loan, or re-payment plan to cure the default balance owed.

If you are in default due to the death of your spouse, you may be considered an eligible "Non-Borrowing Spouse" under a HUD program which allows you to remain in your home for the rest of your life.

If you are over the age of 80 and have a long-term illness, you may also qualify for the "At-Risk Extension," which allows you to remain in your home for one additional year and requires an annual re-certification.



Attached to this notice is a list of government-approved housing counseling agencies and legal services in your area which provide free counseling. You can also call the New York State Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com>. A statewide listing by county is also available at:

[http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). You may also call your local Department of Aging for a referral or call 311 if you live in New York City.

Qualified free help is available; watch out for companies or people who charge a fee for these services.

You may also contact us directly at (866) 446-0026 and ask to discuss all possible options to allow you to cure your default and prevent the foreclosure of your home. While we cannot ensure that a 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.

If you have not taken any actions to resolve this matter 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 877-226-5697 or visit the Department's website at <http://www.dfs.ny.gov>.

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

## New York State Non-Profit Housing Counseling Agencies Providing Services to Homeowners in Default and Foreclosure - Statewide Listing by County

Compiled by the Empire Justice Center (Updated May 7, 2018)

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
<b>Albany</b>	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP  Also serves surrounding areas
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP  Also serves surrounding areas
	United Tenants of Albany	255 Orange St., Albany, NY 12210	518-436-8997	HOPP  For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP  Spanish speaking staff available
<b>Allegany</b>	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Neighborhood Housing Services of Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	Also serving surrounding counties
<b>Bronx</b>	The Bronx Neighborhood Housing Services CDC, Inc.	1451 East Gun Hill Rd., Bronx, NY 10469	718-881-1180	HOPP  Spanish speaking staff available

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080 ext 203	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, Haitian Creole, and French Creole speaking staff available. Translation Service available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232 ext. 2060	HOPP Spanish speaking staff available
	Neighborhood Housing Services NYC	307 West 36th Street, 12th Floor, New York, NY 10018 Foreclosure Department: 2475 Westchester Avenue, Bronx, NY 10461	929-268-3790	Spanish speaking staff available
	NYC Commission on Human Rights	1932 Arthur Avenue, Room 203A, Bronx, NY 10457	718-579-6728 OR 718-579-6900	Spanish speaking staff available
<b>Broome</b>	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-6766	HOPP
<b>Cattaraugus</b>	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
<b>Cayuga</b>	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint, A division of Money Management International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
<b>Chautauqua</b>	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St., Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
<b>Chemung</b>	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
<b>Chenango</b>	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-2766	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
<b>Clinton</b>	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
<b>Columbia</b>	Galvan Housing Resources	252 Columbia St., Hudson, NY 12534	518-822-0707	HOPP
<b>Cortland</b>	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Cortland Housing Assistance Council, Inc.	36 Taylor St. Cortland, NY 13045	607-753-8271	
<b>Delaware</b>	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Delaware Opportunities, Inc.	35430 State Hgwy. 10 Hamden, NY 13782	607-746-1650	
<b>Dutchess</b>	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP Serving Southern section of county

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344, Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP
	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Neighborhood Assistance Corp. of America	135 Delaware Ave Ste 102 Buffalo, New York 14202-2410	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Essex County (HAPEC)			
<b>Franklin</b>	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Franklin County Community Housing Council Inc.	337 West Main St. Malone, NY 12953	518-483-5934	HOPP
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
<b>Fulton</b>	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
<b>Genesee</b>	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	Consumer	40 Gardenville Parkway, Suite 300, West	1-800-926-	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Credit Counseling Services of Buffalo, Inc.	Seneca, NY 14224	9685 or 716-712-2060	
<b>Greene</b>	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
<b>Hamilton</b>	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
<b>Herkimer</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
<b>Jefferson</b>	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
<b>Kings</b>	Cypress Hills Local Dev.	Main Office: 625 Jamaica Avenue, Brooklyn, NY	718-647-8100	HOPP Spanish and French



COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Corp.	11208 Housing Counseling Division: 3214 Fulton Street, Brooklyn, NY 11208		speaking staff available
	IMPACCT Brooklyn	1000 Dean St., Suite 420, Brooklyn, NY 11238	718-522-2613	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232	HOPP Spanish speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave., Brooklyn, NY 11216	718-636-7596	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North, 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017	HOPP Japanese speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, French Creole, and Haitian Creole speaking staff available. Translation Service available
	Neighborhood Housing Services of	1012 Gates Ave., 2nd Floor, Brooklyn, NY 11221	718-919-2100	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Bedford-Stuyvesant CDC Inc.  (dba Brooklyn Neighborhood Services CDC, Inc.)			
	CAMBA	1720 Church Ave., 2nd Floor, Brooklyn, NY 11226	718-940-6311	HOPP  Spanish, French, and Haitian Creole speaking staff available
	Neighborhood Housing Services of Brooklyn	2806 Church Ave., Brooklyn, NY 11226	718-469-4679	HOPP  Spanish speaking staff available
	Greater Sheepshead Bay Dev. Corp.	2107 East 22nd St., Brooklyn, NY 11229	718-332-0582	
	Southern Brooklyn Community Organization	4006 18th Ave., Brooklyn, NY 11218	718-435-1300	
	Brooklyn Neighborhood Improvement Association	465 Sterling Place, Brooklyn, NY 11238	718-773-4116	
	Council of Jewish Organizations of Flatbush, Inc.	1523 Avenue M, Brooklyn, NY 11230	718-377-2900 ext 7625	Arabic, Russian and Spanish speaking staff available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102, Brooklyn, NY 11201	866-285-4033	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	NY Commission of Human Rights-Brooklyn	275 Livingston St., Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor, Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St., Morrisville, NY 13408	315-684-3144	ASL trained staff available
Monroe	Consumer Credit Counseling Services of Rochester,	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Inc.			
	Marketview Heights Association	308 North Street, Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor, Rochester, NY 14607	585-546-3700	HOPP
	Urban League of Rochester	265 North Clinton Ave., Rochester, NY	585-325-6530	
<b>Montgomery</b>	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
<b>Nassau</b>	American Debt Resources, Inc.	248C Larkfield Road, East Northport, NY 11731	1-800-498-0766	HOPP Spanish speaking staff available
	Community Development Corporation of Long Island	333 No Main St., Freeport, NY 11520	631-471-1215 x158	HOPP Spanish speaking staff available
	Central Islip Civic Council	68 Wheeler Road Central Islip NY, 11722	631-348-0669	HOPP
	Debt Counseling Corp.	3033 Express Dr. N, Hauppauge, NY 11749	1-888-354-6332 ext. 316	HOPP Spanish speaking staff available
	Hispanic Brotherhood of Rockville Centre, Inc.	59 Clinton Ave., Rockville Centre, NY 11570	516-766-6610	HOPP Spanish speaking staff available

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	La Fuerza Unida, Inc.	1 School St., Suite 302, Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
	LIFE, Inc.	112 Spruce St., Cedarhurst, NY 11516	516-374-4564 ext.1038	HOPP Spanish speaking staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave., Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8, Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
	Safeguard Credit Counseling, Inc.	67 Fort Salonga Rd. Northport, NY 11768	1-800-673-6993	HOPP Spanish speaking staff available
<b>New York</b>	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 Adam Clayton Powell Jr. Blvd, New York, NY 10030	646-442-6545	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Neighborhood Housing Services of NYC	Main office: 307 West 36th St., 12th floor, New York, NY 10018 Main foreclosure department: 2475 Westchester Avenue, Bronx, NY 10461	929-268-3790	Spanish speaking staff available
	Harlem Congregations for Community Development	256 W. 153rd Street. New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	
	GreenPath Debt Solutions	31 West 34th Street, Suite 7030 New York, NY 10001	866-285-4059	
<b>Niagara</b>	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	West Side NHS	203 Military Rd., Buffalo, NY 14207	Tuesdays and Wednesdays at (716) 885-2344, Thursdays and Fridays at (716) 877-3910	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
<b>Oneida</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Clearpoint, a division of Money Market International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
	Cooperative Federal Credit Union	101 Gertrude St., Syracuse, NY 13202	315-476-5290	
<b>Onondaga</b>	Home Headquarters, Inc.	538 Erie Blvd West. Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway, Syracuse, NY 13214	1-800-750-2227	
	Cooperative Federal Credit Union	800 N. Salina St., Syracuse, NY 13208	315-476-5290	
<b>Ontario</b>	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	HOPP
<b>Orange</b>	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Orange County Rural Development Advisory Corp.	2 S. Montgomery St., Walden, NY 12586	845-713-4568	HOPP
<b>Orleans</b>	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
<b>Oswego</b>	Fulton Community Development Agency	125 West Broadway, Fulton, NY 13069	315-593-7166	HOPP
	Clearpoint, a division of Money Market International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
<b>Otsego</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
<b>Putnam</b>	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Putnam County Housing	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP



COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Corp.			
<b>Queens</b>	Neighborhood Housing Services of Queens, CDC, Inc.	60-20 Woodside Ave., 2nd Floor, Flushing, NY 11377	718-457-1017	HOPP Spanish speaking staff available. Translation Service available.
	Neighborhood Housing Services-Jamaica	89-70 162nd St., Jamaica, NY 11432	929-268-3790	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, Haitian Creole, and French Creole speaking staff available. Translation Service available.
	NY Commission of Human Rights-Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	Spanish speaking staff available
	Queens Community House	108-25 62nd Drive, Forest Hills, NY 11375	718-592-5757	
<b>Rensselaer</b>	Troy	415 River St., Troy, NY 12180	518-690-0020	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Rehabilitation and Improvement Program (TRIP)			
	United Tenants of Albany	33 Clinton Ave., Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
<b>Richmond</b>	Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Ave. Staten Island, NY 10302	718-442-7351	HOPP Russian speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Neighborhood Housing Services, Staten Island	770 Castleton Ave., Staten Island, NY 10310	718-442-8080	Spanish speaking staff available
	NYC Commission on Human Rights- Staten Island	60 Bay St. 7th Floor, Staten Island, NY 10301	718-390-8506	Spanish speaking staff available

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Rockland	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Rockland Housing Action Coalition	120-126 North Main St., Annex-First Floor, New City, NY 10956	845-708-5799	HOPP Spanish, Creole, Hebrew, and ASL speaking staff available
Saratoga	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Troy Rehabilitation and Improvement Program (TRIP)	415 River St., Troy, NY 12180	518-690-0020	HOPP Serving residents of Southern Saratoga County
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
Schenectady	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady	913 Albany St., Schenectady, NY 12307	518-374-9181	For tenants whose

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Community Action Program (SCAP)			buildings are in process of being foreclosed or whose building has been foreclosed
Schoharie	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
Schuyler	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
Seneca	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
St. Lawrence	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	North Country Housing Council	19 Main St., Canton, NY 13617	315-386-8576	
	Clearpoint, a division of Money	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Management International			
<b>Steuben</b>	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Accord	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
<b>Suffolk</b>	American Debt Resources, Inc.	248C Larkfield Road, East Northport, NY 11731	1-800-498-0766	HOPP Spanish speaking staff available
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
	Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300, Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
	Debt Counseling Corp.	3033 Express Dr. N, Hauppauge, NY 11749	1-888-354-6332 ext. 316	HOPP Spanish speaking staff available
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3762 x 1204 or 1205	HOPP Spanish speaking staff available
	Housing Help, Inc.	91-101 Broadway Greenlawn, NY 11740	631 754 0373	HOPP Spanish speaking staff available
	La Fuerza Unida, Inc.	1 School St., Suite 302, Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
				staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave., Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8, Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
	Safeguard Credit Counseling, Inc.	67 Fort Salonga Road Northport NY 11768	1-800-673-6993	HOPP Spanish speaking staff available
	North Fork Housing Alliance	116 South St., Greenport, NY 11944	631-477-1070	
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway, Bellport, NY 11713	631-286-9236	
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 OR 631-643-4786	Only serves part of Western Suffolk
<b>Sullivan</b>	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Rural Sullivan Housing Corp.	33 Lakewood Ave., Monticello, NY 12701	845-794-0348	
<b>Tioga</b>	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-6766	HOPP
	Clearpoint, a division of Money Management International	The Metro Center, 49 Court St., Binghamton, NY 13901	713.394.3232	
<b>Tompkins</b>	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
	Clearpoint, a division of Money Management International	The Metro Center, 49 Court St., Binghamton, NY 13901	713.394.3232	
<b>Ulster</b>	Orange County Rural Development Advisory Corp.	2 S. Montgomery St., Walden, NY 12586	845-713-4568	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
<b>Warren</b>	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
<b>Washington</b>	Housing Assistance Program of Essex County	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	(HAPEC)			
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
<b>Wayne</b>	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza, Rochester, NY 14604	1-888-724-2227	HOPP
<b>Westchester</b>	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adeo St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410 White Plains, NY 10605	914-428-4507 OR 877-WRO-4YOU	HOPP Spanish and French speaking staff available
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP Serving Northern section of county
	Greenpath	One Barker Ave., Suite 420 White Plains, NY 10601	888-366-9140	



COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Wyoming	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
Yates	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	HOPP



**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 : Celink  
Address : 3900 Capital City Blvd, , Lansing, MI, 48906,

**Filing Information:**

Tracking Number : NYS5480647  
Mailing Date Step 1 : 14-SEP-21 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 15-SEP-21 11.10.07.000 AM  
Filing Date Step 1 Orig : 15-SEP-21 11.08.58.000 AM  
Filing Date Step 2 :  
Filing Date Step 3 :  
Owner Occupd at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 137 Kingsland Avenue, , Brooklyn, Kings, NY, 11222,

Date of Original Loan : 19-JUN-15 12.00.00.000 AM  
Amt of Original Loan : 938250  
Loan Number Step 1 : XXXXXXXXXX  
Loan Number Step 2 :  
Loan Reset Frequency : Annual  
Loan Type : 1st Lien  
Type of Reverse Mortgage : HECM  
HUD Approval Status : Approval Not Required  
Loan Details : Adjustable Rate  
Loan Term : 30 Year  
Loan Modification : No  
Days Delinquent : Other  
Borrower's Name : Czeslawa Podgajna  
Address : 137 Kingsland Avenue, Brooklyn, NY 11222

Borrower's Phone No : 1234567890  
Filing Status : Step 1 Completed

Sincerely,

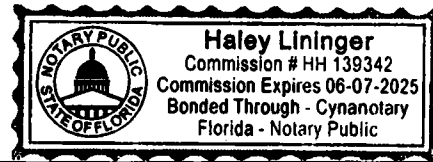
New York State Department of Financial Services



State of Florida  
County of Broward

Subscribed and sworn (or affirmed) before me on this 14 day of September, 2021, by **ERIC SCHWARTZ**, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: *Haley Lininger* (Seal)



UNIFORM, ALL PURPOSE CERTIFICATE OF ACKNOWLEDGMENT  
(Outside of New York State)

State of Florida  
County of Broward

On the 14 day of September in the year of 2021 before me, the undersigned, personally appeared **ERIC SCHWARTZ**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in Fort Lauderdale, Florida. (Insert the city or other political subdivision and the state or county or other place the acknowledgment was taken)

*Haley Lininger*  
Notary's Official Signature

06/07/2025  
Commission Expiration



# GreenspoonMarder<sup>LLP</sup>

Enclosed herein is State of New York, Unified Court System Notice to Mortgager and Mortgagor's Declaration of COVID-19 Related Hardship. If the attached is executed, a foreclosure will not proceed or be initiated until at least January 15, 2022.

Please review the enclosed documentation and, if applicable, please complete the pertinent documentation and return it to our firm at:

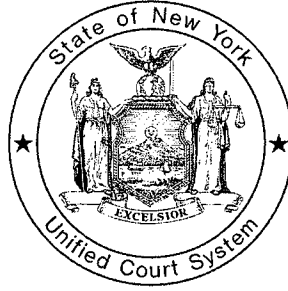
Attention Foreclosures - 590 Madison Avenue, Suite 1800, New York NY 10022. You may also reach our office at 1-212-524-5000 and or via electronic delivery to [allresidentialforeclosure@gmlaw.com](mailto:allresidentialforeclosure@gmlaw.com).



## NOTICE TO MORTGAGOR:

If you have lost income or had increased costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you may be protected from foreclosure until at least January 15, 2022. If a foreclosure action is filed against you and you provide this form to the landlord or the court, the action will be postponed until January 15, 2022 unless the plaintiff moves to challenge your declaration of hardship. If the court finds your hardship declaration valid, the foreclosure action will be postponed until after January 15, 2022. While the eviction proceeding is postponed, you may remain in possession.

If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing ~~address and e-mail address to which you can return this form.~~ If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe. Financial assistance may be available to you, even if you have not qualified for assistance in the past. You should contact your local housing assistance office or the Office of Temporary and Disability Assistance (OTDA) for application information.



Index Number (if known/applicable): \_\_\_\_\_

County and Court (if known/applicable): \_\_\_\_\_

**NOTICE TO MORTGAGOR:**

If you have lost income or had increased costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you cannot be foreclosed on until at least August 31, 2021. If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe.

**MORTGAGOR’S DECLARATION OF COVID-19-RELATED HARDSHIP**

I am the mortgagor of the property at (address of dwelling unit):

\_\_\_\_\_

Including my primary residence, I own, whether directly or indirectly, ten or fewer residential dwelling units. I am experiencing financial hardship, and I am unable to pay my mortgage in full because of one or more of the following:

1. Significant loss of household income during the COVID-19 pandemic.
2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.

- 3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.
- 4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.
- 5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.
- 6. One or more of my tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

I understand that I must comply with all other lawful terms under my mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid my mortgage in full as required by my mortgage agreement may still be charged or collected and may result in a monetary judgment against me. I also understand that my mortgage lender or other foreclosing party may pursue a foreclosure action against me on or after August 31, 2021, if I do not fully repay any missed or partial payments and lawful fees.

Signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date signed: \_\_\_\_\_

**NOTICE:** You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false.



RECEIVED NYSCEF: 01/26/2022



ZIP 33309 \$ 002.16<sup>0</sup>  
02 4W  
0000350578 SEP 14 2021

NYSCEF DOC ID: 1  
Cypress Creek, Suite 700  
Lauderdale, Florida 33309

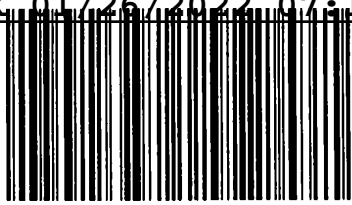


48623.0903  
CZESLAWA PODGAJNA  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

CEF DOC. NO. 1

RECEIVED NYSCEF: 01/26/20

48623.0903  
GREENSPOON MARDER LLP  
100 W Cypress Creek Road  
Suite 700  
Fort Lauderdale, FL 33309



9314 7699 0430 0086 5329 80

RETURN RECEIPT REQUESTED



48623.0903  
CZESLAWA PODGAJNA  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

**YOU COULD LOSE YOUR HOME TO FORECLOSURE.  
PLEASE READ THE FOLLOWING NOTICE CAREFULLY.**

**SEPTEMBER 14, 2021**

**PROPERTY ADDRESS: 137 KINGSLAND AVENUE  
BROOKLYN, NEW YORK 11222**

**LOAN NUMBER:** [REDACTED]

**Certified Article Number**  
9314 7699 0430 0086 5329 80  
**SENDER'S RECORD**

**CZESLAWA PODGAJNA  
137 KINGSLAND AVENUE  
BROOKLYN, NEW YORK 11222**

Dear Borrower(s):

AMERICAN ADVISORS GROUP, the owner and holder of your mortgage loan, and in accordance with the referenced Deed of Trust/Mortgage and applicable state laws, provides you with formal notice of the following:

**YOU MAY BE AT RISK OF FORECLOSURE  
PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of SEPTEMBER 14, 2021, we as your lender or servicer claim that your reverse mortgage loan is 174 days in default. Under New York State Law, we are required to send you this notice to inform you that you may be at risk of losing your home.

We, the lender or servicer of your loan, are claiming that your reverse mortgage loan is in default because you have not complied with the following conditions of your loan:

- You are not occupying your home as your principal residence
- You did not submit the required annual certificate of occupancy
- The named borrower on the reverse mortgage has died
- You did not pay property taxes. AMERICAN ADVISORS GROUP paid your property taxes for the following time periods:

\$4,320.71 paid on 02/22/2021  
\$2,729.45 paid on 02/22/2021

\_\_\_\_\_ You did not maintain homeowner's insurance. AMERICAN ADVISORS GROUP purchased homeowner's insurance for you on the following date(s) and for the following cost(s):

\_\_\_\_\_ You did not pay water/sewer charges. AMERICAN ADVISORS GROUP paid water/sewer charges for you on the following date(s) and for the following cost(s):

\_\_\_\_\_

\_\_\_\_\_ You did not make required repairs to your home

If the claim is based on your failure to pay property or water and sewer charges or maintain homeowner's insurance, you can cure this default by making the payment of \$7,050.16 for the advancements we made towards these payments on your behalf.

You have the right to dispute the claims listed above by contacting us, by calling 866-466-0026 or sending a letter to AMERICAN ADVISORS GROUP, 3900 Capital City Blvd., Lansing, MI 48906. This may include proof of payments made for property taxes or water and sewer charges or a current declaration page from your insurance company, or any other proof to dispute the servicer's claim.

If you are in default for failure to pay property charges (property taxes, homeowner's insurance and/or water/sewer charges) you may qualify for a grant, loan, or re-payment plan to cure the default balance owed.

If you are in default due to the death of your spouse, you may be considered an eligible "Non-Borrowing Spouse" under a HUD program which allows you to remain in your home for the rest of your life.

If you are over the age of 80 and have a long-term illness, you may also qualify for the "At-Risk Extension," which allows you to remain in your home for one additional year and requires an annual re-certification.

Attached to this notice is a list of government-approved housing counseling agencies and legal services in your area which provide free counseling. You can also call the New York State Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com>. A statewide listing by county is also available at:

[http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). You may also call your local Department of Aging for a referral or call 311 if you live in New York City.

Qualified free help is available; watch out for companies or people who charge a fee for these services.

You may also contact us directly at (866) 446-0026 and ask to discuss all possible options to allow you to cure your default and prevent the foreclosure of your home. While we cannot ensure that a 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.

If you have not taken any actions to resolve this matter 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 877-226-5697 or visit the Department's website at <http://www.dfs.ny.gov>.

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

## New York State Non-Profit Housing Counseling Agencies Providing Services to Homeowners in Default and Foreclosure - Statewide Listing by County

Compiled by the Empire Justice Center (Updated May 7, 2018)

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
<b>Albany</b>	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP Also serves surrounding areas
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP Also serves surrounding areas
	United Tenants of Albany	255 Orange St., Albany, NY 12210	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
<b>Allegany</b>	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Neighborhood Housing Services of Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	Also serving surrounding counties
<b>Bronx</b>	The Bronx Neighborhood Housing Services CDC, Inc.	1451 East Gun Hill Rd., Bronx, NY 10469	718-881-1180	HOPP Spanish speaking staff available

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080 ext 203	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, Haitian Creole, and French Creole speaking staff available. Translation Service available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232 ext. 2060	HOPP Spanish speaking staff available
	Neighborhood Housing Services NYC	307 West 36th Street, 12th Floor, New York, NY 10018 Foreclosure Department: 2475 Westchester Avenue, Bronx, NY 10461	929-268-3790	Spanish speaking staff available
	NYC Commission on Human Rights	1932 Arthur Avenue, Room 203A, Bronx, NY 10457	718-579-6728 OR 718-579-6900	Spanish speaking staff available
<b>Broome</b>	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-6766	HOPP
<b>Cattaraugus</b>	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
<b>Cayuga</b>	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint, A division of Money Management International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
<b>Chautauqua</b>	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St., Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
<b>Chemung</b>	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
<b>Chenango</b>	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-2766	HOPP



COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
<b>Clinton</b>	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
<b>Columbia</b>	Galvan Housing Resources	252 Columbia St., Hudson, NY 12534	518-822-0707	HOPP
<b>Cortland</b>	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Cortland Housing Assistance Council, Inc.	36 Taylor St. Cortland, NY 13045	607-753-8271	
<b>Delaware</b>	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Delaware Opportunities, Inc.	35430 State Hgwy. 10 Hamden, NY 13782	607-746-1650	
<b>Dutchess</b>	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP Serving Southern section of county

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344, Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP
	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Neighborhood Assistance Corp. of America	135 Delaware Ave Ste 102 Buffalo, New York 14202-2410	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Essex County (HAPEC)			
<b>Franklin</b>	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Franklin County Community Housing Council Inc.	337 West Main St. Malone, NY 12953	518-483-5934	HOPP
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
<b>Fulton</b>	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
<b>Genesee</b>	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	Consumer	40 Gardenville Parkway, Suite 300, West	1-800-926-	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Credit Counseling Services of Buffalo, Inc.	Seneca, NY 14224	9685 or 716-712-2060	
<b>Greene</b>	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
<b>Hamilton</b>	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
<b>Herkimer</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
<b>Jefferson</b>	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
<b>Kings</b>	Cypress Hills Local Dev.	Main Office: 625 Jamaica Avenue, Brooklyn, NY	718-647-8100	HOPP Spanish and French

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Corp.	11208 Housing Counseling Division: 3214 Fulton Street, Brooklyn, NY 11208		speaking staff available
	IMPACCT Brooklyn	1000 Dean St., Suite 420, Brooklyn, NY 11238	718-522-2613	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232	HOPP Spanish speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave., Brooklyn, NY 11216	718-636-7596	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North, 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017	HOPP Japanese speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, French Creole, and Haitian Creole speaking staff available. Translation Service available
	Neighborhood Housing Services of	1012 Gates Ave., 2nd Floor, Brooklyn, NY 11221	718-919-2100	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Bedford-Stuyvesant CDC Inc.  (dba Brooklyn Neighborhood Services CDC, Inc.)			
	CAMBA	1720 Church Ave., 2nd Floor, Brooklyn, NY 11226	718-940-6311	HOPP  Spanish, French, and Haitian Creole speaking staff available
	Neighborhood Housing Services of Brooklyn	2806 Church Ave., Brooklyn, NY 11226	718-469-4679	HOPP  Spanish speaking staff available
	Greater Sheepshead Bay Dev. Corp.	2107 East 22nd St., Brooklyn, NY 11229	718-332-0582	
	Southern Brooklyn Community Organization	4006 18th Ave., Brooklyn, NY 11218	718-435-1300	
	Brooklyn Neighborhood Improvement Association	465 Sterling Place, Brooklyn, NY 11238	718-773-4116	
	Council of Jewish Organizations of Flatbush, Inc.	1523 Avenue M, Brooklyn, NY 11230	718-377-2900 ext 7625	Arabic, Russian and Spanish speaking staff available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102, Brooklyn, NY 11201	866-285-4033	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	NY Commission of Human Rights-Brooklyn	275 Livingston St., Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor, Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St., Morrisville, NY 13408	315-684-3144	ASL trained staff available
Monroe	Consumer Credit Counseling Services of Rochester,	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Inc.			
	Marketview Heights Association	308 North Street, Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor, Rochester, NY 14607	585-546-3700	HOPP
	Urban League of Rochester	265 North Clinton Ave., Rochester, NY	585-325-6530	
<b>Montgomery</b>	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
<b>Nassau</b>	American Debt Resources, Inc.	248C Larkfield Road, East Northport, NY 11731	1-800-498-0766	HOPP Spanish speaking staff available
	Community Development Corporation of Long Island	333 No Main St., Freeport, NY 11520	631-471-1215 x158	HOPP Spanish speaking staff available
	Central Islip Civic Council	68 Wheeler Road Central Islip NY, 11722	631-348-0669	HOPP
	Debt Counseling Corp.	3033 Express Dr. N, Hauppauge, NY 11749	1-888-354-6332 ext. 316	HOPP Spanish speaking staff available
	Hispanic Brotherhood of Rockville Centre, Inc.	59 Clinton Ave., Rockville Centre, NY 11570	516-766-6610	HOPP Spanish speaking staff available



COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	La Fuerza Unida, Inc.	1 School St., Suite 302, Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
	LIFE, Inc.	112 Spruce St., Cedarhurst, NY 11516	516-374-4564 ext.1038	HOPP Spanish speaking staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave., Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8, Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
	Safeguard Credit Counseling, Inc.	67 Fort Salonga Rd. Northport, NY 11768	1-800-673-6993	HOPP Spanish speaking staff available
<b>New York</b>	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 Adam Clayton Powell Jr. Blvd, New York, NY 10030	646-442-6545	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Neighborhood Housing Services of NYC	Main office: 307 West 36th St., 12th floor, New York, NY 10018  Main foreclosure department: 2475 Westchester Avenue, Bronx, NY 10461	929-268-3790	Spanish speaking staff available
	Harlem Congregations for Community Development	256 W. 153rd Street. New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	
	GreenPath Debt Solutions	31 West 34th Street, Suite 7030 New York, NY 10001	866-285-4059	
<b>Niagara</b>	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	West Side NHS	203 Military Rd., Buffalo, NY 14207	Tuesdays and Wednesdays at (716) 885-2344,  Thursdays and Fridays at (716) 877-3910	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685  or 716-712-2060	HOPP
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
<b>Oneida</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Clearpoint, a division of Money Market International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
	Cooperative Federal Credit Union	101 Gertrude St., Syracuse, NY 13202	315-476-5290	
<b>Onondaga</b>	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway, Syracuse, NY 13214	1-800-750-2227	
	Cooperative Federal Credit Union	800 N. Salina St., Syracuse, NY 13208	315-476-5290	
<b>Ontario</b>	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	HOPP
<b>Orange</b>	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Orange County Rural Development Advisory Corp.	2 S. Montgomery St., Walden, NY 12586	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Fulton Community Development Agency	125 West Broadway, Fulton, NY 13069	315-593-7166	HOPP
	Clearpoint, a division of Money Market International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
Otsego	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
Putnam	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Putnam County Housing	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Corp.			
<b>Queens</b>	Neighborhood Housing Services of Queens, CDC, Inc.	60-20 Woodside Ave., 2nd Floor, Flushing, NY 11377	718-457-1017	HOPP Spanish speaking staff available. Translation Service available.
	Neighborhood Housing Services- Jamaica	89-70 162nd St., Jamaica, NY 11432	929-268-3790	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, Haitian Creole, and French Creole speaking staff available. Translation Service available.
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	Spanish speaking staff available
	Queens Community House	108-25 62nd Drive, Forest Hills, NY 11375	718-592-5757	
<b>Rensselaer</b>	Troy	415 River St., Troy, NY 12180	518-690-0020	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Rehabilitation and Improvement Program (TRIP)			
	United Tenants of Albany	33 Clinton Ave., Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
<b>Richmond</b>	Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Ave. Staten Island, NY 10302	718-442-7351	HOPP Russian speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Neighborhood Housing Services, Staten Island	770 Castleton Ave., Staten Island, NY 10310	718-442-8080	Spanish speaking staff available
	NYC Commission on Human Rights- Staten Island	60 Bay St. 7th Floor, Staten Island, NY 10301	718-390-8506	Spanish speaking staff available

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Rockland	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Rockland Housing Action Coalition	120-126 North Main St., Annex-First Floor, New City, NY 10956	845-708-5799	HOPP Spanish, Creole, Hebrew, and ASL speaking staff available
Saratoga	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Troy Rehabilitation and Improvement Program (TRIP)	415 River St., Troy, NY 12180	518-690-0020	HOPP Serving residents of Southern Saratoga County
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
Schenectady	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady	913 Albany St., Schenectady, NY 12307	518-374-9181	For tenants whose

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Community Action Program (SCAP)			buildings are in process of being foreclosed or whose building has been foreclosed
<b>Schoharie</b>	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
<b>Schuyler</b>	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
<b>Seneca</b>	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
<b>St. Lawrence</b>	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	North Country Housing Council	19 Main St., Canton, NY 13617	315-386-8576	
	Clearpoint, a division of Money	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	



COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Management International			
Steuben	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Accord	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
Suffolk	American Debt Resources, Inc.	248C Larkfield Road, East Northport, NY 11731	1-800-498-0766	HOPP Spanish speaking staff available
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
	Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300, Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
	Debt Counseling Corp.	3033 Express Dr. N, Hauppauge, NY 11749	1-888-354-6332 ext. 316	HOPP Spanish speaking staff available
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3762 x 1204 or 1205	HOPP Spanish speaking staff available
	Housing Help, Inc.	91-101 Broadway Greenlawn, NY 11740	631 754 0373	HOPP Spanish speaking staff available
	La Fuerza Unida, Inc.	1 School St., Suite 302, Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
				staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave., Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8, Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
	Safeguard Credit Counseling, Inc.	67 Fort Salonga Road Northport NY 11768	1-800-673-6993	HOPP Spanish speaking staff available
	North Fork Housing Alliance	116 South St., Greenport, NY 11944	631-477-1070	
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway, Bellport, NY 11713	631-286-9236	
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 OR 631-643-4786	Only serves part of Western Suffolk
<b>Sullivan</b>	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Rural Sullivan Housing Corp.	33 Lakewood Ave., Monticello, NY 12701	845-794-0348	
<b>Tioga</b>	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-6766	HOPP
	Clearpoint, a division of Money Management International	The Metro Center, 49 Court St., Binghamton, NY 13901	713.394.3232	
<b>Tompkins</b>	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
	Clearpoint, a division of Money Management International	The Metro Center, 49 Court St., Binghamton, NY 13901	713.394.3232	
<b>Ulster</b>	Orange County Rural Development Advisory Corp.	2 S. Montgomery St., Walden, NY 12586	845-713-4568	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
<b>Warren</b>	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
<b>Washington</b>	Housing Assistance Program of Essex County	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
	(HAPEC)			
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
<b>Wayne</b>	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza, Rochester, NY 14604	1-888-724-2227	HOPP
<b>Westchester</b>	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adee St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410 White Plains, NY 10605	914-428-4507 OR 877-WRO-4YOU	HOPP Spanish and French speaking staff available
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP Serving Northern section of county
	Greenpath	One Barker Ave., Suite 420 White Plains, NY 10601	888-366-9140	

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Wyoming	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
Yates	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	HOPP

# EXHIBIT "G"

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 5**

Document ID: 2015070701042001

Document Date: 06-19-2015

Preparation Date: 07-07-2015

Document Type: DEED

Document Page Count: 3

**PRESENTER:**

FIRST EQUITY ABSTRACT  
538 BROADHOLLOW ROAD  
SUITE 315, FE-11504-K  
MELVILLE, NY 11747  
631-694-9595  
HFOY@1STEQUITY.COM

**RETURN TO:**

TADEUSZ KURDZIEL  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	2829	23	Entire Lot	137 KINGSLAND
<b>Property Type: DWELLING ONLY - 2 FAMILY</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

TADEUSZ KURDZIEL  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

**GRANTEE/BUYER:**

TADEUSZ KURDZIEL  
137 KINGSLAND AVENUE  
BROOKLYN, NY 11222

Additional Parties Listed on Continuation Page

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 125.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

**CITY OF NEW YORK**

Recorded/Filed 07-10-2015 08:57

City Register File No.(CRFN):

2015000237276



*Grantha McMill*

**City Register Official Signature**

FE-11504-K

PF-29 (11/85) - Bargain and Sale Deed, with Covenant against Grantor's Acts - Individual or Corporation  
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY. (3)

NYS  
P

This Indenture, made the 19<sup>th</sup> day of June, two thousand fifteen

Between

TADEUSZ KURDZIEL, residing at 137 KINGSLAND AVENUE,  
BROOKLYN, NY 11222

party of the first part, and

TADEUSZ KURDZIEL and CZESLAWA PODGAJNA, as husband and  
wife, both residing at 137 KINGSLAND AVENUE, BROOKLYN, NY  
11222

party of the second part,

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

All that certain plot, piece or parcel of land,

**See Attached Schedule A Legal Description  
And Made a Part Hereof**

Dist:

Sec:

Block: 2829 SAID PREMISES being known as: 137 Kingsland Avenuc, Brooklyn, NY 11222

Lot: 23 BEING AND INTENDED TO BE the same premises described in Deed dated 03/01/1995  
recorded 03/27/1995, in the Kings County Clerk's Office in Reel 3486 Page 488.

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

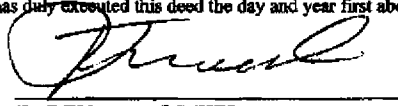
And the party of the first part covenants that the party of the first part has not done or suffered anything whereby  
the said premises have been encumbered in any way whatever, except as aforesaid.

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

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

In Witness Whereof, the part of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF



TADEUSZ KURDZIEL



**Schedule A Description**

Title Number **FE-11504-K**

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Kingsland Avenue, distant 296 feet 6-1/2 inches southerly from the intersection of the westerly side of Kingsland Avenue and the southerly side of Meeker Avenue; (old line)

RUNNING THENCE westerly and at right angles to Kingsland Avenue and part of the distance through a party wall, 75 feet;

THENCE southerly and parallel with Kingsland Avenue, 20 feet;

THENCE easterly and again at right angles to Kingsland Avenue, 75 feet to the westerly side of Kingsland Avenue;

THENCE northerly along the westerly side of Kingsland Avenue, 20 feet to the point or place of BEGINNING.

STATE OF NEW YORK, COUNTY OF KINGS ss:

On the 19<sup>th</sup> day of June in the year 2015 before me, the undersigned, personally came Tadeusz Kurdziel personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Handwritten Signature]*  
Notary Public

**MICHELE ANDREA DUSZAK**  
Notary Public, State of New York  
Reg. No. 01806240000  
Qualified in Nassau County  
Commission Expires 07/18/20 15

STATE OF NEW YORK, COUNTY OF KINGS ss:

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

\_\_\_\_\_  
Notary Public

**Bargain and Sale Deed**  
**With Covenant Against Grantor's Act**

Tadeusz Kurdziel  
TO  
Tadeusz Kurdziel and Czeslawa Podgajna

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

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

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK, COUNTY OF KINGS ss:

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

\_\_\_\_\_  
Notary Public

DISTRICT:  
SECTION:  
BLOCK: 2829  
LOT: 23  
TOWN: Brooklyn  
COUNTY: Kings

RETURN BY MAIL TO:

Tadeusz Kurdziel  
137 Kingsland Avenue  
Brooklyn, NY 11222

<p><b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b></p> <p>This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.</p>	 <p><b>2015070701042003003E8E87</b></p>
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**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 18**

**Document ID: 2015070701042003**      Document Date: 06-19-2015      Preparation Date: 07-09-2015  
 Document Type: MORTGAGE  
 Document Page Count: 16

<p><b>PRESENTER:</b>                  FIRST EQUITY ABSTRACT                  538 BROADHOLLOW ROAD                  SUITE 315, FE-11504-K                  MELVILLE, NY 11747                  631-694-9595                  HFOY@ISTEQUITY.COM</p>	<p><b>RETURN TO:</b>                  AMERICAN ADVISORS GROUP                  3800 W CHAPMAN AVE                  3RD FLOOR                  ORANGE, CA 92868</p>
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Borough	Block	Lot	PROPERTY DATA	
			Unit	Address
BROOKLYN	2829	23	Entire Lot	137 KINGSLAND
Property Type: DWELLING ONLY - 2 FAMILY				

**CROSS REFERENCE DATA**

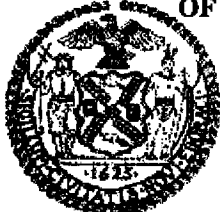
**Document ID: 2015070701042002**

PARTIES	
<p><b>MORTGAGOR/BORROWER:</b>                  TADEUSZ KURDZIEL                  137 KINGSLAND AVENUE                  BROOKLYN, NY 11222</p>	<p><b>MORTGAGEE/LENDER:</b>                  SECRETARY OF HOUSING AND URBAN DEVELOPMENT                  451 SEVENTH STREET SW                  WASHINGTON, DC 20410</p>
<input checked="" type="checkbox"/> Additional Parties Listed on Continuation Page	

FEES AND TAXES			
<b>Mortgage :</b>		<b>Filing Fee:</b>	
Mortgage Amount:	\$ 938,250.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:	280		\$ 0.00
<b>TAXES: County (Basic):</b>	\$ 0.00	NYS Real Estate Transfer Tax:	\$ 0.00
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
<b>TOTAL:</b>	<b>\$ 0.00</b>		
Recording Fee:	\$ 117.00		
Affidavit Fee:	\$ 8.00		

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

Recorded/Filed 07-10-2015 08:57  
 City Register File No.(CRFN):  
**2015000237278**



*Ganette McMill*  
**City Register Official Signature**

Record and Return to: American Advisors Group  
3800 W Chapman Ave, 3rd Floor  
Orange, CA 92868

FE-11504-K  
(10)

This instrument prepared by: American Advisors Group  
3800 W Chapman Ave, 3rd Floor  
Orange, CA 92868

[Space Above This Line For Recording Data]

State of NEW YORK

FHA Case No. [REDACTED]  
Loan No. [REDACTED]  
MIN: [REDACTED]

**ADJUSTABLE RATE  
HOME EQUITY CONVERSION SECOND MORTGAGE**

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on June 19, 2015. The mortgagor is TADEUSZ KURDZIEL AND CZESLAWA PODGAJNA, AS HUSBAND AND WIFE, whose address is 137 KINGSLAND AVENUE, BROOKLYN, New York 11222 ("Borrower"). The term "Borrower" does not include the Borrower's successors or assigns. This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of Nine Hundred Thirty Eight Thousand, Two Hundred Fifty Dollars and Zero Cents (U.S. \$938,250.00 ); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on January 5, 2103. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in KINGS County, NEW YORK:

2829  
10  
23

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

This property is improved by a  
1 or 2 family dwelling



which has the address of  
**137 KINGSLAND AVENUE, BROOKLYN, New York 11222, ("Property Address")**

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

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

**2. Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument and then to the reduction of the indebtedness under the First Note and First Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and the First Security Instrument shall be paid to the entity legally entitled thereto.

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

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

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

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 13(c).

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

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

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

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

First Note and First Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Non-Borrowing Spouse.** Borrower, N/A is married to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument. "Eligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who meets the Qualifying Attributes requirements defined in ML 2014-07 for a Deferral Period. "Ineligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements defined in ML 2014-07 for a Deferral Period.

**10. Grounds for Acceleration of Debt.**

**(a) Due and Payable - Death.**

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the Due and Payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 resides in the Property as [his/her] Principal Residence and all of the following conditions are, and continue to be, met:

- a. Such Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Non-Borrowing Spouse has occupied, and continues to occupy, the property securing the Second Note as [his/her] Principal Residence;
- c. Such Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the property securing the Second Note;
- d. All other obligations of the Borrower under the Second Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- e. The Second Note is not eligible to be called due and payable for any other reason.

This Paragraph is inapplicable or null and void if a Non-Borrowing Spouse is or becomes ineligible, at any time. Further, during a Deferral Period, should any of the conditions for deferral listed in this Paragraph cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of the Second Note.

**(b) Due and Payable - Sale.** Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable is not permitted when a Lender requires immediate payment in full under this Paragraph; or

**(c) Due and Payable with Secretary Approval.** - Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death

and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable is not permitted when a Lender requires immediate payment in full under Paragraph 10(c).

**(d) Notice and Certification to Lender.** Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the property remains the Borrower's Principal Residence and, if applicable, the principal residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in paragraph 9, the Borrower shall also complete and provide to the Lender on an annual basis a Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the Borrower's annual certifications, required by this paragraph, must continue to be completed and provided to the Lender by the Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in this Paragraph 10 (b)-(c) occur.

**(e) Notice to Borrower.** Lender shall notify the Borrower whenever the loan becomes due and payable under Paragraph 10 (b)-(c). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed-in-lieu of foreclosure.

**(f) Notice to Secretary and Non-Borrowing Spouse.** Lender shall notify the Secretary and any Non-Borrowing Spouse identified in Paragraph 9 whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

**(g) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 10.

**11. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.



## 12. Reinstatement.

**(a) Borrower Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of this Security Instrument.

**(b) Deferral Period Reinstatement.** If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes as defined in MI. 2014-07 for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing Spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

## 13. Lien Status.

### (a) Modification.

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 13(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except the First Security Instrument described in Paragraph 14(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any

documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

**(b) Tax Deferral Programs.**

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

**(c) Prior Liens.**

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**14. Relationship to First Security Instrument.**

**(a) Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.

**(b) Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the First Note unless:

- (i) The First Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

**(c) Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 20 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

**(d) No Duty of the Secretary.** The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 14.

**(e) Restrictions on Enforcement.** Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 20 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

**15. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**16. Successors and Assigns Bound; Joint and Several Liability.** Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**17. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice to Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires another method. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 17.

**18. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

**19. Borrower's Copy.** Borrower shall be given one conformed copy of the Second Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**20. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not a assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 20, except as provided in the First Security Instrument .

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**21. Foreclosure Procedure.** If Lender requires immediate payment-in-full under Paragraph 10, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence.

**22. Lien Priority.** The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

**23. Adjustable-Rate Feature.** Under the Note, the initial stated interest rate of 3.541% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the average of interbank offered rates for one-year U.S. dollar denominated deposits in the London Market ("LIBOR"), as published in The Wall Street Journal ("Index") plus a margin. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on July 1, 2016 and on that day of each succeeding year. ("Change Date"). Change Date means each date on which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate cannot be more than 2.0 percentage points higher or lower than the Existing Interest Rate, nor can it be more than 5.0 percentage points higher or lower than the Initial Interest Rate.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

24. 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. Borrower will pay all costs for recording the discharge in the proper official records. Borrower agrees to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require Borrower to 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 under applicable law.

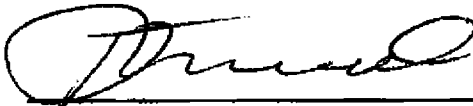
25. Agreements about New York Lien Law. Borrower will receive all amounts lent by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. Borrower will: (A) hold all amounts which Borrower receives and which Borrower has a right to receive from Lender under the Note as a "trust fund"; and (B) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before Borrower uses them for any other purpose. Borrower acknowledges that the fact that Borrower is holding those amounts as a "trust fund" means that for any building or other improvement located on the Property, Borrower has a special responsibility under the law to use the amount in the manner described in this Paragraph 25.

26. Borrower's Statement Regarding the Property. This Security Instrument covers real property improved, or to be improved, by one or two family dwelling only.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- Condominium Rider
- Planned Unit Development Rider
- Other [Specify] Multi-Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

 (SEAL)

Tadeusz Kurdziel

6/19/15

Date

 (SEAL)

Czesława Podgajna

6/19/15

Date

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

STATE OF NEW YORK

COUNTY OF Kings

SS:

On the 19<sup>th</sup> day of June in the year 2015, before me,

the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

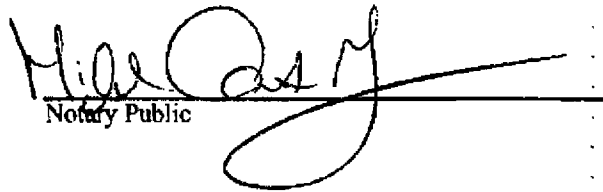
Tadeusz Kurdziel and Czeslawa Podgajna

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)

whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they

executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument,

the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**MICHELE ANDREA DUSZAK**  
Notary Public, State of New York  
Reg. No. 01DU6245052  
Qualified in Nassau County  
Commission Expires 07/18/20 15

**Loan Originator Organization**

Mortgage Loan Originator Organization: **East Coast Capital Corp**  
Nationwide Mortgage Licensing system and Registry Identification Number: **1403**

**Individual Loan Originator**

Mortgage Loan Originator: **Stanley Gil**  
Nationwide Mortgage Licensing system and Registry Identification Number: **66909**

**EXHIBIT A**

Exhibit A to the Mortgage made on **June 19, 2015**, by **TADEUSZ KURDZIEL AND CZESLAWA PODGAJINA, AS HUSBAND AND WIFE** ("Borrower") to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Secretary"). The Property is located in the county of **KINGS**, state of **New York**, described as follows:

**Description of Property**

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE  
MADE A PART HEREOF."  
APN # 3028290023



**1-4 Family Rider**

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made on 6/19/2015 12:00:00AM and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to the Secretary of Housing and Urban Development ("Lender" or "Secretary") of the same date and covering the Property described in the Security Instrument and located at:

**137 KINGSLAND AVENUE, BROOKLYN, New York 11222**

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

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

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

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

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required in the Security Instrument.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.**

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

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

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170

1401

Loan Officer Company NMLS #: 1403  
Loan Officer NMLS #: 88909  
ReverseVision, Inc.

1403  
88909  
2032,066

Page 1 of 2

Printed: 6/19/2015  
MultiFamilyRiderSecond / 0583



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

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

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

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

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

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

Tadeusz Kurdziel

Czesława Podgajna

6/19/15  
Date

6/19/15  
Date

**Schedule A Description**Title Number **FE-11504-K**Page **1**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

**BEGINNING** at a point on the westerly side of Kingsland Avenue, distant 296 feet 6-1/2 inches southerly from the intersection of the westerly side of Kingsland Avenue and the southerly side of Meeker Avenue; (old line)

**RUNNING THENCE** westerly and at right angles to Kingsland Avenue and part of the distance through a party wall, 75 feet;

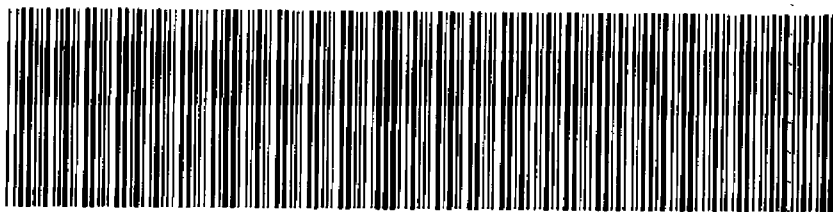
**THENCE** southerly and parallel with Kingsland Avenue, 20 feet;

**THENCE** easterly and again at right angles to Kingsland Avenue, 75 feet to the westerly side of Kingsland Avenue;

**THENCE** northerly along the westerly side of Kingsland Avenue, 20 feet to the point or place of **BEGINNING**.

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2008041000784001001ECA12

**RECORDING AND ENDORSEMENT COVER PAGE**

PAGE 1 OF 27

Document ID: 2008041000784001 Document Date: 03-31-2008 Preparation Date: 04-10-2008  
 Document Type: MORTGAGE  
 Document Page Count: 26

<b>PRESENTER:</b> PDE TITLE SERVICES, LLC-PDE2398K 110 WALT WHITMAN ROAD SUITE 104 HUNTINGTON, NY 11746 631-425-1027 karen.murphy@pdetitle.com	<b>RETURN TO:</b> EMIGRANT MORTGAGE COMPANY, INC. 7 WESTCHESTER PLAZA ELMSFORD, NY 10523
--	---

PROPERTY DATA			
Borough	Block	Lot	Unit Address
BROOKLYN	2829	23 Entire Lot	137 KINGSLAND AVENUE
<b>Property Type: DWELLING ONLY - 1 FAMILY</b>			


CROSS REFERENCE DATA						
CRFN	or Document ID	or	Year	Reel	Page	or File Number

PARTIES	
<b>MORTGAGOR/BORROWER:</b> TADEUSZ KURDZIEL 137 KINGSLAND AVENUE BROOKLYN, NY 11222	<b>MORTGAGEE/LENDER:</b> EMIGRANT MORTGAGE COMPANY, INC. 7 WESTCHESTER PLAZA ELMSFORD, NY 10523

FEES AND TAXES			
<b>Mortgage</b>	<b>Filing Fee:</b>	\$	0.00
Mortgage Amount: \$ 300,000.00	NYC Real Property Transfer Tax:	\$	0.00
Taxable Mortgage Amount: \$ 300,000.00	NYS Real Estate Transfer Tax:	\$	0.00
<b>Exemption:</b>			
TAXES: County (Basic): \$ 1,500.00			
City (Additional): \$ 3,000.00			
Spec (Additional): \$ 0.00			
TASF: \$ 750.00			
MTA: \$ 870.00			
NYCTA: \$ 0.00			
Additional MRT: \$ 0.00			
<b>TOTAL:</b> \$ 6,120.00			
Recording Fee: \$ 167.00			
Affidavit Fee: \$ 0.00			

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

Recorded/Filed 04-21-2008 16:34  
 City Register File No. (CRFN):  
**2008000159294**



*Annette McMill*  
 City Register Official Signature

**Return To:**  
Emigrant Mortgage Company, Inc

7 Westchester Plaza  
Elmsford, New York 10523  
914-785-1100

**Prepared By:**  
Adrian Venuto  
7 Westchester Plaza  
Elmsford, New York 10523  
914-785-1100

\_\_\_\_\_  
[Space Above This Line For Recording Data] \_\_\_\_\_

# MORTGAGE

**WORDS USED OFTEN IN THIS DOCUMENT**

- (A) "Security Instrument." This document, which is dated March 31st, 2008 together with all Riders to this document, will be called the "Security Instrument."
- (B) "Borrower." Tadeusz Kurdziel

whose address is 137 KINGSLAND AVENUE, BROOKLYN, NY 11222

sometimes will be called "Borrower" and sometimes simply "I" or "me."  
(C) "Lender." Emigrant Mortgage Company, Inc

will be called "Lender." Lender is a corporation or association which exists under the laws of The State of New York . Lender's address is 7 Westchester Plaza, Elmsford, New York 10523

Section: 10                      Block: 2829                      Lot: 23                      Unit:

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3033 1/01

 VMP-6(NY) 10508

Page 1 of 17

Initials: *TR.*

VMP Mortgage Solutions, Inc. 18001521-7291

**Schedule A Description**

**Title Number PDE2398K**

**Page 1**

**ALL that certain plot, place or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:**

**BEGINNING at a point on the Westerly side of Kingsland Avenue, distant 296 feet 6-1/2 inches Southerly from the intersection of the Westerly side of Kingsland Avenue and the Southerly side of Meeker Avenue;**

**RUNNING THENCE Westerly and at right angles to Kingsland Avenue and part of the distance through a party wall, 75 feet;**

**THENCE Southerly and parallel with Kingsland Avenue 20 feet;**

**THENCE Easterly and again at right angles to Kingsland Avenue 75 feet to the Westerly side of Kingsland Avenue; and**

**THENCE RUNNING Northerly along the Westerly side of Kingsland Avenue, 20 feet to the point or place of BEGINNING.**

(D) "Note." The note signed by Borrower and dated March 31st, 2008, will be called the "Note." The Note shows that I owe Lender Three Hundred Thousand and no/100.

Dollars (U.S. \$ 300,000.00) 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 May 1st, 2038

(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"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider         | <input checked="" type="checkbox"/> Other(s) [specify] |
- Rider To Mortgage                      Default Rate Rider                      Legal Description

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

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

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

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

(M) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds 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. Section 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.

Initials: VR

**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

137 KINGSLAND AVENUE [Street]

BROOKLYN [City, Town or Village], New York 11222-5102 [Zip Code].

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

See Schedule "A" attached hereto and made a part hereof. These premises are improved by a 1-4 family dwelling only.

- (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.

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.

Initials: TK

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

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

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

### 3. Monthly Payments For Taxes And Insurance.

#### (a) Borrower's Obligations.

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

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

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

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

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "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 for 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 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 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 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.

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.

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

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, 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

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

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

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date 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 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.

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.

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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.

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).

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

(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 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

  
\_\_\_\_\_

  
\_\_\_\_\_ (Seal)  
Tadeusz Kurdziel -Borrower

\_\_\_\_\_

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

STATE OF NEW YORK, Queens

County ss:

On the 31st day of March 2008 before me, the undersigned, a notary public in and for said state, personally appeared Tadeusz Kurdziel

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

*Jeanne Pentangelo*

Notary Public

JEANNE PENTANGELO  
NOTARY PUBLIC  
STATE OF NEW YORK  
NO. 01PER001422  
COMMISSION EXPIRES APRIL 28, 2011

Tax Map Information:

SEAL

3/5/7-1

## ADJUSTABLE RATE RIDER (1 Year Index-Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 31st day of March, 2008, and 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 EMIGRANT Mortgage Company, Inc., 7 Westchester Plaza, Elmsford, New York 10523 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

137 KINGSLAND AVENUE, BROOKLYN, NEW YORK 11222-5102

(Property Address)

### THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT

**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 8.750 %. 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 May, 2018, 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(s), as made available by the Federal Reserve Board. The Index is published in the Federal Reserve Bulletin and made available each week by the Federal Reserve Board in Statistical Release H.15(519). 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 Three and one quarter percentage points (3.250 %) to the Current Index and then by rounding the result of this addition to the nearest one eighth of one percentage point (0.125%). This 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 is called the "Full Payment". It will be the new amount of my monthly payment.

**(D) 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.

**(E) 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 me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**(F) Limitations on Interest Rate Adjustments**

The interest rate I am required to pay at the first Change Date will not be greater than 13.750 % or less than 3.750 %. 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 twelve months. My interest rate will never be greater than 13.750 %.

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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 delivered or mailed 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.

.....  
Tadeusz Kurdziel

..... (Seal)  
- Borrower -

..... (Seal)  
- Borrower -

..... (Seal)  
- Borrower -

..... (Seal)  
- Borrower -



## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 31st day of March 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
Emigrant Mortgage Company, Inc

(the  
"Lender") of the same date and covering the Property described in the Security Instrument and located at:

137 KINGSLAND AVENUE, BROOKLYN, NEW YORK 11222-5102  
[Property Address]

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

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

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

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

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

**MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3170 1/01**

Wolters Kluwer Financial Services  
VMP®-57R (0411).01  
Page 1 of 3 Initials: TK

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

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

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

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

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

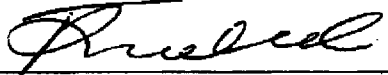
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

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

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

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

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

	(Seal)	_____	(Seal)
Tadeusz Kurdziel	-Borrower		-Borrower

_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower

_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower

_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower

**RIDER TO MORTGAGE**

26. If a change in applicable law would make any provision of the Note or this Mortgage unenforceable, Lender may require immediate payment in full of all sums secured by this Mortgage as that phrase is defined in Paragraph 22 of this Mortgage. If Lender requires immediate payment in full under this Paragraph 26, Lender will take steps and may act as specified in the last paragraph of Paragraph 18.
27. If any fixture attached to the Property is removed or damaged, I will replace it immediately.
28. Within ten (10) days after Lender sends to me a notice requesting that I do so, I will give to Lender a written statement, called an estoppel certificate, of the amount that I owe Lender on the Note and this Mortgage and whether or not I have any rights or claims to reduce or not pay the amount Lender states that I owe.
29. Lender may require immediate payment in full, as that phrase is defined in Paragraph 22 of this Mortgage within thirty (30) days after Lender sends me a notice informing me of the passage of any new law requiring Lender to pay a tax or assessment because Lender is the holder of the Note and this Mortgage. If Lender requires immediate payment in full under this Paragraph 29, Lender will take the steps and may act as specified in the last paragraph of Paragraph 18 herein, notwithstanding anything herein contained to the contrary.
30. I agree to correct any violation of any law affecting the Property within ninety (90) days after I receive notice that any governmental body has determined the existence of such violation.
31. If Lender starts a foreclosure action: a) Lender may ask the court to appoint, without prior notice to me, and without reference to the value of the property, a Receiver to enter and take possession of the Property, to look after the Property and to collect rents from any tenants on the Property; b) I shall pay monthly in advance to Lender or to any Receiver a fair charge for the use of the Property that I occupy. If I do not pay this fair charge, Lender or the Receiver may sue to collect it or to remove me, or both; c) If there is a sale at foreclosure, I agree that the Property may be sold in one parcel. Lender may give the Note and this Mortgage to an attorney to foreclose or to collect money I owe under the Note and this Mortgage, or to remedy any of the promises I have not kept. If Lender does so, it may add all its legal fees, costs and other expenses to the amount I owe, together with interest at the rate specified in the Note.
32. I will not collect more than one (1) month's rent in advance from any tenant or occupant without Lender's written consent.
33. Any claim, demand or charge made against property in connection with an obligation that has not been fulfilled is known as a "lien". Notwithstanding the provisions of Paragraph 4 of this Mortgage, I agree to pay or satisfy all liens against the property that may be superior to all or a part of the lien of this Mortgage within thirty (30) days after Lender sends to me a written notice of the existence of such a lien.
34. I promise to furnish Lender with any documents or information which Lender may require in connection with making a change in the interest rate under the Note secured by this Mortgage, and I also promise to sign any document which Lender may require me to sign in connection with any such interest rate change.
35. The Lender may, after default, at its option, if so permitted by law, foreclose the mortgage so that the property may be sold subject to the mortgage given as security herein.
36. The Borrower shall not claim or demand or be entitled to receive any credit or credits on account of the principal or interest due or to grow due on this mortgage or the obligation intended to be secured hereby for taxes or other charges assessed against the Property or any part thereof.
37. I represent and warrant that the Property will be used as my primary residence, and I acknowledge that the Lender has relied on this representation and warranty in accepting the Note and this Mortgage at the Initial Interest Rate and terms of interest rate adjustment set forth in the Note, and in issuing the commitment for the loan secured by this Mortgage at the commitment and/or loan origination fee set forth in the commitment. Notwithstanding the provisions of Paragraph 6 of this Mortgage, in the event the Lender determines that I am not using the

premises as my primary residence at any time starting 30 days after the date of this Mortgage continuing to the first anniversary of this Mortgage, the Initial Interest Rate set forth in the Note will be increased by one percent (1%) per annum and the interest rate at each interest change date will be increased by an additional one percent (1%) above the adjusted interest rate calculated as set forth in the Note and Adjustable Rate Rider herein; said changes to be applied (a) retroactively from the date of this Mortgage to all unpaid and any previously paid principal, and (b) throughout the term of this Mortgage. In addition, an additional commitment fee of one percent (1%) of the original principal amount of the Loan shall be immediately due and payable. Failure by me to pay any amount due under this Paragraph within fifteen (15) days after notice thereof will give the Lender the right to require immediate payment in full under Paragraph 22 hereof.

38. In the event that I am also obtaining a bridge loan from Lender, covering the premises \_\_\_\_\_, any event of default under the loan documents for said bridge loan shall also be an event of default hereunder and shall entitle Lender to require immediate payment in full as set forth in Paragraph 22 hereof. Any default under any other loan of any kind that I may have with Lender now or in the future will also be an event of default under this Mortgage and the Note. Lender shall have a lien on any of my deposit balances now or hereafter on deposit with Lender; together with full authority to set off such deposit balances against the amounts due under this Mortgage and the Note, and Lender may at any time, without notice, after any event of default under this Mortgage or the Note, before or after any acceleration of the Note and this Mortgage, set off and apply any deposits I have with Lender or other debts owed to me by Lender against any monthly payments or other amounts due under this Mortgage or the Note.

39. Notwithstanding anything to the contrary contained in Paragraph 23 of this Mortgage, Lender may charge a reasonable fee for processing a payment of all amounts due under the Note and this Mortgage.

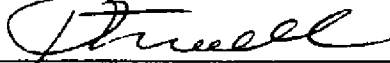
40. I agree that Paragraph 19 of this Mortgage is hereby deleted, and I shall have no right to reinstate the Note and this Mortgage after acceleration thereof under any provision of this Mortgage. I further agree that notwithstanding anything contained in Paragraph 22 I shall have no right to receive a notice of a right to reinstate after acceleration of this Mortgage.

41. Notwithstanding Paragraph 37 or any other provision contained in this Mortgage, if the Property is a 2 to 4 family residence, I will occupy at least one unit on the Property in compliance with Paragraph 6 of this Mortgage.

42. If Lender requires immediate payment in full or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property (C) manage the Property; and (D) sign, cancel and change leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 42, I agree that the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage. If there is a judgement for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgement is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 42 will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the sums secured. The costs of managing the property may include the receiver's fees, reasonable attorneys' fees and the cost of any necessary bonds.

43. In the event of any assignment or transfer of the Note and this Mortgage to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the provisions of Paragraphs 26 through 42 herein shall, upon such assignment or transfer, cease to be operative and shall be null and void

By signing this Rider, I agree to all of the above



Tadeusz Kurdziel



**EMIGRANT**  
MORTGAGE COMPANY, INC.  
7 WESTCHESTER PLAZA  
ELMSFORD, N. Y. 10523

**DEFAULT INTEREST RATE RIDER**

Loan #: [REDACTED]

The last sentence of Paragraph 2 of the Note is hereby deleted and the following provisions are substituted in its place in the Note, and added to the Mortgage or Security Agreement:

**Extended Default:** If, for any reason, (1) I fail to make a full monthly payment on or before the last day of the month in which said monthly payment is due; or (2) I fail to pay the entire amount due on my loan on the maturity date or other date on which I am required to make immediate payment in full of the entire amount due on my loan, whether by reason of acceleration of my loan or otherwise, and such default exists for more than thirty (30) days, or (3) I fail to perform any of my obligations under the loan note or the mortgage (Security Instrument) (or, if this is a loan on a cooperative apartment unit, the Collateral Note And Security Agreement) for more than thirty (30) days, then my loan, and any other connected or related loan held by you, will be in Extended Default, and I will be obligated to pay interest at the Default Interest Rate, as set forth below.

**Default interest Rate:** If I am in Extended Default, as described above, the interest rate on my loan, and on any other connected or related loan held by you (Note Holder), will be increased to 18.000 % per annum (the "Default Interest Rate") without prior notice to me, until either of the following two events occurs: (1) All amounts which are due and unpaid on the loan, including monthly payments and charges due (including interest at the Default Interest Rate imposed hereunder), are paid in full, and all other defaults under the loan documents have been cured, provided that the loan has not matured, by acceleration or otherwise, and I have complied with all requirements contained in the loan documents to correct defaults; or (2) The entire amount due on the loan, including all principal, interest (including interest at the Default Interest Rate imposed hereunder) and all other amounts and charges due, are paid in full. Interest at the Default Interest Rate will be charged from the first day of the month immediately following the month in which any monthly payment in Extended Default was due, or from the date of the occurrence of any other event which, after the passage of thirty (30) days, causes my loan to be in Extended Default. Accrual of interest at the Default Interest Rate shall be in addition to, and not in place of, any late fees or charges, or any other charges which may become due under the loan documents. In no event shall I be required to pay interest at an interest rate greater than the maximum interest rate permitted by law, or interest at the Default Interest Rate for a period greater than that permitted by law; in the event that you determine that interest at the Default Interest Rate is in excess of the above requirements, such excess will be credited to reduce the principal balance due on the loan. You may, at your option, notify me of the increase of the interest rate on my loan to the Default Interest Rate, and the increased monthly payment due by reason of the application of the Default Interest Rate, on subsequent monthly billing statements.

I agree to the terms of this Default Interest Rate Rider:

 <sup>31 PR.</sup>  
3.28.2008

Borrower Tadeusz Kurdziel Date Co-Borrower Date

Co-Borrower Date Co-Borrower Date

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 01/26/2022

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JUDGMENT DOCKET BOOK

DATA AS OF : 04/03/21

\*\*\*\*\* JUDGMENT DEBTOR \*\*\*\*\* ADDRESS \*\*\*\*\*

J-# J-AMT J-INT PLT OR SUM ST

TADEUSZ KURDZIEL	6037 56TH RD # 1R	MASPETH	NY11378	2	270	120.61	DSC6483
TADEUSZ LESZCZEWICZ	836 47TH ST # 2	BROOKLYN	NY11220	5	300	126.17	CJW4848
TADJIJEV DAVID	22A DAFFODIL LN	STATEN ISLAND NY	10314	1	175	.00	7744242361
TADMOR GILEAD	320 E 109TH ST	NY NY	10029	1	105	.00	7281290597
TADMOR GILEAD	320 E. 109TH ST #18	NY NY	10029	1	175	.00	7872436360
TADMOR GILEAD	320 E.109TH ST	NY NY	10029	1	105	.00	7984331480
TADROUS ALYSSA K	316 ELVERTON AVE	STATEN ISLAND	NY10308	4	343	92.89	GHJ6856
TADROUS ANDREW S	316 ELVERTON AVE	STATEN ISLAND	NY10308	4	342	84.15	HDS9993
TADROUS BONNIE D	316 ELVERTON AVE	STATEN ISLAND	NY10308	2	150	62.74	GXL2660
TADROUS KATRINA F	316 ELVERTON AVE	STATEN ISLAND	NY10308	2	245	54.08	JAK2682
TADROUS SAMY L	397 AVENUE X	BROOKLYN	NY11223	1	175	32.79	HJK9877
TAE SAN DESIGN INC	5120 65TH ST FL3	WOODSIDE	NY11377	2	210	94.42	GPV4448
TAE SAN DESIGN INC	5120 65TH ST FL 3	WOODSIDE	NY11377	1	125	57.30	88292MG
TAEB FARIDA A	50 MICHAEL LOOP	STATEN ISLAND	NY10301	1	75	8.88	JFC4633
TAER WILLIAM L	243 BAY 7TH ST	BROOKLYN	NY11228	3	145	14.87	HTD2741
TAEWON LEE	4325 164TH ST	FLUSHING	NY11358	4	500	173.38	T657170C
TAFARI ISHERMON	400 ROCKAWAY PKWY #	BROOKLYN	NY11212	3	375	53.62	GNH3142
TAFARI ISHERMON	400 ROCKAWAY PKWY #	BROOKLYN	NY11212	1	125	15.90	GNH3142
TAFFE AVIS A	1374 CARROLL ST	BROOKLYN	NY11213	1	75	.69	CHM3608
TAFFE CLEMENT	291 MONTGOMERY ST	BROOKLYN	NY11225	2	250	154.94	GKM2590
TAFFE MICHAELA E	2054 E 54TH ST	BROOKLYN	NY11234	1	175	42.99	HSZ3490
TAFFE NIGEL T	291 MONTGOMERY ST #	BROOKLYN	NY11225	2	230	39.70	BL73668
TAFFE NIGEL T	291 MONTGOMERY ST #	BROOKLYN	NY11225	6	800	139.23	ESE5009
TAFFE SHANE J	291 MONTGOMERY ST	BROOKLYN	NY11225	1	175	56.79	T646694C
TAFFE SHEMAR C	3018 CLARENDON RD	BROOKLYN	NY11226	5	565	95.95	HLA7715
TAFFE TRAVIS A	391 E 96TH ST # 1R	BROOKLYN	NY11212	1	125	75.51	GPH8532
TAFFE JOSHUA	18623 MANGIN AV	SAINT ALBANS NY	11412	1	175	.00	1371110141
TAFFE TRAVIS	391 E96TH ST	BROOKLYN NY	11212	1	105	.00	7603321475
TAEFFURI BARBARA A	5946 57TH DR	MASPETH	NY11378	1	95	26.77	EKW6164
TAFIA LASHINGTON	245 BEACH 139TH ST	ROCKAWAY PARK	NY11694	2	300	106.23	GDB4157
TAFIAMBAS GEORGIOS N	2843 STEINWAY ST # 2	ASTORIA	NY11103	2	150	16.98	HYS3150
TAFIYA ADRIENE M	71 OSGOOD AVE	STATEN ISLAND	NY10304	3	420	143.87	6YJB826 CA
TAFIYA-GREGORIO R	163 BOYD ST	STATEN ISLAND	NY10304	1	95	33.81	GDX4595
TAFRATE ROBERT H	338 E 92ND ST # 27	NEW YORK	NY10128	1	60	39.24	GFT4750
TAFRIZI EPHRAIM	440 QUENTIN RD	BROOKLYN	NY11230	1	125	.00	7501890377
TAFT JULE T	642 KNGSBRO 6 WLK 4E	BROOKLYN	NY11233	2	230	48.81	GGU9722
TAFT MICHAEL S	355 E 116TH ST # 3	NEW YORK	NY10029	1	175	72.69	39ST88
TAFT NEKEYA L	103 W 127TH ST # 3B	NEW YORK	NY10027	1	105	14.81	HXD8948
TAFUR ALEJANDRO	77 SULLIVAN PL # 10C	BROOKLYN	NY11225	2	200	21.95	JCB2952
TAFUR CARLOS A	45 THAYER ST # 3H	NEW YORK	NY10040	3	375	206.91	55521JZ

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NYC OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS  
MONTHLY JUDGEMENT FILE  
PERIOD ENDING: MARCH 31 - 2021

RUN DATE: 04/30/2021

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## PART 1 OF 2: CASES IN JUDGEMENT

RESPONDENT NAME SUMMONS NUMBER	RESPONDENT ADDRESS	ORDER DATE	NOTICE DATE	DOCKET DATE	BALANCE DUE	SATISE/VACAT
KUPER RLTY CORP 043308899X	21 ORCHARD STREET	05/18/15	07/02/15	07/15 NEW YORK NY 10002	\$25.00	
KUPERMAN MANAGEMENT CORP 035370973M	810 WEST 183RD STREET, APT 1F	02/19/19	04/05/19	05/19 NEW YORK NY 10033	\$500.00	
KUPERMAN MANAGEMENT CORP 035370974Y	810 WEST 183RD STREET, APT 1F	02/19/19	04/05/19	05/19 NEW YORK NY 10033	\$500.00	
KUPERSHTEYN, ROMAN 041326401X	2462 BRAGG STREET	06/01/16	07/19/16	09/16 BROOKLYN NY 11235	\$250.00	
KUPET CORP 011606393N	2642 FULTON STREET	01/14/21		05/21 BROOKLYN NY 11207	\$375.00	
KUPUPIKA, EVELYN B 0199397918	107-20 UNION HALL STREET	04/08/19	03/10/17	07/19 JAMAICA NY 11433	\$0.00	SAT 03/29/21
KUR REALTY LLC 0192789484	1171 MORRISON AVENUE	01/24/17	03/10/17	04/17 BRONX NY 10472	\$300.00	
KURASOV, PAVEL G 0180596240	6575 CAMELOT RD	11/26/14	01/12/15	02/15 RADFORD VA 24141	\$200.00	
KURBA, ABDELGADIR 046043037K	131 WEST 116 STREET	09/06/19	10/21/19	12/19 NEW YORK NY 10026	\$300.00	
KURBANOV, SHAMSHOD 0211516609	4024 MANHATTAN AVENUE	01/29/21	03/15/21	05/21 BROOKLYN NY 11224	\$150.00	
KURBONMAYNADOV, KHUSHBAKH 0197742775	422 READING RD	11/01/19	12/16/19	01/20 EDISON NJ 08817	\$75.00	
KURBONOV, AMIR 0194445819	1940 OCEAN AVENUE	09/22/17	11/06/17	12/17 BROOKLYN NY 11230	\$750.00	
KURBONOV, AMIR 0194430648	1940 OCEAN AVENUE	08/31/17	10/16/17	11/17 BROOKLYN NY 11230	\$375.00	
KURD CONTRACTING LLC 035285148X	612 BANNER AVENUE	02/28/18	04/16/18	05/18 BROOKLYN NY 11235	\$4,000.00	
KURD CONTRACTING LLC 035285149H	612 BANNER AVENUE	12/11/17	02/06/18	03/18 BROOKLYN NY 11235	\$1,250.00	
KURDZIEL, CECYLIA 0211072768	1104 BEDFORD AVENUE	08/18/20	10/02/20	12/20 BROOKLYN NY 11216	\$300.00	
KURDZIEL, TADEUZ 0211556272	137 KINGSTON AVENUE	12/14/20	01/29/21	04/21 BROOKLYN NY 11213	\$300.00	
KUREH, STEPHEN 0194162403	165 WEST 107 STREET	07/07/17	08/21/17	10/17 NEW YORK NY 10025	\$300.00	
KUREPIN, OLEG 042243620Z	2039 EAST 26 STREET	06/02/14	07/17/14	09/14 BROOKLYN NY 11229	\$250.00	
KUREPIN OLEG 035422204J	2039 EAST 26 STREET	08/19/19	10/03/19	11/19 BROOKLYN NY 11229	\$12,500.00	
KUREPIN, OLEG 035375647J	2039 EAST 26 STREET	05/28/19	07/12/19	08/19 BK NY 11229	\$6,250.00	
KURIAN, THOMAS V 0211400732	4310 DE REIMER AVENUE	11/04/20	12/21/20	02/21 BRONX NY 10466	\$300.00	
KURIS 0209937384	3762 BOSTON ROAD	03/04/20	04/20/20	06/20 BRONX NY 10469	\$300.00	
KURIST, DEBORAH 0197601443	307 SPRING STREET	11/09/18	12/24/18	02/19 NEW YORK NY 10013	\$150.00	