








## Property Report

**ORDER NUMBER:** 72698  
**BORROWER NAME:** MARGARET DURAND  
**PARCEL NUMBER:** 105.260-0003-042.000/0000  
**COUNTY:** Monroe

**SEARCH DATE:** 07/22/2015  
**EFFECTIVE DATE:** 07/03/2015

**33-35 Rainier St., Rochester, NY 14613**

	VESTING	MARGARET DURAND
	CHAIN OF TITLE	PROPER
	MORTGAGE / DOT	2 MORTGAGES FOUND
	JUDGMENTS / LIENS	NONE FOUND
	TAXES	DUE



**National Asset Management Group**  
2411 West La Palma Ave., Suite 350 Bldg 1  
Anaheim, CA 92801  
(714) 822-3344 • (800) 977-6264 Fax (714)  
822-3345

Ref: Client Name NAMG

<b>PROPERTY REPORT</b>
------------------------

**Customer:** NAMG

**Loan #:** 2233000390

**Order Date:** 07/17/2015

**Plant Date:** 07/03/2015

**Ref:** Javlin002

**Order ID:** 72698

**Property Address:** 33-35 Rainier St, Rochester, NY 14613

**If Applicable AKA:**

**County Name:** Monroe

**Assessor's Parcel Number:** 105.260-0003-042.000/0000

No guarantee is made regarding (A) matters affecting the beneficial interest of any Mortgage or Deed of Trust which may be shown herein as an exception, or (B) other matters which may affect any such mortgage or Deed of Trust.

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address



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**Ref: Client Name NAMG**

<b>Property Vesting</b>
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**The last recorded document Purporting transferring title to said land described herein shows the following:**

**Purported Owner :** MARGARET DURAND

**Document Type** : QUITCLAIM DEED  
**Volume/Page** : 10470/0142  
**Grantor** : JIHANE THERVIL  
**Grantee** : MARGARET DURAND  
**Execution Date** : 05/31/2007  
**Recorded Date** : 06/05/2007

**Document Type** : WARRANTY DEED  
**Volume/Page** : 10102/0012  
**Grantor** : MARGARET DURAND  
**Grantee** : JIHANE THERVIL  
**Execution Date** : 03/18/2005  
**Recorded Date** : 03/24/2005

**Document Type** : WARRANTY DEED  
**Volume/Page** : 10041/0112  
**Grantor** : LUDOVIC P. LAROCHE  
**Grantee** : MARGARET DURAND  
**Execution Date** : 10/28/2004  
**Recorded Date** : 10/29/2004



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(714) 822-3344 • (800) 977-6264 Fax (714)  
822-3345

Ref: Client Name NAMG

<b>Property Tax Information</b>
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**Note: The Tax information set forth above reflects current Year General Tax information only. The record property information Report does not provide information relating to supplemental Tax Bills and/or prior Years(s) defaulted Taxes.**

**ITEM A**

**TAX VALUE INFORMATION**

**Land Value** : \$4,300.00  
**Improvement Value** : \$31,700.00  
**Total Value** : \$36,000.00  
**Exemptions** : -

**TAX OBLIGATION INFORMATION**

**Tax Periods** : Annual  
**Tax Year** : 2015  
**Tax Amount** : \$4,481.25  
**Tax Status** : 2015 TAXES ARE DUE IN THE AMOUNT OF \$4,481.25.



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822-3345

---

**Ref: Client Name NAMG**

<b>Legal Description</b>
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**The land referred to in this property report is located in and described as follows per the Deed recorded above:**

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE CITY OF ROCHESTER, COUNTY OF MONROE AND STATE OF NEW YORK, KNOWN AND DISTINGUISHED AS LOT 49, GLENWOOD SUBDIVISION, AS SHOWN ON A MAP THEREOF FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 4 OF MAPS, AT PAGE 3 SAID LOT 49 IS SITUATE ON THE WEST SIDE OF RAINIER STREET AND IS 50 FEET WIDE, FRONT AND REAR, AND 121 FEET DEEP.



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822-3345

Ref: Client Name NAMG

**Official Records of the County where the Land is located shows the following Deed(s) of Trust affecting the Land:**

**ITEM 1**

**Document Type** : MORTGAGE  
**Volume/ Page** : 19262/0611  
**Document No.** : 200410290800  
**Loan Amount** : \$38,250.00  
**Maturity Date** : 11/01/2034  
**Grantor** : MARGARET DURAND  
**Beneficiary** : JPMORGAN CHASE BANK  
**Open End** : CLOSED  
**Execution Date** : 10/28/2004  
**Recorded Date** : 10/29/2004

**Comment** : NOTICE OF PENDENCY RECORDED IN VOLUME 1265, PAGE 132, DOCUMENT NO. 201402270444, ON 02/27/2014.

**Assigned To** : U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR PROF-2013-S3 REMIC TRUST VI  
**Volume/ Page** : 1762/149  
**Execution Date** : 08/21/2014  
**Recorded Date** : 09/29/2014

**Comment** :

**Assigned To** : GRANITE COMMUNITY RECOVERY FUND TRUST  
**Volume/ Page** : 1768/261  
**Execution Date** : 01/15/2015  
**Recorded Date** : 01/20/2015

**Comment** :



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Anaheim, CA 92801  
(714) 822-3344 • (800) 977-6264 Fax (714)  
822-3345

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**Ref: Client Name NAMG**

**Assigned To** : GRANITE COMMUNITY RECOVERY FUND LLC.  
**Volume/ Page** : 1777/41  
**Execution Date** : 04/03/2015  
**Recorded Date** : 06/22/2015

**Comment** :

**ITEM 2**

**Document Type** : NOTE & MORTGAGE  
**Volume/ Page** : 19262/0634  
**Document No.** : 200410290801  
**Loan Amount** : \$2,250.00  
**Maturity Date** : -  
**Grantor** : MARGARET DURAND  
**Beneficiary** : LUDOVIC P LAROCHE  
**Open End** : CLOSED  
**Execution Date** : 10/28/2004  
**Recorded Date** : 10/29/2004



**National Asset Management Group**  
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Anaheim, CA 92801  
(714) 822-3344 • (800) 977-6264 Fax (714)  
822-3345

---

Ref: Client Name NAMG

**Official Records of the County shows the General Index matters against the purported Owners as follows:**

\*NONE FOUND OF RECORD.

The effect of documents, proceedings, liens, decrees or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and will require a statement of information from vestees in order to complete this report.

#### **Limitation of Liability**

**Recipient recognizes that it is difficult to determine the extent of damages which could arise from any error or omission in this Report. Recipient recognizes that the Fee charged is nominal in relation to the potential damages or liabilities arising from any such error or omission. As a part of the consideration given in exchange for the issuance of this Report, the Recipient agrees that the Company's sole liability for any loss or damage arising by reason of any error or omission contained herein shall be limited by this paragraph. In no event shall such liability exceed the Fee amount charged for this report.**



MONROE COUNTY CLERK'S OFFICE

Return To:

MARGARET DURAND  
2021 EAST 41ST APT 6C  
BROOKLYN NY 11234 2915

THERVIL  
JIHANE  
DURAND  
MARGARET

Index DEEDS

Book 10470 Page 0142

No. Pages 0003

Instrument DEED

Date : 6/05/2007

Time : 12:28:00

Control # 200706050547

TT# TT 0000 020083

Employee ID JM40

MORTGAGE TAX

TRANS TAX	\$	.00
FILE FEE-S	\$	66.00
FILE FEE-C	\$	9.00
FILE FEE-S	\$	19.00
FILE FEE-C	\$	8.00
REC FEE	\$	9.00
MISC FEE-C	\$	5.00
	\$	.00
	\$	.00

Total: \$ 116.00

MORTGAGE AMOUNT	\$	.00
BASIC MORTGAGE TAX	\$	.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$	.00
Total	\$	.00

STATE OF NEW YORK  
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT \$ .00

TRANSFER TAX \$ .00

Cheryl Dinolfo  
Monroe County Clerk



D104700142

2

## QUITCLAIM DEED

**THIS INDENTURE** is made this 31st day of May, 2007

**BETWEEN** JIHANE THERVIL, residing at 2021 E 41<sup>st</sup> Street – Apartment 6C,  
Brooklyn, New York 11234-2915

(hereinafter the "Grantor"), and

MARGARET DURAND, residing at 2021 E 41<sup>st</sup> Street – Apartment 6C, Brooklyn, New  
York 11234-2915

(hereinafter the "Grantee")

**WITNESSETH**, that the Grantor, in consideration of ONE AND MORE (\$1 00+) Dollars  
paid by the Grantee, hereby grants and releases unto the Grantee, and Grantee's heirs, successors and  
assigns forever,

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Rochester, County of  
Monroe and State of New York, known and distinguished as Lot 49, Glenwood Subdivision, as  
shown on a map thereof filed in the Monroe County Clerk's Office in Liber 4 of Maps, at page 3  
Said Lot 49 is situate on the west side of Rainier Street and is 50 feet wide, front and rear, and 121  
feet deep.

Subject to any covenants, easements or restrictions of record, if any, affecting said premises

Being and hereby intending to convey the same premises conveyed to JIHANE THERVIL,  
party of the first part, by Warranty Deed dated March 18, 2005 and recorded on March 24, 2005 in  
the Monroe County Clerk's Office in Liber 10102 of Deeds, page 0012.

Tax Account No	105 26-3-42
Property Address	33-35 Rainier Street, Rochester, New York 14613
Tax Mailing Address	2021 E 41 <sup>st</sup> Street – Apartment 6C, Brooklyn, New York 11234-2915

**TOGETHER** with the appurtenances and all estate and rights of the Grantor in and to the  
Premises

**TO HAVE AND TO HOLD** the Premises herein granted unto the Grantee, and Grantee's  
heirs, successors and assigns forever

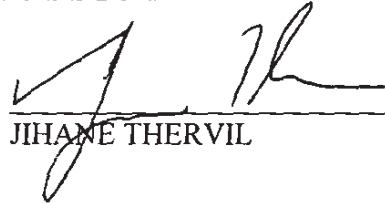
This Deed is subject to the trust provisions of Section 13 of the Lien Law

record & return to  
MARGARET DURAND  
2021 EAST 41<sup>ST</sup> ST APT 6C  
BROOKLYN NY 11234-2915

2007 JUN -5 PM 1:28  
MONROE CO CLERK'S OFFICE

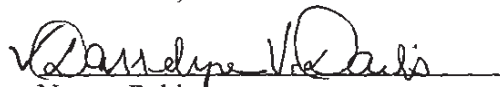
The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires

IN WITNESS WHEREOF, the Grantor has executed this Deed

  
JIHANE THERVIL

STATE OF NEW YORK)  
COUNTY OF MONROE) ss .

On the 31st day of May, 2007, before me, the undersigned, personally appeared JIHANE THERVIL, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

  
Notary Public

**DARRELYNE V. DAVIS**  
Notary Public, State of New York  
No. 01DA8138379  
Qualified in Suffolk County  
Commission Expires January 9, 20 10

MONROE COUNTY CLERK'S OFFICE

Return To:

MARGARET DURAND  
2021 EAST 41ST ST  
BROOKLYN NY 11234-2915

DURAND  
MARGARET  
THERVIL  
JIHANE

Index DEEDS

Book 10102 Page 0012

No. Pages 0003

Instrument DEED

Date : 3/24/2005

Time : 12:02:00

Control # 200503240393

TT# TT 0000 016066

Employee ID LS40

MORTGAGE TAX

FILE FEE-S	\$	66.00	MORTGAGE AMOUNT	\$	.00
FILE FEE-C	\$	9.00			
FILE FEE-S	\$	19.00	BASIC MORTGAGE TAX	\$	.00
FILE FEE-C	\$	8.00			
REC FEE	\$	9.00	SPEC ADDIT MTG TAX	\$	.00
TRANS TAX	\$	.00			
MISC FEE-C	\$	5.00	ADDITIONAL MTG TAX	\$	.00
	\$	.00			
	\$	.00	Total	\$	.00
Total:	\$	116.00			

STATE OF NEW YORK  
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

Cheryl Dinolfo  
Monroe County Clerk



D101020012

WARRANTY DEED

THIS INDENTURE, made the 18 day of MARCH, Two Thousand Five, 2005 MAR 24 PM 12:02  
MONROE COUNTY CLERK  
between

MARGARET DURAND, residing at 2021 E. 41<sup>st</sup> Street – Apartment 6C, Brooklyn,  
New York 11234-2915,

Grantor and

JIHANE THERVIL, residing at 2021 E. 41<sup>st</sup> Street – Apartment 6C, Brooklyn, New York  
11234-2915

Grantee,

WITNESSETH, that the Grantor, in consideration of One Dollar (\$1.00) and other good  
and valuable consideration paid by the Grantee, hereby grant and release unto the Grantee and the  
distributees and assigns of the Grantee forever,

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Rochester,  
County of Monroe and State of New York, known and distinguished as Lot 49, Glenwood  
Subdivision, as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 4 of  
Maps, at page 3. Said Lot 49 is situate on the west side of Rainier Street and is 50 feet wide,  
front and rear, and 121 feet deep.

Subject to all covenants, easements and restrictions of record, if any, affecting said  
premises.

Being the same premises conveyed to the party of the first part by Warranty Deed dated  
October 28, 2004 and recorded October 29, 2004 in the Office of the Monroe County Clerk in  
Liber 10041 of Deeds, page 0112.

TAX ACCOUNT NUMBER : 105.26-3-42

PROPERTY ADDRESS: 33 – 35 Rainier Street  
Rochester, New York 14613

TAX MAILING ADDRESS: 2021 E. 41<sup>st</sup> Street  
Brooklyn, New York 11234-2915

record & return to  
MARGARET DURAND  
2021 EAST 41<sup>ST</sup> ST  
BROOKLYN NY 11234-2915

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, and the distributees and assigns of the Grantee, forever.

AND said Grantor covenants as follows:

FIRST, that the Grantee shall quietly enjoy the said premises;

SECOND, that Grantor will forever WARRANT the title to said premises;

THIRD, that, in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund 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.

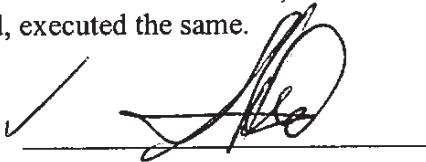
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

In presence of:

  
MARGARET DURAND

STATE OF NEW YORK)  
COUNTY OF Kings ) ss.:

On the 18<sup>th</sup> day of March, in the year 2005, before me, the undersigned, a notary public in and for said State, personally appeared MARGARET DURAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the Instrument, the individual, or the person on behalf of which the individual acted, executed the same.



EMILIO PANTALEON  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 01PA5079443  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES JUNE 9, 2007  
3/18/05

MONROE COUNTY CLERK'S OFFICE

Return To:

MARGARET DURAND  
2071 FLATBUSH AVENUE  
BROOKLYN NY 11234

LAROCHE  
LUDOVIC  
DURAND  
MARGARET

P

Index DEEDS

Book 10041 Page 0112

No. Pages 0003

Instrument DEED

Date : 10/29/2004

Time : 2:23:00

Control # 200410290798

TT# TT 0000 006952

Employee ID LS40

MORTGAGE TAX

FILE FEE-S	\$	66.00
FILE FEE-C	\$	9.00
FILE FEE-S	\$	19.00
FILE FEE-C	\$	8.00
REC FEE	\$	9.00
TRANS TAX	\$	180.00
MISC FEE-C	\$	5.00
	\$	.00
	\$	.00

Total: \$ 296.00

MORTGAGE AMOUNT	\$	.00
BASIC MORTGAGE TAX	\$	.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$	.00
Total	\$	.00

STATE OF NEW YORK  
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT \$ 45,000.00

TRANSFER TAX \$ 180.00

Cheryl Dinolfo  
Monroe County Clerk



D100410112

P  
180  
WARRANTY DEED: Full Covenants, Corp. or Ind.

THIS INDENTURE made the 28<sup>TH</sup> day of October, 2004 2004 OCT 29 PM 2:23

BETWEEN Ludovic P. Laroche, Grantor, residing at 133 Wildwood Drive, Rochester, New York 14616, and MONROE COUNTY CLERK

Margaret Durand, Grantee, residing at 2021 East 41<sup>st</sup> Street, Apt. 6C, Brooklyn, New York 11234,

WITNESSETH, that the grantor, in consideration of ONE Dollars, (\$1.00) paid by the grantee hereby grants and releases unto the grantee, the heirs or successor and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as Lot 49, Glenwood Subdivision, as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 4 of Maps at page 3. Said Lot 49 is situate on the west side of Rainier Street and is 50 feet wide, front and rear, and 121 feet deep.

Subject to all covenants, easements, and restrictions of record, affecting said property, if any.

Being and intending to convey the same premises conveyed to Grantor by deed dated August 10, 2004 and recorded August 12, 2004 in the Monroe County Clerk's Office in Liber 10003 of Deeds at page 68.

Tax Account No.: 105.26-3-42  
Tax Mailing Address: 2071 Flatbush Ave, Brooklyn, NY 11234  
Property Address: 33-35 Rainier Street, Rochester, New York 14613,

TOGETHER with the appurtenances, and all the estate and rights of the grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee, their heirs or successors and assigns forever.

AND the said grantor covenants as follows:

FIRST. That the grantor is seized of the said premises in fee simple, and has good right to convey the same;

SECOND. That the grantee shall quietly enjoy the said premises;

THIRD. That the said premises are free from incumbrances;

FOURTH. That the grantor will execute or procure any further necessary assurance of the title to said premises;

rec'd & return to  
MARGARET DURAND  
2071 Flatbush Ave  
B'KLYN NY 11234  
1



**FIFTH.** That the grantor will forever warrant the title to said premises;

This deed is subject to the trust provisions of Section 13 of the Lien Law.

The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

**IN WITNESS WHEREOF**, the grantor has executed this deed the day and year first above written.

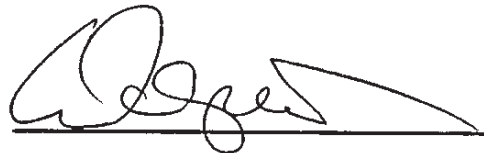
**IN PRESENCE OF**

 [L.S.]  
Ludovic P. Laroche

\_\_\_\_\_ [L.S.]

STATE OF NEW YORK, MONROE COUNTY ss.:

On the 28 day of October in the year 2004, before me, personally appeared **Ludovic P. Laroche**, 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

RECORD & RETURN TO:

**DENNIS M. HYATT**  
Notary Public, State Of New York  
Monroe County  
Commission Expires February 28, 20 06

MONROE COUNTY CLERK'S OFFICE

Return To:

JPMORGAN CHASE  
10790 RANCHO BERNARDO RD  
SAN DIEGO CA 92127

DURAND  
MARGARET  
JPMORGAN CHASE BANK

Index MORTGAGES

Book 19262 Page 0611

No. Pages 0023

Instrument MORTGAGE-SF

Date : 10/29/2004

Time : 2:23:00

Control # 200410290800

MTG# M# CV 031081

Employee ID LS40

MORTGAGE TAX

FILE FEE-S	\$	19.00
FILE FEE-C	\$	8.00
REC FEE	\$	69.00
MISC FEE-C	\$	.00
B MTG TAX	\$	191.00
S MTG TAX	\$	70.50
SA MTG TAX	\$	95.50
	\$	.00
	\$	.00

Total: \$ 453.00

MORTGAGE AMOUNT	\$	38,250.00
BASIC MORTGAGE TAX	\$	191.00
SPEC ADDIT MTG TAX	\$	70.50
ADDITIONAL MTG TAX	\$	95.50
Total	\$	357.00

STATE OF NEW YORK  
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

Cheryl Dinolfo  
Monroe County Clerk



M192620611

RECORDED

2004 OCT 29 PM 2:23  
MONROE COUNTY CLERK

Return To  
JPMorgan Chase Bank

Att Document Control,  
Dept 400, 10790 Rancho  
Bernardo Rd, San Diego,  
CA 92127

Prepared By  
Sierra, Renee

[Space Above This Line For Recording Data]

## MORTGAGE

### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated October 28, 2004 together with all Riders to this document, will be called the "Security Instrument "  
(B) "Borrower." **MARGARET DURAND**

whose address is 2021 E 41ST ST  
BROOKLYN, New York 11234  
sometimes will be called "Borrower" and sometimes simply "I" or "me "  
(C) "Lender." JPMorgan Chase Bank

will be called "Lender " Lender is a corporation or association which exists under the laws of  
New York Lender's address is 1 Chase Manhattan Plaza  
New York, New York 10081

1094943334

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3033 1/01

VMP-6(NY) (6005) C4

Page 1 of 17

in 'ials

VMP MORTGAGE FORMS (500)521 7291

(D) "Note " The note signed by Borrower and dated October 28, 2004, will be called the "Note " The Note shows that I owe Lender Thirty-Eight Thousand Two Hundred Fifty and 00/100ths

Dollars (U S \$38,250 00 ) plus interest and other amounts that may be payable I have promised to pay this debt in Periodic Payments and to pay the debt in full by November 1, 2034

(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 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 type="checkbox"/> Other(s) [specify]

(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

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**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

33 35 RAINIER ST

ROCHESTER

[City, Town or Village] , New York 14613

[Street]

[Zip Code]

This Property is in Monroe

County It has the following legal

description See Attached Schedule A

Single  
105.263-42

(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

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**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.

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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.

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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

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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)

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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.

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**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

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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

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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

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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 spill, 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

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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

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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

\_\_\_\_\_  
MARGARET DURAND (Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

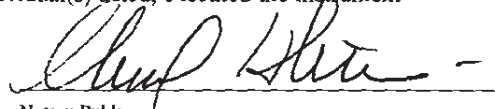
1094943334

STATE OF NEW YORK, Monroe

County ss

On the 28TH day of October, 2004 before me, the undersigned, a notary public in and for said state, personally appeared **MARGARET DURAND**

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

Tax Map Information

**CHARLES H. GITHLER, II**  
Notary Public, State of New York  
Ontario County, Reg # 4841707  
Commission Expires July 31, 2005

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WMP-6(NY) (C365) 04

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Initials 

Form 3033 1/01

Loan # 1094943334

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

THIS 1-4 FAMILY RIDER is made this 28TH day of October, 2004 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 JPMorgan Chase Bank

(the "Lender") of the same date and covering the property described in the Security Instrument and located at 33 35 RAINIER ST  
ROCHESTER, New York 14613

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, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this 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 Uniform Covenant 5.

**E "BORROWER'S RIGHT TO REINSTATE" DELETED** Uniform Covenant 19 is deleted.

**F BORROWER'S OCCUPANCY** With regard to non-owner occupied investment properties, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. For all properties, all remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**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 Paragraph 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 breach 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 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 cost 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 Uniform Covenant 9.

Borrower represents and warrants that 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.

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

Margaret Durand 10/28/04  
Borrower MARGARET DURAND Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

### *Schedule A*

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as Lot 49, Glenwood Subdivision, as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 4 of Maps at page 3 Said Lot 49 is situate on the west side of Rainier Street and is 50 feet wide, front and rear, and 121 feet deep

105,263-42  
Single



MONROE COUNTY CLERK'S OFFICE  
ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Return To:

JPMORGAN CHASE BANK NATIONAL ASSOCIATION  
LAROCHÉ, LUDOVIC P  
DURAND, MARGARET

Receipt # 1040040

Index NOTICE OF PENDENCY

Book 1265 Page 132

No. Pages : 4

Instrument NOTICE OF PENDENCY MORTGAGE  
FORECLOSURE

Date : 02/27/2014

Time : 02:44:49PM

Control # 201402270444

Film # MCV031081

Index # I2014002310

Employee : TracyC

COUNTY FEE REC NOT PENDY	\$	16.00
RECORDING FEE	\$	19.00

Total \$ 35.00

State of New York

MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

CHERYL DINOLFO

MONROE COUNTY CLERK



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF MONROE

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION F/K/A JPMORGAN CHASE BANK,

Plaintiff,

— against —

MARGARET DURAND, LUDOVIC P. LAROCHE,

and JOHN DOE AND JANE DOE #1 through #7, the last  
seven (7) names being fictitious and unknown to the  
plaintiff, the persons or parties intended being the tenants,  
occupants, persons or parties, if any, having or claiming an  
interest in or lien upon the mortgaged premises described in  
the Complaint,

Defendants.

**NOTICE OF PENDENCY**

INDEX NO. 14/2310

Original Filed With  
Clerk on

2014 FEB 27 PM 2:42  
FILED

NOTICE IS HEREBY GIVEN, that an action has been commenced and is now pending  
in this Court upon the Complaint of the above-named plaintiff and against the above-named  
defendants and filed herewith in The Office of the Monroe County Clerk of the foreclosure of a  
Mortgage, dated October 28, 2004, executed by the defendant, Margaret Durand, as mortgagor,  
to JPMorgan Chase Bank, as mortgagee, to secure the sum of \$38,250.00, which mortgage was  
duly recorded in The Monroe County Clerk's Office on October 29, 2004, in Book 19262 at Page  
0611. MCV031081

AND, NOTICE IS FURTHER GIVEN that the mortgaged premises affected by the said  
foreclosure action, were at the time of the commencement of this action and at the time of the  
filing of this Notice situated in the County of Monroe and State of New York, designated as  
Section 105.26, Block 3 and Lot 42, and are more fully described in Schedule A annexed hereto.

The Monroe County Clerk is directed to index this Notice to the name of defendant,  
Margaret Durand, and against the following parcels of property shown on the official Tax Map  
of the County of Monroe, as follows:

Premises known as 33 35 Rainier Street, Rochester, NY 14613

Section 105.26, Block 3 and Lot 42

Dated: Huntington, NY  
February 26, 2014

Respectfully submitted,

**STIENE & ASSOCIATES, P.C.**



By: Christopher Virga  
Attorneys for Plaintiff  
187 East Main Street  
Huntington, NY 11743  
(631) 935-1616

**SCHEDULE A**  
**DESCRIPTION OF MORTGAGED PREMISES**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as Lot 49, Glenwood Subdivision, as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 4 of Maps at page 3. Said Lot 49 is situate on the west side of Rainier Street and is 50 feet wide, front and rear, and 121 feet deep.

MONROE COUNTY CLERK'S OFFICE  
ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1139747

Index ASSIGNMENT OF MORTGAGE

Book 1762 Page 149

No. Pages : 3

Instrument ASSIGNMENT OF MORTGAGE

Date : 09/29/2014

Time : 01:38:00PM

Control # 201409290561

Mortgage # MCV031081

Employee : AlanaM

Return To:

PEIRSONPATTERSON LLP  
13750 OMEGA ROAD  
DALLAS, TX 75244-4505

JPMORGAN CHASE BANK NA

US BANK NATIONAL ASSOCIATION  
PROF-2013-S3 REMIC TRUST VI

COUNTY FEE NUMBER PAGES	\$	10.00
RECORDING FEE	\$	45.50

Total \$ 55.50

State of New York

MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

CHERYL DINOLFO

MONROE COUNTY CLERK



FI182-201409290561-3

After recording please mail to:  
PEIRSONPATTERSON, LLP  
ATTN: RECORDING DEPT.  
13750 OMEGA ROAD  
DALLAS, TX 75244-4505

RECORDED  
2014 SEP 29 PM 1:38  
MONROE COUNTY CLERK

[Space Above This Line For Recording Data]

Loan No.: 0018728329

## NEW YORK ASSIGNMENT OF MORTGAGE

For Value Received, JPMorgan Chase Bank, N.A. f/k/a JPMorgan Chase Bank, the undersigned holder of a Mortgage (herein "Assignor"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203 does hereby grant, sell, assign, transfer and convey, unto U.S. Bank National Association, as trustee for PROF-2013-S3 REMIC Trust VI, (herein "Assignee"), whose address is 60 Livingston Avenue, EP-MN-WS3D, Attention: Structured Finance Services – PROF, St. Paul, MN 55107, all beneficial interest under a certain Mortgage dated October 28, 2004 and recorded on October 29, 2004, made and executed by MARGARET DURAND, to and in favor of JPMORGAN CHASE BANK, upon the following described property situated in MONROE County, State of New York:  
Property Address: 33 35 RAINIER ST, ROCHESTER, NY 14613

such Mortgage having been given to secure payment of Thirty Eight Thousand Two Hundred Fifty and 00/100ths (\$38,250.00), which Mortgage is of record in Book, Volume or Liber No. 19262, at Page 0611 (or as No. 200410290800), in the Office of the County Clerk or Register of MONROE County, State of New York.

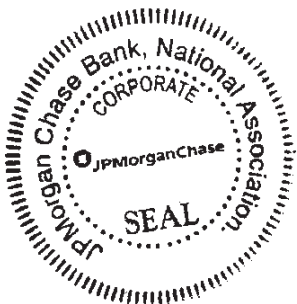
MCV 031081

This assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.



IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on  
08/21/2014



Assignor:  
JPMorgan Chase Bank, N.A. f/k/a JPMorgan Chase Bank

By:

Joshua L. McClinton

Its:

**VICE PRESIDENT**

**ACKNOWLEDGMENT**

State of Louisiana

Parish of Ouachita

§  
§  
§

On the 21<sup>st</sup> day of August in the year 2014 before me, the undersigned, personally appeared Joshua L. McClinton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Individual Taking Acknowledgment

Y.K. Wilson  
Notary Public #064399  
Ouachita Parish, LA  
Lifetime Commission

Printed Name

Y. K. Wilson

**NOTARY PUBLIC**

Office of Individual Taking Acknowledgment

(Seal)

My Commission Expires:

**LIFETIME**



MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

Return To:

AVENUE 365 LENDER SERVICES LLC  
401 PLYMOUTH ROAD  
SUITE 550  
PLYMOUTH MEETING, PA 19462-

US BANK NATIONAL ASSOCIATION

GRANITE COMMUNITY RECOVERY FUND TRUST

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1186206

Index ASSIGNMENT OF MORTGAGE

Book 1768 Page 261

No. Pages : 5

Instrument ASSIGNMENT OF MORTGAGE

Date : 01/20/2015

Time : 10:04:53AM

Control # 201501200216

Mortgage # MCV031081

Employee : DianeA

COUNTY FEE NUMBER PAGES	\$	20.00
RECORDING FEE	\$	45.50

Total \$ 65.50

State of New York

MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

CHERYL DINOLFO

MONROE COUNTY CLERK



PI182-201501200216-5



RECORDED

2015 JAN 20 AM 10:04

MONROE COUNTY CLERK

Order Number: 159711

After Recording Return To:  
Avenue 365 Lender Services  
401 Plymouth Road, Ste 550  
Plymouth Meeting, PA 19462

M CV031081

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.

**ASSIGNMENT OF MORTGAGE**

For valuable consideration paid, U.S. Bank National Association, as trustee for PROF-2013-S3 REMIC Trust VI, whose address is 60 Livingston AVE, EP-MN-WS3D, St. Paul, MN 55107, the holder of the mortgage described as follows:

That certain Mortgage made by MARGARET DURAND to JPMORGAN CHASE BANK in the amount of \$38,250.00 and recorded on 10/29/2004 at Book: 19262 Page: 611, Instrument#: 200410290800, and relating to that specific property described in Exhibit A, attached hereto, located in the County of Monroe, State of New York and commonly known as that real property located at 33 35 RAINIER ST, ROCHESTER, NEW YORK 14613, with the Parcel Number of \_\_\_\_\_ and is hereby assigned to Granite Community Recovery Fund Trust, whose address is 18201 Von Karman Avenue, Suite 450, Irvine, CA 92612.

Which is a lien on the real property described below in Exhibit A, attached hereto, does hereby convey, grant, sell, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens and any rights due or to become due thereon to Granite Community Recovery Fund Trust, whose address is 18201 Von Karman Avenue, Suite 450, Irvine, CA 92612

See Exhibit B, attached hereto, for Chain of Assignments relating to the above described Mortgage.

Property Address: 33 35 RAINIER ST, ROCHESTER, NEW YORK 14613

Executed by the undersigned this 15<sup>th</sup> of January, 2014.

**U.S. Bank National Association, as trustee for PROF-2013-S3 REMIC Trust VI, by Avenue 365 Lender Services LLC, its attorney-in-fact**

By: [Signature]

Name: Matthew Stubbe

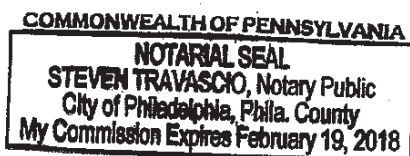
Its: Authorized Signatory

Acknowledgment for use outside New York State Only:  
(Out of State or Foreign General Acknowledgment Certificate)

Power of Attorney recorded in Miami-Dade County, Florida as CFN: 20140735263, Book 29361, Page 639

STATE OF PA  
COUNTY OF Montgomery  
(Complete Venue with State, Country, Province or Municipality.)

On the 15 day of January, in the year 2014<sup>5</sup>, before me, the undersigned, personally appeared X Matthew Stubbe its Authorized Signatory on behalf of **U.S. Bank National Association, as trustee for PROF-2013-S3 REMIC Trust VI, by Avenue 365 Lender Services LLC, its attorney-in-fact** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(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 State of PA, County of Montgomery (Insert the City or other political subdivision and the State or Country or other place the acknowledgment was taken.)



[Signature]  
Signature of Notary Public  
Steven Travascio

My commission expires: 2/19/18

This instrument prepared by: Jay Rosenberg, Esq., and reviewed by Ross M. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209. (513) 247-9605.

**Property Address: 33 35 RAINIER ST, ROCHESTER, NEW YORK 14613**

***STEWART TITLE INSURANCE COMPANY***

***Schedule A***

*continued*

***Crossroads No. 157393***

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as Lot 49, Glenwood Subdivision, as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 4 of Maps at page 3. Said Lot 49 is situate on the west side of Rainier Street and is 50 feet wide, front and rear, and 121 feet deep.

Exhibit B

Chain of Assignments

Such Mortgage having been given to secure payment of thirty eight thousand two hundred fifty and 00/100ths (38,250.00), which mortgage is of recorded in Liber No: 19262, at Page: 0611 (or its No: 200410290800), in the office of the county clerk or register of Monroe County, State of New York.

Said mortgage was assigned from JPMorgan Chase Bank, N.A. f/k/a JPMorgan Chase Bank to U.S. Bank National Association, as trustee for PROF-2013-S3 REMIC Trust VI recorded on 9/29/2007, in Book No: 1762, Page: 149, or its No: 201409290561, in the office of the county clerk or register of Monroe County, State of New York.

MONROE COUNTY CLERK'S OFFICE  
ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1257381

Index ASSIGNMENT OF MORTGAGE

Book 1777 Page 41

No. Pages : 3

Instrument ASSIGNMENT OF MORTGAGE

Date : 06/22/2015

Time : 02:56:38PM

Control # 201506220695

Mortgage # MCV031081

Employee : DianeA

Return To:

T D SERVICE COMPANY  
PO BOX 11988  
SANTA ANA, CA 92711-9826

GRANITE COMMUNITY RECOVERY FUND TRUST  
GRANITE COMMUNITY RECOVERY FUND LLC

COUNTY FEE NUMBER PAGES	\$	10.00
RECORDING FEE	\$	45.50

Total \$ 55.50

State of New York

MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

CHERYL DINOLFO

MONROE COUNTY CLERK



PI182-201506220695-3

RECORDED

2015 JUN 22 PM 2:36  
MONROE COUNTY CLERK

WHEN RECORDED MAIL TO:

Granite Loan Solutions  
18201 Von Karman Avenue, Suite 450  
Irvine, CA 92612

GLS Loan Number: 1541031

[Space Above This Line For Recording Data]

Loan# 2233000390  
4212897DT1

**ASSIGNMENT OF MORTGAGE**

County of **MONROE**, State of **NEW YORK**

Assignor: **Granite Community Recovery Fund Trust**, whose address is 18201 Von Karman Avenue, Suite 450, Irvine, CA 92612

Assignee: **Granite Community Recovery Fund LLC**, whose address is 18201 Von Karman Avenue, Suite 450, Irvine, CA 92612.

Original Lender: **JPMorgan Chase Bank**

Mortgage made by **MARGARET DURAND** dated **10/28/2004** in the amount of **Thirty-Eight Thousand Two Hundred Fifty dollars and 00/100 (\$38,250.00)** and interest recorded on **10/29/2004** in the Office of the Clerk of the County of **MONROE** at Certificate/Docket Number **200410290800** in Book: **19262 Page: 0611**

Property Address: **33 35 RAINIER ST, ROCHESTER, NY 14613**  
Section: 105.26 Block: 3 Lot: 42

MCV031081

**Prior recorded Assignments:**

1. JPMorgan Chase Bank, N.A., f/k/a JPMorgan Chase Bank to U.S. Bank National Association, as Trustee for PROF-2013-S3 REMIC Trust VI recorded on 09/29/2014 as Instrument # 201409290561 in Bk 1762, Pg 149.
2. U.S. Bank National Association, as Trustee for PROF-2013-S3 REMIC Trust VI to Granite Community Recovery Fund Trust recorded on 1/20/2015 as Instrument # 201501200216 in Bk 1768, Pg 261.

Know that All Men By These Present in consideration of the sum of One and No/100<sup>th</sup> Dollars and other good valuable consideration, paid to the above Named assignor, the receipt and sufficiency of which is hereby acknowledged the Said Assignor hereby assigns, unto the above named Assignee the said Mortgage, Together with all moneys now owing or that may hereafter become due or owing in Respect thereof, and full benefit of the powers and of all the covenants and Provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

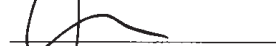
**TO HAVE AND TO HOLD** the said Mortgage and Note, and also the said property unto the said Assignee forever, to the terms contained in said Mortgage and Note.

**THIS** Assignment is not subject to the requirement of Section 275 of the Real Property Law because it is within the secondary mortgage market.

**IN WITNESS WHEREOF**, the Assignor has caused these presents to be signed by its duly authorized officer this 3<sup>rd</sup> day of April, 2015

**IN PRESENCE OF**

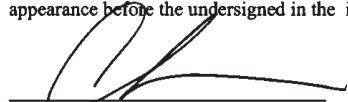
**Granite Community Recovery Fund Trust**  
By: Granite Community Recovery Fund, LLC  
Its: Trust Administrator

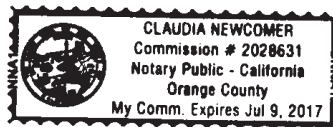
  
Jeffrey D. Merrick  
Its Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                     )  
   ) ss.:  
COUNTY OF ORANGE                     )

On the 3<sup>rd</sup> day of April in the year 2015 before me Claudia Newcomer, the undersigned, personally appeared Jeffrey D. Merrick, Manager, 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 their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the in the State of California.

  
Notary Public: Claudia Newcomer  
My Commission Expires: 07/09/2017



Prepared By: Bill Nguyen  
Granite Loan Solutions  
18201 Von Karman Avenue, Suite 450  
Irvine, CA 926121

MONROE COUNTY CLERK'S OFFICE

Return To:

LUDOVIC LAROCHE  
133 WILDWOOD DRIVE  
ROCHESTER NY 14616

DURAND  
MARGARET  
LAROCHE  
LUDOVIC

P

Index MORTGAGES

Book 19262 Page 0634

No. Pages 0005

Instrument MTG-NAT PER-SF

Date : 10/29/2004

Time : 2:24:00

Control # 200410290801

MTG# M# CV 031082

Employee ID LS40

MORTGAGE TAX

FILE FEE-S	\$	19.00
FILE FEE-C	\$	13.00
REC FEE	\$	15.00
MISC FEE-C	\$	.00
B MTG TAX	\$	11.00
S MTG TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00

Total: \$ 58.00

MORTGAGE AMOUNT	\$	2,250.00
BASIC MORTGAGE TAX	\$	11.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$	.00
Total	\$	11.00

STATE OF NEW YORK  
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

Cheryl Dinolfo  
Monroe County Clerk



M192620634



**NOTE AND MORTGAGE**

RECORDED

THIS NOTE AND MORTGAGE, made the       th day of October, 2004

BETWEEN

Margaret Durand, residing at 2021 East 41<sup>st</sup> Street, Apt 6C, Brooklyn, New York 11234, hereinafter referred to as the Mortgagor,

2004 OCT 29 PM 2:26  
MONROE COUNTY CLERK

And Ludovic P Laroche, residing at 133 Wildwood Drive, Rochester, New York 14616, hereinafter referred to as the Mortgagee,

WITNESSETH, that the Mortgagor, does hereby acknowledge himself to be indebted to the Mortgagee in the sum of ----TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250 00) - ---, which is to be repaid together with interest thereon at the rate of FIVE percent (5%) per annum from the date above until the debt is paid in full

Mortgagor will pay the debt as follows The sum of \$ 17.79 per month commencing **December 1, 2004** and continuing on the same day of each and every month thereafter until the entire indebtedness due hereunder shall have been paid, but all due and payable in any event **180 months** from the date hereof or upon the death of Mortgagor, whichever shall occur sooner This mortgage may not be assumed without the prior written consent of the mortgagee Mortgagor may prepay principal in whole or part anytime during the term hereof without penalty

Payment shall be made at Mortgagee's address above or at any other address Mortgagee directs

The Mortgagee will apply each payment first to interest charges and then to repayment of the debt

**To secure the payment of which, the Mortgagor hereby mortgages to the Mortgagee**

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Rochester, County of Monroe and State of New York, [See Schedule A attached hereto]

TAX ACCOUNT NO 105,26-3-42  
PROPERTY ADDRESS 33-35 Rainier Street, Rochester, NY 14613  
TAX MAILING ADDRESS 2021 East 41<sup>st</sup> Street, Apt 6C, Brooklyn, New York 11234

This is a purchase money mortgage on property improved by a single/double family residence

**AND** the Mortgagor covenants with the Mortgagee as follows

- 1 That the Mortgagor will pay the indebtedness as hereinbefore provided
- 2 That the Mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the Mortgagee, that the Mortgagor will assign and deliver the policies to the Mortgagee, and that the Mortgagor will reimburse the mortgage for any premiums paid for insurance made by the Mortgagee on the Mortgagors default in so insuring the buildings or in so assigning and delivering the policies
- 3 That no building on the premises shall be removed or demolished without the consent of the Mortgagee
- 4 That the whole of said principal sum and interest shall become due at the option of the Mortgagee, after default in the payment of any installment of principal or of interest for thirty (30) days, or after default in the payment of any tax, water rate, sewer rent or assessment for thirty (30) days after notice and demand or after Mortgagors failure to comply with any governmental requirement, or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the Mortgagee for premiums paid on such insurance, as hereinbefore provided, or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided or upon transfer of the premises or any part thereof without written consent of the Mortgagee
- 5 That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver
- 6 That the Mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the Mortgagee may pay the same and will add such sums paid to the principal balance due
- 7 That the Mortgagor within six (6) days upon request in person or within fifteen (15) days upon request by mail will furnish a written statement duly acknowledged of the amount due

on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt

- 8 That notice and demand or request may be in writing and may be served in person or by mail  
9 That the Mortgagor warrants the title to the premises  
10 That the Mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances 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 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  
11 Mortgagee shall be entitled to recover from the Mortgagor all attorney's fees and disbursements incurred in the event that the legal proceedings shall be instituted to enforce the terms of this mortgage  
12 If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neutral gender, as the case may be, and the words "Mortgagor" and "Mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns  
13 This bond and mortgage may not be changed orally  
14 There shall be a penalty of **four percent (4%)** in addition to the payment due in the event that such payment shall be made more than the **fifteenth (15<sup>th</sup>)** day of the month following the due date  
15 This mortgage obligation shall be fully due and payable upon transfer of title to all or any part of the subject premises or in the event that any subsequent lien or encumbrance excluding leases for occupancy no longer than one year in duration shall be placed against the premises without the express written consent of the Mortgagee  
16 In the event that the payments due hereunder shall be deemed usurious in nature, then and in that event the interest amount due shall be reduced in an amount sufficient to make invalid any such claim of usury  
17 In the event of default hereunder all rents will be assigned to Mortgagee  
18 No additional encumbrances of any kind will be allowed on the property unless approved in writing by the Mortgagee  
19 If Mortgagee requires immediate payment in full, or if I abandon the Property, then Mortgagee, persons authorized by Mortgagee, or a receiver appointed by a court at Mortgagee'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 Mortgagee notifies the tenants that Mortgagee has the right to collect rental payments directly from them under this Paragraph 19, I agree that the tenants may make those rental payments to Mortgagee without having to ask whether I have failed to keep my promises and agreements under this Security Instrument

If there is a judgment for Mortgagee in a lawsuit for foreclosure and sale, I will pay to Mortgagee reasonable rent from the date the judgment is entered for as long as I occupy the Property However, this does not give me the right to occupy the Property

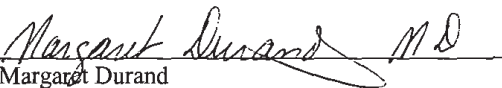
All rental payments collected by Mortgagee or by a receiver, other than the rent paid by me under this Paragraph 19, will be used first to pay the costs of collecting rental payments and of managing the Property If any part of the rental payments remains after those costs have been paid in full, the 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

- 20 The loan evidenced by this Note and Mortgage shall be deemed to have been made in the State of New York, regardless of the location where the Note and Mortgage is signed or the funds delivered  
21 This Note and Mortgage is subject to the express condition that at no time shall the Mortgagor be obligated or required to pay interest on the principal balance of this Note and Mortgage at a rate which could subject Mortgagee to either civil or criminal liability as a result of being in excess of the maximum rate permitted by law If by the terms of this Note and Mortgage the Mortgagor is at any time required or obligated to pay interest on the principal balance of this Note and Mortgage at a rate in excess of such maximum rate, the rate of interest under this Note and Mortgage shall be deemed to be immediately reduced to such maximum rate and interest payable under this Note and Mortgage shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of this Note and Mortgage In such event, no prepayment charge will be applicable

- to such principal reductions
- 22 The Note and Mortgage will be in default if any obligation of the Mortgagor for borrowed money shall become in default


IN WITNESS WHEREOF, the Mortgagor has duly executed this bond and mortgage

In Presence Of

  
Margaret Durand

STATE OF NEW YORK  
COUNTY OF MONROE ss

On the 28 day of October, 2004, before me, the undersigned, personally appeared Margaret Durand, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

  
Notary Public

CHARLES H. GITHLER, II  
Notary Public, State of New York  
Ontario County, Reg # 4841707  
Commission Expires July 31 2005

*Schedule A*

*Crossroads Title No* **157393**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, known and distinguished as Lot 49, Glenwood Subdivision, as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 4 of Maps at page 3 Said Lot 49 is situate on the west side of Rainier Street and is 50 feet wide, front and rear, and 121 feet deep

105.26-3-42  
Single

<a href="#">City GIS Home</a>	<a href="#">Property Search</a>	<a href="#">Maps of Interest</a>	<a href="#">View</a>
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## 33 - 35 RAINIER ST - 14613

**SBL-ID:** 105.260-0003-042.000/0000 **GIS-ID:** 1052634200

07-17-2015



**Subdivison:**

**Lot Number:** 4317876877891842

**Landuse:** TWO FAMILY RESIDENCE - 220

**Zoning:** Low Density Residential (R-1)

**Frontage:** 50.00 ft.

**Depth:** 121.00 ft.

**Land Value:** \$4,300.00

**Assessed Value:** \$36,000.00

City equalization rate is 100%. Assessed value equals full market value.

**Improvements:**

\$31,700.00

**Year Built:** 1922

**Square Footage:** 2,306

**Stories:** 2.5

**Housing Units:** 2

**Rooms:** 12

**Bedrooms:** 4

**Baths:** 2

**Acreage:** 0.139

**Images:**

[Primary-7/27/2007 8:43:04 AM FRONT-5/23/1995](#)

OWNER	ADDRESS	SBL-ID	ASSESSMENT	SALE DATE	SALE PRICE
1. DURAND MARGARET	33 - 35 RAINIER ST	105.260-0003-042.000/0000	\$36,000.00		
					Tax Bill:

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**Data Disclaimer**

<a href="#">City GIS Home</a>	<a href="#">Property Search</a>	<a href="#">Maps of Interest</a>	<a href="#">View</a>
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## 33 - 35 RAINIER ST - 14613

SBL-ID: 105.260-0003-042.000/0000 GIS-ID: 1052634200

**Name:** DURAND MARGARET

**Address:** 33 - 35 RAINIER ST

SBL-ID: 105.260-0003-042.000/0000

[Pay Your Bill](#)



2015 - 2016 City & School Tax: \$2,019.37

Installment	Amount Due	Date Paid	Payment
July 31, 2015	\$906.37		\$0.00
Sep 30, 2015	\$371.00		\$0.00
Jan 31, 2016	\$371.00		\$0.00
Mar 31, 2016	\$371.00		\$0.00
Total Paid:			\$0.00
Principal:			\$4,269.76
Interest:			\$211.49
Balance:			\$4,481.25

**Assessed Value:** \$36,000.00

City equalization rate is 100%. Assessed value equals full market value.

Without Exemptions and Delinquencies  
the Total Tax would be: \$1,770.32  
07-17-2015



Images:

[Primary-7/27/2007 8:43:04 AM FRONT-5/23/1995](#)

**Subdivision:**

**Lot Number:** 4317876877891842

**Landuse:** TWO FAMILY RESIDENCE - 220

**Zoning:** Low Density Residential (R-1)

**Frontage:** 50.00 ft.

**Depth:** 121.00 ft.

**Land Value:** \$4,300.00

**Assessed Value:** \$36,000.00

City equalization rate is 100%. Assessed value equals full market value.

**Improvements:** \$31,700.00

**Year Built:** 1922

**Square Footage:** 2,306

**Stories:** 2.5

**Housing Units:** 2

Rooms:	12
Bedrooms:	4
Baths:	2
Acreage:	0.139

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