

LIBER 656 788

TITULAR RECORDS U. S. PAT. OFFICE  
TITLES AND FIRST PUBLICATIONS OFFICE OF 1977

FILED-1977

# This Indenture

Made the 5th day of October

Oct 5 3 29 PM 1977

Nineteen Hundred and Seventy-seven

CHEMUNG COUNTY  
CLERK'S OFFICE  
HARTY B. REED AND  
COUNTY CLERK

Between ROY REED AND MARY REED

Residing at 542 North Irving Avenue  
Scranton, Pennsylvania 18510

parties of the first part, and

DOROTHEA WATKINS

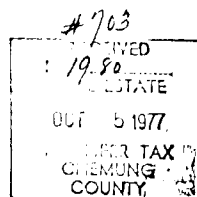
Residing at 505 William Street  
Elmira, New York

Witnesseth that the parties of the first part, in consideration of part Y of the second part,

----- ONE -----Dollar (\$1.00-----)  
lawful money of the United States, and other good and valuable consideration  
paid by the party of the second part, do es hereby grant and release unto the  
party of the second part,  
and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the City  
of Elmira, County of Chemung and State of New York, bounded and  
described as follows: Beginning at an iron pin in the North line of  
East Washington Avenue, 101 feet easterly from the Northeast corner  
of Oak Street and East Washington Avenue; running thence easterly  
along the said north line of East Washington Avenue a distance of  
65.31 feet to an iron pin marking the southeast corner of Lot No. 27  
as shown on Case Map No. 694; running thence northerly along the  
east line of said Lot No. 27 a distance of 100.2 feet to an iron pin;  
running thence westerly nearly parallel with the said North line of  
East Washington Avenue a distance of 50.19 feet to an iron pin in the  
west line of said Lot No. 27; running thence southerly along the said  
west line of Lot No. 27, a distance of 34.4 feet to an iron pin;  
running thence westerly parallel with the said north line of East  
Washington Avenue a distance of 15.12 feet to an iron pin; running  
thence southerly and parallel with the east line of said Lot No. 27  
a distance of 68.3 feet to the place of beginning.

Being the same premises described in a deed to  
Roy Reed and Mary Reed dated March 5, 1976 and recorded in Chemung  
County Clerk's Office in Liber 643 of Deeds at Page 505.

12-1977  
Hart B. Reed  
ASSISTANT  
CLERK



USE 606 769

Together with the appurtenances and all the estate and rights of the parties of  
the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second  
part, his heirs, and assigns forever.

And said parties of the first part,

covenant as follows:  
First, That the party of the second part shall quietly enjoy the said premises;

Second, That said parties of the first part,

will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 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 to be applied first for the purpose of paying the cost of the improvement and will apply  
the same first to the payment of the cost of the improvement before using any part of the total  
of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands  
and seals the day and year first above written.

In Presence of

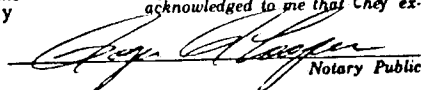
Roy E. Reed  
Mary A. Reed

State of New York } ss.  
County of Chemung }  
before me, the subscriber, personally appeared

Roy Reed and Mary Reed

On this 5th day of October  
Nineteen Hundred and Seventy-seven

to me personally known and known to me to be the same persons described in and who  
executed the within instrument, and they acknowledged to me that they ex-  
ecuted the same.

  
Notary Public

ROGER R. COOPER  
Notary Public / OS 6810850  
Chemung Co., New York State  
Commission Expires March 30, 1978

SURROGATE'S COURT OF THE STATE OF NEW YORK

COUNTY OF Chemung

VOLUNTARY ADMINISTRATION, Estate of

**AFFIDAVIT IN RELATION TO  
SETTLEMENT OF ESTATE UNDER  
ARTICLE 13, SCPA**

2011 JAN -5 PM 2: 10

Doreatha Watkins,

File No. 2011-5  
(as of 1/2009)\*

Deceased.

STATE OF NEW YORK

COUNTY OF CHEMUNG ) ss.:

(INSTRUCTIONS: In completing this form,  
)  
answer each question. This may be done in  
some

instances by crossing out words in parenthesis  
and in some instances by inserting the required  
information.)

I, Joseph Sartori, Chemung County Treasurer, being duly sworn, depose and say

(1) My work address is: 320 East Market Street Elmira  
(Street Address) (City/Town/Village)  
Chemung Elmira 14901 607-737-2927  
(County) (State) (Zip) (Telephone Number)

My mailing address is: \_\_\_\_\_  
(If different from permanent address)

(2) My interest is: ☐ Distributee of decedent \_\_\_\_\_  
(Relationship)

☒ Other (Specify) Chemung County Treasurer

(3) The name, permanent address, date, place of death, and citizenship of the decedent, to whose estate this proceeding  
Relates, are as follows:

Name of Decedent (a/k/a, if applicable): Doreatha Watkins

Permanent Address: 711 East Washington Ave Elmira Chemung NY  
(Street Address) (City/Town/Village) (County) (State)

Date of Death: 12/9/2008 Place of Death: Elmira NY  
(City/Town/Village) (State)

Citizenship: US Citizen

(4) Decedent died: ☒ Intestate (without a will)  
☐ Testate (the original will is attached)

(5) A search of the records of the Court shows that no application has been made in, the estate of the decedent for  
voluntary administration, letters of administration or for probate of a will, and your affiant is informed and verily believes  
that no such application ever has been made to any other Surrogate's Court in this state.

**SE-3A \*For use only where decedent died on or after January 1, 2009**

SE-3A

-1-

Name	Post Office Address, (Including Zip)	Relationship Indicate if non-marital)
James Styles	PO Box 373, Elmira, NY 14902-0373	Son
Beverly Watkins Jenkins	67 Mulberry Street, Springfield, MA 01105-1406	Daughter
Carol Watkins	711 East Washington Ave, Elmira, NY 14901	Daughter
Laura Watkins	165 Westminster Street, Apartment 3, Springfield, MA 01109-3924	Daughter
Jesse Collins	818 Lafayette Ave., Brooklyn, NY 11221-1304	Brother
Lester Collins	PO Box 132, Bennettsville, SC 29512-0132	Brother
Cora Watkins	c/o Roberta Green 1320 Baldwin Street, Elmira NY 14901	Granddaughter
Colonel Watkins	31 Schiller Street 1, Binghamton, NY 13905	Grandson
King E. Watkins Jr.	502 College Ave, Elmira, NY 14901	Grandson
Mia R Watkins	2053 Lake Road, Apartment B, Elmira Heights, NY 14903	Granddaughter
Marisa L Watkins-White	2053 Lake Road, Apartment A, Elmira Heights, NY 14903	Granddaughter
Angela R Harris	369 East Center Street, Elmira, NY 14901	Granddaughter
Deborah Watkins	356 West Water Street, Apartment 10, Elmira, NY 14905	Widow of Colonel Watkins Jr

<u>Name</u>	<u>Post Office Address, (Including Zip)</u>	<u>Request</u>

8) The value of the entire personal property, wherever located, of the decedent, exclusive of joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), and jointly owned personal property, or property exempt under the EPTL §5-3.1, **does not exceed \$30,000.00.**

9) The following, exclusive of joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), and jointly owned personal property, or property exempt under EPTL §5-3.1, is a complete list of all personal property owned by the decedent, either standing in his/her own name or owned by him/her beneficially and including items of value in any safe deposit box. (If more space is needed, add a sheet of paper)

**Items of Personal Property  
Separately Listed**

**Value of Each Item**

Real Property located at 711 Est Washington Avenue, Elmira, NY

\$38,889.00

**TOTAL \$ 38,889.00**

(10) All the **liabilities** of the decedent known to me are as follows: (If more space is needed, add a sheet of paper)

<u>Name of Creditor</u>	<u>Amount Owed</u>
<u>Chemung County Department of Social Services, Public Assistance, Burial</u>	<u>\$ 3,375.00</u>
<u>Chemung County Department of Social Services, Medical Assistance</u>	<u>\$ 18,578.48</u>

(11) I undertake to act as voluntary administrator/trix of the decedent's estate, and to administer it pursuant to Article 13 of the Surrogate's Court Procedure Act. I agree to reduce all of the decedent's assets to possession; to liquidate such assets to the extent necessary; to open an estate bank account in a bank of deposit or savings bank in this state, in which I shall deposit all money received; to sign all checks drawn on or withdrawals from such account in the name of the estate by myself, as voluntary administrator/trix; to pay the expenses of administration, the decedent's reasonable funeral expenses and his/her debts in the order provided by law; and to distribute the balance to the person or persons and in the amount or amounts provided by law. As voluntary administrator/trix, I shall file in this court an account of all receipts and of disbursements made.

(12) I understand that this proceeding will not determine the estate tax liability, if any, in the event that the decedent had any interest in real property or any joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), or jointly owned or trust property.

(13) If letters testamentary or of administration are later granted, I acknowledge that my powers as voluntary administrator/trix shall cease, and I shall deliver to the court-appointed fiduciary a complete statement of my account and all assets and funds of the estate in my possession.

Joseph Sartori  
Signature of Affiant

JOSEPH SARTORI  
Print Name

Sworn to before me on

January 3, 2011

Diane M. Schrock  
Notary Public

My Commission Expires:  
(Affix Notary Stamp or Seal)

DIANE M. SCHROCK  
Notary Public State of New York  
No. 019C8281514  
Qualified in Chemung County  
My Commission Expires March 2, 2013

Signature of Attorney: \_\_\_\_\_

Print Name: Steven Barnstead, Esq.

Firm Name: same Tel. No.: 607-734-1216

Address of Attorney: 420 Carroll Street, Elmira, NY 14901

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CHEMUNG COUNTY CLERK  
MORTGAGE

Return To:

COOPER AND PAUTZ

WATKINS DORTHEA

EQUIFIRST CORP

Index

Book 00000 Page 0000

No. Pages 0021

Instrument MORTGAGE

Date : 3/18/2002

Time : 2:06:08

Control # 200203180059

REF # M CS 004170

Employee ID CLERK1

MORTGAGE TAX

MTG REC	\$	68.00
REC SHEET	\$	3.00
BASIC MTG	\$	294.50
SP ADD MTG	\$	147.25
RMO - ST	\$	4.75
RMO - CNTY	\$	.25
	\$	.00
	\$	.00
	\$	.00

Total: \$ 517.75

MORTGAGE AMOUNT	\$	58,900.00
BASIC MORTGAGE TAX	\$	294.50
SPEC ADDIT MTG TAX	\$	147.25
	\$	.00
Total	\$	441.75

STATE OF NEW YORK  
CHEMUNG COUNTY CLERK

TRANSFER AMT

THIS SHEET CONSTITUTES THE CLERK ENDORSEMENT  
REQUIRED BY SECTION 316-A (5) FOR THE REAL  
PROPERTY LAW OF THE STATE OF NEW YORK.  
DO NOT DETACH

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

CATHERINE HUGHES  
COUNTY CLERK



0203180059



21  
Return To:  
EquiFirst Corporation  
Attn: Collateral Mgmt.  
820 Forest Point Circle  
Charlotte, NC 28273

Prepared By:  
Jamie Hinch  
820 Forest Point Circle  
Charlotte, NC 28273

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## MORTGAGE

### WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Security Instrument." This document, which is dated **March 11, 2002**  
together with all Riders to this document, will be called the "Security Instrument."  
(B) "Borrower." **Dorethea Watkins**

whose address is **711 East Washington Avenue, Elmira, NY 14901**

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


(C) "Lender." **EquiFirst Corporation**

will be called "Lender." Lender is a corporation or association which exists under the laws of  
**North Carolina** . Lender's address is **820 Forest Point Circle,**  
**Charlotte, NC 28273**

**166822**

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

**Form 3033 1/01**

 **6(NY) (0005)**

Page 2 of 17

Initials:           

VMP MORTGAGE FORMS - (800)521-7291

(D) "Note." The note signed by Borrower and dated **March 11, 2002**, will be called the "Note." The Note shows that I owe Lender **fifty-eight thousand nine hundred and 00/100**

Dollars (U.S. **\$58,900.00**) 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 **March 20, 2032**

(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 type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]

**Arbitration Rider**

**PrePayment Penalty Rider**

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

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

(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.

166822

 VMP-6(NY) (0005)

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Initials:   L  

Form 3033 1/01

### 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 **711 East Washington Avenue**

**Elmira**

[City, Town or Village] , New York **14901**

[Street]

[Zip Code].

This Property is in **Chemung**

County. It has the following legal

description: **See Attached Exhibit A**

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all 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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 **6(NY)** (0005)

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Initials: LC

Form 3033 1/01

**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;

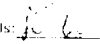
Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

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Initials: 

Form 3033 1/01

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.

166822

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Initials 

Form 3033 1/01

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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Initials: 

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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 spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

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

## NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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

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

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Initials           

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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.

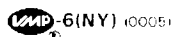
**23. Lender's Obligation to Discharge this Security Instrument.** When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay 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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Initials: h i

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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:

\_\_\_\_\_  
Doreatha Watkins (Seal)  
-Borrower


\_\_\_\_\_  
\_\_\_\_\_  
-Borrower

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

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

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

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STATE OF NEW YORK,

*CHEMUNG*

County ss:

On the *11th* day of *March, 2002* before me, the undersigned, a notary public in and for said state, personally appeared **Doreatha Watkins**

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

**SCOTT J. PAUTZ**

Notary Public # 4928956

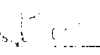
My Commission Expires April 14, *2004*

Tax Map Information: **89.08-2-32**

166822

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Initials: 

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## SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Elmira, County of Chemung and State of New York, bounded and described as follows: Beginning at an iron pin in the North line of East Washington Avenue, 101 feet easterly from the Northeast corner of Oak Street and East Washington Avenue; running thence easterly along the said north line of East Washington Avenue a distance of 65.31 feet to an iron pin marking the southeast corner of Lot No. 27 as shown on Case Map NO. 694; running thence northerly along the east line of said Lot No. 27 a distance of 100.2 feet to an iron pin; running thence westerly nearly parallel with the said North line of East Washington Avenue a distance of 50.19 feet to an iron pin; running thence westerly parallel with the said north line of East Washington Avenue a distance of 15.12 feet to an iron pin; running thence southerly and parallel with the east line of said Lot No. 27 a distance of 68.3 feet to the place of beginning.

## ARBITRATION RIDER

(To Be Recorded Together with Security Instrument)

THIS RIDER is made this 11th day of March 2002 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 (the "Note") to EquiFirst Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at

711 East Washington Avenue, Elmira, NY 14901

(Property Address)

As used in this Rider, the term "Lender" includes Lender's successors and assigns and the company servicing the Note on Lender's behalf.

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

**ARBITRATION OF DISPUTES.** Any claim, dispute or controversy (whether in contract, tort, or otherwise) arising from or related to the loan evidenced by the Note, including but not limited to all statutory claims, any claim, dispute or controversy that may arise out of or is based on the relationships which result from the Borrower's application to the lender for the loan, the closing of the loan, or the servicing of the loan, or any dispute or controversy over the applicability or enforceability of this arbitration agreement or the entire agreement between Borrower and Lender (collectively "claim"), shall be resolved, upon the election of either Borrower or Lender, by binding arbitration, and not by court action, except as provided under "Exclusions from Arbitration" below.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. Sections 1-16) and the Code of Procedure of the National Arbitration Forum in effect at the time a claim is filed. Copies of the arbitration rules and forms can be obtained and any claims can be filed at any National Arbitration Forum office, at P.O. Box 50191, Minneapolis, MN 55404, on the World Wide Web at [www.arb-forum.com](http://www.arb-forum.com) or by calling (800) 474-2371.

This agreement to arbitrate shall apply no matter by whom or against whom a claim is made. Any election to arbitrate may be made at any time, regardless of whether a lawsuit has been filed or not, and such party making the election may bring a motion in any court having jurisdiction to compel arbitration of any claim and/or to stay the litigation of any claim pending arbitration. Any participatory arbitration hearing will take place in the federal judicial district of the Borrower's residence, unless a different location is agreed to by Borrower and Lender. At Borrower's request, Lender will advance the first \$150 of the filing and hearing fees for any claim which the Borrower may file against the Lender. The arbitrator will decide which party will ultimately be responsible for paying these fees. All claims between the Borrower and Lender shall be arbitrated individually, and shall not be subject to being joined or combined in any proceeding with any claims of any persons, or class of persons other than Borrower or Lender. The arbitrator shall apply relevant law and provide written, reasoned findings of fact and conclusions of law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**EXCLUSIONS FROM ARBITRATION.** This arbitration agreement shall not apply to rights or obligations under the loan documents that allow the Lender to foreclose or otherwise take possession of property securing the loan, including repossession, foreclose or unlawful detainer. Nor shall it be construed to prevent any party's use of bankruptcy or judicial foreclosure. No provision of this agreement shall limit the right of the Borrower to exercise Borrower's rights under the Uniform Covenant labeled "Borrower's Right to reinstate". Subject to these limitations, this arbitration agreement will survive the pay-off of the loan.

**SEVERABILITY.** If the arbitrator or any court determines that one or more terms of this arbitration agreement or the arbitration Code are unenforceable, such determination shall not impair or affect the enforceability of the other terms of this arbitration agreement or the arbitration Code.

**NOTICE:** WHEN YOU SIGN THIS ARBITRATION RIDER, YOU ARE AGREEING THAT EVERY DISPUTE DESCRIBED ABOVE MAY BE DECIDED EXCLUSIVELY BY ARBITRATION. YOU ARE GIVING UP RIGHTS YOU MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH A CLAIM OR DISPUTE. DISCOVERY IN ARBITRATION PROCEEDINGS IS LIMITED IN THE MANNER PROVIDED BY THIS AGREEMENT AND THE RULES OF ARBITRATION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ENTIRE ARBITRATION AGREEMENT CAREFULLY BEFORE SIGNING THIS ARBITRATION RIDER.

BY SIGNING BELOW, Borrower accepts and agrees to the provisions contained in this Rider.

*Doreatha Watkins*

Doreatha Watkins

**Prepayment Penalty Rider to Security Instrument**  
(To Be Recorded Together with Security Instrument)

This PREPAYMENT PENALTY RIDER (the "Rider") is made this 11th day of March, 2002 and amends the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated the same date and given by the person(s) who sign below (the "Borrower(s)") to EquiFirst Corporation (the "Lender") to secure repayment of a Note in the amount of U.S. \$ 58,900.00

In addition to the agreements and provisions made in the Note and the Security Instrument, both the Borrower(s) and the Lender further agree as follows:

**PREPAYMENT PENALTY**

If I prepay this loan in full within 1 year(s) from the date of this loan, I agree to pay a prepayment penalty to the Note Holder. The amount of the prepayment will be the amount equal to six (6) months interest at the interest rate shown in Section 2 of the Note on the unpaid principal balance of the loan outstanding on the date of prepayment. This amount will be in addition to any other amounts I may owe under the provisions of the Note or the Security Instrument that secures the Note. If I make the prepayment in full on or after the 1st anniversary date of the Note, the Note Holder will impose no prepayment penalty.



\_\_\_\_\_  
Doreatha Watkins

166822  
EF032 (12/99)

*m*

CHEMUNG COUNTY CLERK  
ASSIGNMENT OF MORTGAGE

Return To:

PEELLE CORPORATION  
PO BOX 1710

CAMPBELL CA 95009-9985

WATKINS, DORTHEA

JPMORGAN CHASE BANK

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No. Pages 0001

Instrument ASSIGNMENT MTG *m*

Date : 2/25/2003

Time : 11:51:11

Control # 200302250050

REF #

Employee ID CLERK1

MORTGAGE TAX

MTG REC	\$	8.50	MORTGAGE AMOUNT	\$	.00
REC SHEET	\$	3.00			
RMO - CNTY	\$	1.00	BASIC MORTGAGE TAX	\$	.00
RMO - ST	\$	4.75			
RMO-COMP R	\$	14.25	SPEC ADDIT MTG TAX	\$	.00
	\$	.00			
	\$	.00		\$	.00
	\$	.00			
	\$	.00	Total	\$	.00
Total:	\$	31.50			

STATE OF NEW YORK  
CHEMUNG COUNTY CLERK

TRANSFER AMT

THIS SHEET CONSTITUTES THE CLERK ENDORSEMENT  
REQUIRED BY SECTION 316-A (5) FOR THE REAL  
PROPERTY LAW OF THE STATE OF NEW YORK.  
DO NOT DETACH

TRANSFER AMT \$ .00

TRANSFER TAX \$ .00

CATHERINE HUGHES  
COUNTY CLERK



0302250050

124

# TRANSFER AND ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that **EquiFirst Corporation**, 500 Forest Point Circle, Charlotte, North Carolina 28273, as Mortgagee under that certain Mortgage executed by

*(Signature)*  
Doreatha Watkins

Whose address is 711 East Washington Ave., Elmira, NY 14901, as mortgagor on the 11 day of March, 2002, and recorded on the 18<sup>th</sup> day of March, 2002, in Book of 6 at page 6 under file No.        of the Records of Chemung County, State of New York, given to secure the payment of a promissory note for the sum of fifty eight thousand nine hundred Dollars (\$58,900.00) and interest, has endorsed said note and does hereby ASSIGN AND TRANSFER to Peelle Management Corporation Doc# 200303180059 200303180059 all right, title and interest in said note and all rights accrued under said Mortgage and all indebtedness secured thereby. The said Mortgage described herein affects the premises commonly know and designated as:

See Attached Exhibit A

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

IN WITNESS WHEREOF, Equifirst Corporation has caused this instrument to be signed in its name by its duly authorized Vice President and its corporate seal to be affixed hereto on this 14 day of March.

(Corporate Seal)



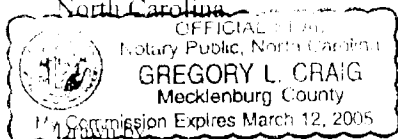
EquiFirst Corporation

By: *(Signature)*  
Karen Stacy, Asst. Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On the 14 day of March in the year 2002 before me, the undersigned, personally appeared Karen Stacy, personally known to me or proved to me on the basis of instrument and acknowledged to me that she executed the same in her capacity, and that by her signature acted, executed the instrument, and that such individual made such appearance before the undersigned in Charlotte, North Carolina.



EquiFirst Corporation  
500 Forest Point Circle  
Charlotte, North Carolina 28273

*(Signature)*  
Notary Public

After Recording Return To:

**PEELLE MANAGEMENT CORPORATION**  
ASSIGNMENT JOB #90822  
P.O. BOX 30014  
RENO, NV. 89520-3014  
(775) 827-9600

J.

CHEMUNG COUNTY CLERK  
ASSIGNMENT OF MORTGAGE

Return To

NATIONWIDE TITLE CLEARING  
2100 ALTERNATE 19 NORTH

PALM HARBOR FL 34683-9886

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No Pages 0002

Instrument ASSIGNMENT MTG

Date 10/21/2009

Time 10 28 17

Control # 200910210034

REF #

WATKINS DOREATHA

QUADRANT RESIDENTIAL CAPITAL  
II LLC

Employee ID CLERK2

MORTGAGE TAX

MTG REC	\$	30 50
REC SHEET	\$	5 00
RMO - CNTY	\$	1 00
RMO - ST	\$	4 75
RMO-COMP R	\$	14 25
	\$	00
	\$	00
	\$	00
	\$	00
Total	\$	55 50

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

STATE OF NEW YORK  
CHEMUNG COUNTY CLERK

TRANSFER AMT

THIS SHEET CONSTITUTES THE CLERK ENDORSEMENT  
REQUIRED BY SECTION 316-A (5) FOR THE REAL  
PROPERTY LAW OF THE STATE OF NEW YORK  
DO NOT DETACH

TRANSFER AMT	\$	00
TRANSFER TAX	\$	00

CATHERINE HUGHES  
COUNTY CLERK



0910210034



Deal ID 358  
Loan # 3110001098  
Effective Date 05/21/2009

REC'D OCT 20 2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged the undersigned THE BANK OF NEW YORK MELLON TRUST COMPANY, N A FKA THE BANK OF NEW YORK TRUST COMPANY, N A AS SUCCESSOR TO JPMORGAN CHASE BANK, N A AS TRUSTEE BY RESIDENTIAL FUNDING COMPANY, LLC FKA RESIDENTIAL FUNDING CORPORATION ITS ATTORNEY IN FACT, WHOSE ADDRESS IS 1100 VIRGINIA DRIVE , FORT WASHINGTON, PA 19034, (ASSIGNOR), by these presents does convey grant sell assign transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby all liens and any rights due or to become due thereon to QUADRANT RESIDENTIAL CAPITAL II, LLC, WHOSE ADDRESS IS 8333 DOUGLAS AVE SUITE #1350, DALLAS, TX 75225, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)

Mortgage dated 03/11/2002 made by DOREATHA WATKINS to EQUIFIRST CORPORATION in the principal sum of \$58 900 00 and recorded on 03/18/2002 in Liber page CRFN # 200203180059 in the office of the Registry of CHEMUNG County N Y

Prop Addr 711 EAST WASHINGTON AVENUE  
ELMIRA NY 14901

See Exhibit attached for Assignments Modifications etc This mortgage(s) has not been further assigned of record  
This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market

Dated THIS 29 DAY OF September, 2009

THE BANK OF NEW YORK MELLON TRUST COMPANY, N A FKA THE BANK OF NEW YORK TRUST COMPANY, N A AS SUCCESSOR TO JPMORGAN CHASE BANK, N A AS TRUSTEE BY RESIDENTIAL FUNDING COMPANY, LLC FKA RESIDENTIAL FUNDING CORPORATION ITS ATTORNEY IN FACT

By [Signature]  
STEVEN GREEN LIMITED SIGNING OFFICER

By [Signature]  
witness Tuch, Hambro

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY  
THIS 29 DAY OF September 2009 before me the undersigned personally appeared STEVEN GREEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity that by his/her signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument and that such individual made such appearance before the undersigned in MONTGOMERY County, State of PENNSYLVANIA

[Signature]  
Notary Public  
Residing in the county of MONTGOMERY  
My commission expires

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KEISHA NORTHINGTON Notary Public  
Upper Dublin Twp Montgomery County  
My Commission Expires March 4 2013

Document Prepared By Jessica Fretwell/NTC, 2100 Alt 19 North, Palm Harbor, FL 34683 (800)346 9152  
Property ID(S/B/L)

Return by Mail to Quadrant Capital Partners  
C/O NTC 2100 Alt 19 North  
Palm Harbor FL 34683

QCPAS 10032588 PWO2253045 \$50 50



\*10032588\*

f m57RMNY

Loan No 3110001098

'EXHIBIT A'

Assignments Modifications Consolidations Exhibit

Assignment EQUIFIRST CORPORATION TO JPMORGAN CHASE BANK N A AS TRUSTEE DATED 03 14 2002  
REC 02 25 2003 INSTR# 200302250050

REC'D OCT 26 2009

201404814

STATE OF NEW YORK  
SUPREME COURT

COUNTY OF CHEMUNG

2014 APR 7 PM 1 48  
COUNTY OF CHEMUNG  
COUNTY CLERK'S OFFICE

**QUADRANT RESIDENTIAL CAPITAL II, LLC,**

Plaintiff,

vs.

**ANY UNKNOWN HEIRS TO THE ESTATE OF  
DOROTHEA WATKINS A/K/A DORETHEA WATKINS  
A/K/A DOREATHA WATKINS A/K/A DORTHEA  
WATKINS A/K/A DOREATHEA WATKINS, NEXT OF  
KIN, DEVISEES, LEGATEES, DISTRIBUTEES,  
GRANTEES, ASSIGNEES, CREDITORS, LIENORS,  
TRUSTEES, EXECUTORS, ADMINISTRATORS OR  
SUCCESSORS IN INTEREST, AS WELL AS THE  
RESPECTIVE HEIRS AT LAW, NEXT OF KIN,  
DEVISEES, LEGATEES, DISTRIBUTEES, GRANTEES,  
ASSIGNEES, LIENORS, TRUSTEES, EXECUTORS,  
ADMINISTRATORS OR SUCCESSORS IN INTEREST  
OF THE AFORESAID CLASSES OF PERSONS, IF THEY  
OR ANY OF THEM BE DEAD, ALL OF WHOM AND  
WHOSE NAMES AND PLACES OF RESIDENCE ARE  
UNKNOWN TO THE PLAINTIFF;  
THE CITY OF ELMIRA, NEW YORK;  
UNITED STATES OF AMERICA O/B/O INTERNAL  
REVENUE SERVICE;  
NEW YORK STATE DEPARTMENT OF TAXATION  
AND FINANCE;  
WORKERS' COMPENSATION BOARD OF THE STATE  
OF NEW YORK;  
CAPITAL ONE BANK;  
ARNOT OGDEN MEDICAL CENTER;  
and "JOHN DOE" and "MARY DOE,"**

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

Defendants.

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

Index No.: 2014-1246

**NOTICE OF PENDENCY  
OF ACTION**

Mortgaged Premises:  
711 East Washington Avenue,  
Elmira, (City of Elmira) New York  
14901

**NOTICE IS HEREBY GIVEN**, that an action has been commenced and is now pending in the Supreme Court of Chemung County upon the Complaint of the above named Plaintiff against the above named Defendant(s) for the foreclosure of:

Mortgage bearing the date of March 11, 2002, executed by Dorethea Watkins (deceased) to EquiFirst Corporation to secure the sum of \$58,900.00, and interest, and recorded in the Office of the Clerk of Chemung County on March 18, 2002 in Instrument No.: 200203278.

That EquiFirst Corporation duly assigned said Note and Mortgage to JPMorgan Chase Bank as Trustee by Assignment dated March 14, 2002 and recorded on February 25, 2003 in the Office of the Clerk of Chemung County in Instrument No.: 200301957.

That The Bank of New York Mellon Trust Company, N.A. FKA The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee by Residential Funding Company, LLC FKA Residential Funding Corporation its attorney in fact duly assigned said Note and Mortgage to Quadrant Residential Capital II, LLC by Assignment dated September 29, 2009 and recorded on October 21, 2009 in the Office of the Clerk of Chemung County in Instrument No.: 200908244.

**AND, NOTICE IS FURTHER GIVEN**, that the Mortgaged Premises described in such Mortgage(s) 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, situate at 711 East Washington Avenue, Elmira, New York 14901, in the County of Chemung and State of New York, and are described in said Mortgage and in **Schedule A** attached hereto and made a part hereof.

**TOGETHER** with all the right, title and interest of Defendant(s) in and to the land lying in the street and roads in front of and adjoining said Mortgaged Premises.

The Clerk of the County of Chemung, is directed to index this Notice against the names  
of all the above Defendant(s).

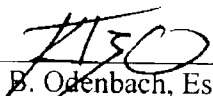
Section: 89.08

Block: 2

Lot: 32

DATED: 3/5/2014  
Rochester, New York

BY: \_\_\_\_\_

  
Kurt B. Odenbach, Esq.  
DAVIDSON FINK LLP  
Attorneys for Plaintiff  
28 East Main Street, Suite 1700  
Rochester, New York 14614  
Tel: (585) 760-8218

**SCHEDULE A**  
**LEGAL DESCRIPTION**

all THAT TRACT OR PARCEL OF LAND situate in the City of Elmira, County of Chemung and State of New York, bounded and described as follows: Beginning at an iron pin in the North line of East Washington Avenue, 101 feet easterly from the Northeast corner of Oak Street and East Washington Avenue; running thence easterly along the said north line of East Washington Avenue a distance of 65.31 feet to an iron pin marking the southeast corner of Lot No. 27 as shown on Case Map No. 694; running thence northerly along the east line of said Lot No. 27 a distance of 100.2 feet to an iron pin; running thence westerly nearly parallel with the said North line of East Washington Avenue a distance of 50.19 feet to an iron pin in the west line of said Lot No. 27; running thence southerly along the said west line of Lot No. 27, a distance of 34.4 feet to an iron pin; running thence westerly parallel with the said north line of East Washington Avenue a distance of 15.12 feet to an iron pin; running thence southerly and parallel with the east line of said Lot No. 27 a distance of 68.3 feet to the place of beginning.

STATE OF NEW YORK  
SUPREME COURT

COUNTY OF CHEMUNG

QUADRANT RESIDENTIAL CAPITAL II, LLC,  
Plaintiff,

vs.

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

Index No.: 2014-1246

**AMENDED NOTICE OF  
PENDENCY OF ACTION**

Mortgaged Premises:  
711 East Washington Avenue,  
Elmira, (City of Elmira) New York  
14901

ANY UNKNOWN HEIRS TO THE ESTATE OF DOROTHEA  
WATKINS A/K/A DORETHEA WATKINS A/K/A DOREATHA  
WATKINS A/K/A DORTHEA WATKINS A/K/A DOREATHEA  
WATKINS, NEXT OF KIN, DEVISEES, LEGATEES,  
DISTRIBUTEES, GRANTEES, ASSIGNEES, CREDITORS,  
LIENORS, TRUSTEES, EXECUTORS, ADMINISTRATORS  
OR SUCCESSORS IN INTEREST, AS WELL AS THE  
RESPECTIVE HEIRS AT LAW, NEXT OF KIN, DEVISEES,  
LEGATEES, DISTRIBUTEES, GRANTEES, ASSIGNEES,  
LIENORS, TRUSTEES, EXECUTORS, ADMINISTRATORS  
OR SUCCESSORS IN INTEREST OF THE AFORESAID  
CLASSES OF PERSONS, IF THEY OR ANY OF THEM BE  
DEAD, ALL OF WHOM AND WHOSE NAMES AND PLACES  
OF RESIDENCE ARE UNKNOWN TO THE PLAINTIFF;  
THE CITY OF ELMIRA, NEW YORK;  
UNITED STATES OF AMERICA O/B/O INTERNAL  
REVENUE SERVICE;  
NEW YORK STATE DEPARTMENT OF TAXATION AND  
FINANCE;  
WORKERS' COMPENSATION BOARD OF THE STATE OF  
NEW YORK;  
CAPITAL ONE BANK;  
ARNOT OGDEN MEDICAL CENTER;  
JAMES STYLES;  
BEVERLY WATKINS JENKINS;  
CAROL WATKINS;  
LAURA WATKINS;  
CORA WATKINS;  
COLONEL WATKINS;  
KING E. WATKINS JR.;  
MIA R. WATKINS;  
MARISA L. WATKINS-WHITE;  
ANGELA R. HARRIS;  
DEBORAH WATKINS;  
and "JOHN DOE" and "MARY DOE,"  
(Said names being fictitious, it being the intention of  
plaintiff to designate any and all occupants, tenants, persons  
or corporations, if any, having or claiming an interest in  
or lien upon the premises being foreclosed herein.)

Defendants.

2014 NOV 10 PM 12 50  
COUNTY OF CHEMUNG  
COUNTY CLERK'S OFFICE

**NOTICE IS HEREBY GIVEN**, that an action has been commenced and is now pending in the Supreme Court of Chemung County upon the Complaint of the above named Plaintiff against the above named Defendant(s) for the foreclosure of:

Mortgage bearing the date of March 11, 2002, executed by Dorethea Watkins to EquiFirst Corporation to secure the sum of \$58,900.00, and interest, and recorded in the Office of the Clerk of Chemung County on March 18, 2002 in Instrument No.: 200203278.

That EquiFirst Corporation duly assigned said Note and Mortgage to JPMorgan Chase Bank as Trustee by Assignment dated March 14, 2002 and recorded on February 25, 2003 in the Office of the Clerk of Chemung County in Instrument No.: 200301957.

That The Bank of New York Mellon Trust Company, N.A. FKA The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee by Residential Funding Company, LLC FKA Residential Funding Corporation its attorney in fact duly assigned said Note and Mortgage to Quadrant Residential Capital II, LLC by Assignment dated September 29, 2009 and recorded on October 21, 2009 in the Office of the Clerk of Chemung County in Instrument No.: 200908244.

**AND, NOTICE IS FURTHER GIVEN**, that the Mortgaged Premises described in such Mortgage(s) 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, situate at 711 East Washington Avenue, Elmira, New York 14901, in the County of Chemung and State of New York, and are described in said Mortgage and in **Schedule A** attached hereto and made a part hereof.

**TOGETHER** with all the right, title and interest of Defendant(s) in and to the land lying in the street and roads in front of and adjoining said Mortgaged Premises.

The Clerk of the County of Chemung, is directed to index this Notice against the names of all the above Defendant(s).

Section: 89.08

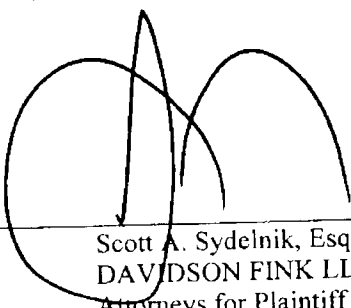
Block: 2

Lot: 32

DATED:

9/24/14  
Rochester, New York

BY:

  
\_\_\_\_\_  
Scott A. Sydelnik, Esq.  
DAVIDSON FINK LLP  
Attorneys for Plaintiff  
28 East Main Street, Suite 1700  
Rochester, New York 14614  
Tel: (585) 760-8218



**SCHEDULE A**  
**LEGAL DESCRIPTION**

all THAT TRACT OR PARCEL OF LAND situate in the City of Elmira, County of Chemung and State of New York, bounded and described as follows: Beginning at an iron pin in the North line of East Washington Avenue, 101 feet easterly from the Northeast corner of Oak Street and East Washington Avenue; running thence easterly along the said north line of East Washington Avenue a distance of 65.31 feet to an iron pin marking the southeast corner of Lot No. 27 as shown on Case Map No. 694; running thence northerly along the east line of said Lot No. 27 a distance of 100.2 feet to an iron pin; running thence westerly nearly parallel with the said North line of East Washington Avenue a distance of 50.19 feet to an iron pin in the west line of said Lot No. 27; running thence southerly along the said west line of Lot No. 27, a distance of 34.4 feet to an iron pin; running thence westerly parallel with the said north line of East Washington Avenue a distance of 15.12 feet to an iron pin; running thence southerly and parallel with the east line of said Lot No. 27 a distance of 68.3 feet to the place of beginning.

CHEMUNG COUNTY CLERK  
MORTGAGE

Return To:

CITY OF ELMIRA  
CITY HALL  
CHURCH ST  
ELMIRA NY 14901

WATKINS DEBORAH

CITY OF ELMIRA

Index

Book 00000 Page 0000

No. Pages 0013

Instrument MTG - GOV AGENCY

Date : 10/18/2002

Time : 11:14:21

Control # 200210180030

REF # M CT 002238

Employee ID CLERK2

MORTGAGE TAX

MTG REC	\$	44.00
REC SHEET	\$	3.00
MTG TX AFF	\$	5.00
RMO - ST	\$	4.75
RMO - CNTY	\$	1.00
RMO-COMP R	\$	14.25
	\$	.00
	\$	.00
	\$	.00

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

Total: \$ 72.00

STATE OF NEW YORK  
CHEMUNG COUNTY CLERK

TRANSFER AMT

THIS SHEET CONSTITUTES THE CLERK ENDORSEMENT  
REQUIRED BY SECTION 316-A (5) FOR THE REAL  
PROPERTY LAW OF THE STATE OF NEW YORK.  
DO NOT DETACH

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

CATHERINE HUGHES  
COUNTY CLERK



0210180030

## **MORTGAGE**

### **Section 1 DEFINITIONS OF WORDS USED OFTEN IN THIS DOCUMENT**

The following words will have the following definitions when used herein:

- A) "**Security Instrument.**" This document, which is dated **September 27, 2002**, together with all Riders to this document, will be called the Security Instrument.
- B) "**Borrower.**" **Doreathea Watkins**, whose address is **711 E. Washington Avenue, Elmira, New York 14901**, sometimes will be called "Borrower" and sometimes simply "I" or "me".
- C) "**Lender.**" The City of Elmira, New York will be called "Lender". Lender is a municipal corporation which exists under the laws of the State of New York, with a principal address of City Hall, 317 East Church Street, Elmira, New York 14901.
- D) "**Note.**" The notes signed by Borrower executed simultaneously herewith, will be called the "Note". The Note shows that I owe Lender **\*Fifteen Thousand and 00/100 Dollars\*** (U.S.) (**\$15,000.00**), plus interest if any, and other amounts that may be payable. I have promised to pay the debt or cause it to be forgiven in full by **October 3, 2012**.
- E) "**Property.**" The property that is described below in the Section titled "Description of Property," and is commonly referred to as **711 E. Washington Avenue, Elmira, New York**, will be called the Property.
- F) "**Loan.**" The "Loan" means the debt evidenced by the Note, plus interest, if any, 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" will sometimes be called the "Sums Secured."
- H) "**Riders.**" All riders attached to this Security Instrument that are signed by the Borrower will be called "Riders." The following Riders are to be signed by the Borrower. (Check box, as applicable):

#### **Adjustable Rate Rider**

- I) "**Applicable Law.**" All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law." This Security Instrument is being made in the State of New York.

- J) **"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 4(C)) 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."

## Section 2 BORROWERS TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY AND SUBORDINATION

- A) **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:

- 1) 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;
- 2) 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
- 3) Keep all of my other promises and agreements under this Security Instrument, the Note, and the Program Agreement.

- B) **Description of the Property:** I give Lender rights in the Property described in (1) through (7) below:

- 1) The Property is located at **711 E. Washington Avenue, Elmira, New York**. The Property is in Chemung County. It has the following legal description:

THAT TRACT OF PARCEL OF LAND, situate in the City of Elmira, County of Chemung and State of New York bounded and described as follows: Beginning at an iron pin in the North line of East Washington Avenue, 101 feet easterly from the Northeast corner of Oak Street and East Washington Avenue; running thence easterly along the said north line of East Washington Avenue a distance of 65.31 feet to an iron pin marking the southeast corner of Lot No 27 as shown on Case Map No. 694; running thence northerly along the east line of said Lot No. 27 a distance of 100.2 feet to an iron pin; running thence westerly nearly parallel with the said North line of East Washington Avenue a distance of 50.19 feet to an iron pin in the west line of said Lot No. 27; running thence southerly along the said west line of Lot No. 27, a distance of 34.4 feet to an iron pin; running thence westerly parallel with the said north line of East Washington Avenue a distance of 15.12 feet to an iron pin; running thence southerly and parallel with the east line of said Lot No. 27 a distance of 68.3 feet to the place of beginning.

Being the same premises conveyed to Doreatha Watkins by deed dated October 5, 1977 and recorded in Liber 656 of Chemung County Deeds at page 768.

2) All buildings and other improvements that are located on the Property described in subsection (1) of this section;

3) All rights in other property that I have as owner of the Property described in subsection (1) of this section. These rights are known as "easements and appurtenances to the Property";

4) 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 (1) of this section;

5) All fixtures that are now or in the future will be on the Property described in subsections (1) and (2) of this section;

6) All of the rights and property described in subsections (2) through (5) of this section that I acquire in the future; and

7) All replacements or additions to the Property described in subsections (2) through (6) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (1) through (6) of this section.

**C) Subordination.** The Lender acknowledges and agrees that this Security Instrument and the lien created thereby on the Property is subordinate to the following mortgage(s) and lien(s):

(a) Mortgage and lien to Citifinancial in the principal amount of \$28,500.00, mortgage is recorded in the Chemung County Clerk's Office.

### Section 3 BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (i) I lawfully own the Property; (ii) that I have the right to mortgage, grant and convey the Property to Lender, and (iii) there are no outstanding claims or charges against the Property, except for those listed in Section 2 (B) hereof and which are of public record. I promise that I will defend my ownership of the Property against any claim of such rights.

### Section 4 COVENANTS

I promise and I agree with Lender as follows:

A) **Borrower's Promise to Pay.** Unless all or a portion of principal is forgiven by Lender pursuant to the Note, I will pay to Lender on time principal and interest due under the Note and any other amounts due under the Note. 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. Lender will apply each of my payments, that Lender accepts, in the following order: First to pay any interest due under the Note; Next to pay principal due under the Note; next to pay the amounts due Lender under Section 2 of this Security Agreement; and next to reduce the principal balance of the Note.

**B) 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.

Except for the liens identified in the Subordination paragraph in Section 2(B), I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within ten (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 paragraph (B).

**C) 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 the 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.

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 paragraph (C) will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note applicable to unforgiven Principal from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

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

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

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

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed, in writing, not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 4(A). 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 13 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.

**D) Borrower's Obligations to Occupy the Property.** I will occupy the Property and use the Property as my principal residence within thirty (30) days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for the term of the Note.

**E) Borrower's Obligations to Maintain And Protect The Property And To Comply With Laws and Ordinances.**

- 1. Maintenance and Protection of the Property.** I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. 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 paragraph 4(C) 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.

2. **Compliance with Laws and Ordinances.** I will maintain the Property at all times so that it complies with the New York State Uniform Fire Prevention and Building Code and the Code of Ordinances of the City of Elmira. I will not use or permit anyone else to use the Property for any illegal purpose nor will I commit or permit anyone else to commit a crime while on the Property.

3. **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.

F) **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 paragraph (F). 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 paragraph (F) 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. 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.

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

## Section 5

### LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

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 if:

(A) 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 6), 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.



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 5, 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 5.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 5. 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 applicable to unforgiven Principal. 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.

## **Section 6**

### **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 4(A).

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, less any Principal forgiven, whether or not then due. The excess, if any, will be paid to me.

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

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

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

## **Section 7 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 13 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.

## **Section 8 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.

## **Section 9 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. 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.

**Section 10**  
**LAW THAT GOVERNS THIS SECURITY INSTRUMENT; WORD USAGE**

This Security Instrument is governed by federal law and the law of New York State.

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 the words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

**Section 11**  
**BORROWER'S COPY**

I will be given one copy of the Note, the Program Agreement, and this Security Instrument.

**Section 12**  
**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, less any Principal forgiven, if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission.

If Lender requires Immediate Payment in Full under this Section 12, Lender will give me a notice which states this requirement. The notice will give me at least thirty (30) days to make the required payment. The thirty (30)-day period will begin on the date the notice is given to me in the manner required by Section 9 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.

**Section 13**  
**NON-UNIFORM COVENANTS**

I also promise and agree with Lender as follows:

**Lender's Rights If Borrower Fails to Keep Promises and Agreements.** Except as provided in Section 12 of this Security Instrument, if all of the conditions stated in subsections (1), (2) and (3) of this Section 13 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

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

Lender may require Immediate Payment in Full under this Section 13 only if all of the following conditions are met:

1. I fail to keep any promise or agreement made in this Security Instrument, the Program Agreement, 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;
2. Lender sends to me, in the manner described in Section 9 of this Security Instrument, a notice that states:
  - (a) The promise or agreement that I failed to keep or the default that has occurred;
  - (b) The action that I must take to correct that default;
  - (c) 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;
  - (d) 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;
  - (e) 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.
3. I do not correct the default stated in the notice from Lender by the date stated in that notice.

#### **Section 14**

### **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.

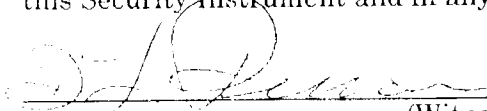
#### **Section 15**

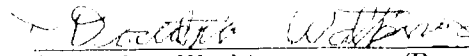
### **AGREEMENTS ABOUT NEW YORK LIEN LAW**

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 15.

**Borrower's Statement Regarding the Property.** This Security Instrument covers real property which was improved, or to be improved with the proceeds of a loan from the City of Elmira to me this date.

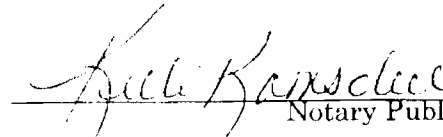
**BY SIGNING BELOW,** I accept and agree to the promises and agreements contained in pages 1 through 11 of this Security Instrument and in any Rider signed by me and recorded with it.

  
(Witness)

  
Doreathea Watkins (Borrower)

STATE OF NEW YORK     )  
                                      ) SS:  
COUNTY OF CHEMUNG    )

On the **27<sup>th</sup> day of September** in the year Two Thousand and Two, before me, the undersigned, a Notary Public in and for said State, personally appeared **Doreathea Watkins**, 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

KELLI RAMSDELL  
Notary Public, State of New York  
Chemung County No. 01RA4845550  
Commission Expires Feb. 28, 2006

## ***ADJUSTABLE RATE RIDER***

***THIS ADJUSTABLE RATE RIDER*** made this **27<sup>th</sup> day of September, 2002** is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Note to the City of Elmira (the "Lender") of the same date and covering the property described in the Security Instrument and located at **711 E. Washington Avenue, Elmira, New York, 14901**

The Note contains provisions allowing for a change in the interest rate and the monthly payment.

### ***Additional Covenants***

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

(a) **Interest/Payment/Forgiveness:** The Note provides that the Borrower shall not be obligated to make any payments on the loan so long as Borrower complies with all the terms and conditions set forth in the Note, the Program Agreement and the Mortgage. The Note provides that so long as the Borrower is in compliance that the Borrower will receive a forgiveness grant of \$1,500 against principal each year of the loan. The Note further provides for an initial interest rate of zero percent (0%). The Note also provides for change in the principal payment and the interest rate as follows:

Interest Rate and Payment Changes: If the Borrower fails to submit timely Borrower's signed annual affidavit or certification as required by Section 2 of the Note, or having submitted such affidavit or certification, the Borrower has not satisfied the conditions set forth in Section 2 of the Note, then the Borrower will not receive a forgiveness grant for that year and \$1,500 of principal shall become immediately due and payable. If the Borrower fails to pay said amount within thirty (30) days of the date of the written notification from the City that such amount is due, Borrower will pay interest on said amount at an annual rate of four percent (4%). Borrower will pay the unforgiven principal with interest in twelve (12) consecutive equal monthly installments beginning on the date specified in the written notification from the City; provided, however, if Borrower does not receive a forgiveness grant for the final year of the term of the Note, then the \$1,500 of principal applicable to the final year shall be immediately due and payable with interest at the rate stated above.

The Note holder will deliver or mail to Borrower a notice of any changes in the principal balance and the applicable interest rate.

If the City exercises the option to require immediate payment in full, the City shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay the sums prior to the expiration of this period, the City may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

Dorcas Watkins  
Dorcas Watkins

On this 27<sup>th</sup> day of **September**, Two Thousand and Two, before me, the undersigned, a Notary Public in and for said State, personally appeared **Doreathea Watkins**, 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.

City of Elmira  
Community Development  
Rehab Adjustable Rate Rider  
Rev. 2/1/02

Inst.# 200210835 - Page 14 of 14

# Judgement Control Sheet

3/13/06 (ORIGINAL DOC ID)

Name: **WATKINS, DOREATHEA**

Date: **3/10/2006** Identity: **20061382**



5000036005

File (or Return) this sheet with Original Document(s)



## SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF CHEMUNG

WORKERS' COMPENSATION BOARD OF THE STATE OF NEW YORK, :

Plaintiff, :

-against- :

DOREATHEA WATKINS :

Defendant(s) :

JUDGMENT

EMP# : 1991876

JUD# : 82723

INDEX # : 06-1382

FILING DT: \_\_\_\_\_

By order of the Chair of the Workers' Compensation Board of the State of New York, demand for the payment of the sum of \$25,250.00, representing Awards and Penalties having been made against the above captioned Defendant(s), after due notice, having defaulted in payment thereof, except the sum of \$0.00 leaving \$25,250.00 due and payable.

NOW, upon the certified copies of notices attached hereto, and upon motion of the General Counsel of the Workers' Compensation Board of the State of New York, attorney for Plaintiff, pursuant to Section 26 of the Workers' Compensation Law of the State of New York providing for entry of judgment by the County Clerk in event of such default, it is ORDERED, ADJUDGED AND DECREED, that the Plaintiff, Workers' Compensation Board of the State of New York, 20 Park Street, Albany, NY 12207 does recover from the above-captioned Defendant(s), whose last known address(es) are; 711 E WASHINGTON AVE, ELMIRA, NY 14901, respectively; the sum of \$25,250.00, and the Plaintiff have execution therefore.

Judgment signed this: 10

day of

MAR2006

Mark T. Fantauzzi, Esq.

Attorney for Plaintiff

Workers' Compensation Board

20 Park St.

Albany, NY 12207

2006 MAR 10 A 11:45  
COUNTY OF CHEMUNG  
COUNTY CLERK'S OFFICE

*John J. Pettit*  
Clerk  
*Act J*

# Judgement Control Sheet

1/16/08 (ORIGINAL DOC ID)

Name: **WATKINS, DOREATHEA A**  
Date: **1/14/2008** Identity:



File (or Return) this sheet with Original Document(s)

STATE OF NEW YORK, CITY COURT OF ELMIRA, COUNTY OF CHEMUNG

1) \*CAPITAL ONE BANK  
4851 COX ROAD GLEN ALLEN, VA 23059

2)

3)

PLAINTIFF(S),

vs.

1) DOREATHEA A. WATKINS  
711 E. WASHINGTON AVE ELMIRA, NY 14901

2)

3)

DEFENDANT(S)  
COUNTY OF CHEMUNG  
CLERK'S OFFICE  
JAN 14 2:33

ATTORNEY(S) FOR JUDGMENT PLAINTIFF(S)

1) COHEN & SLAMOWITZ LLP ATTORNEY FOR PLAINTIFF  
199 CROSSWAYS PARK DRIVE WOODBURY, NY 11797

2)

3)

ATTORNEY(S) FOR DEFENDANT(S)

1)

2)

3)

JUDGMENT FOR PLAINTIFF

JUDGMENT	2710.68
INTEREST	370.29
ATTY FEE	.00
COSTS	116.00

TOTAL 3196.97

JUDGMENT FOR DEFENDANT (COUNTERCLAIM)

JUDGMENT	.00
INTEREST	.00
ATTY FEE	.00
COSTS	.00

TOTAL .00

FIRST PAPER FILED: September 4, 2007

DISP: December 14, 2007 DEFAULT JUDGMENT HON. STEVEN W. FORREST, CITY COURT JUDGE

JUDGMENT ENTERED: December 14, 2007 AT

JUDGMENT DOCKETED: December 14, 2007 AT

STATUS: 12/14/07 DEFAULT JUDGMENT AND TRANSCRIPT ISSUED.

STATE OF NEW YORK: COUNTY OF: CHEMUNG.

I, Sharon E. Race, ~~CHIEF CLERK~~, DEPUTY CHIEF CLERK of the court named above, hereby certify that the above is a correct transcript from the docket of judgment in my office.

# Judgement Control Sheet

3/02/10 (ORIGINAL DOC ID)

Name **WATKINS, DOREATHA**

Date **3/01/2010** Identity



5000073452

File (or Return) this sheet with Original Document(s)

Entel

TRANSCRIPT OF JUDGMENT

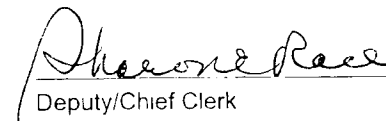
Index Number CV 002525 09/EL

JUDGMENT DEBTOR & ADDRESS		TRADE OR PROFESSION	JUDGMENT CREDITOR & ADDRESS		
(1) Doreatha Watkins 711 East Washington Avenue Elmira NY 14901		Unknown	(1) Arnot Ogden Medical Center 600 Roe Ave Elmira NY 14905		
JUDGMENT DOCKETED	JUDGMENT RENDERED	AMOUNT		Attorney for Judgment Creditor Name & Address	REMARKS Date and manner of change of Status and Judgment
Date	Date 02/11/2010	Damages	\$2 597 89	Rothman Robert Pierson 120 E Washington Street Suite 107 Syracuse NY 13202 4093	
Hr & Min	County Chemung	Costs	\$140 00		
Index No	Court Elmira City Court				
	Hr & Min 09 38 AM	Total	\$2 737 89		
EXECUTION RETURNED UNSATISFIED	SATISFIED				
	WHEN	HOW & TO WHAT EXTENT			

2009 MAR - 1 P 4 03  
COUNTY OF CHEMUNG  
CLERK'S OFFICE

State of New York  
County of Chemung  
Elmira City Court

I the undersigned judge/clerk of Elmira City Court held at Elmira City Hall 2nd Floor 317 East Church Street Elmira NY 14901 do hereby certify that the above is a correct transcription from the docket of the above judgment I further certify that defendants and/or debtors have been summoned proof of which is filed with the above referenced court In testimony whereof I have hereunto set my name and affixed my official seal on this date February 17 2010

  
Deputy/Chief Clerk