

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

INDEX NO.

\_\_\_\_\_  
NATIONSTAR MORTGAGE LLC D/B/A  
CHAMPION MORTGAGE COMPANY,

Plaintiff,

Plaintiff designates SUFFOLK as the place of  
trial situs of the real property

vs.

**SUMMONS**

ROBERT WILLIAMS A/K/A ROBERT B.  
WILLIAMS; SECRETARY OF HOUSING AND  
URBAN DEVELOPMENT; COMMUNITY  
DEVELOPMENT CORPORATION OF LONG  
ISLAND, INC.; NEW YORK STATE  
AFFORDABLE HOUSING CORPORATION;  
SOLARCITY CORPORATION; STATE OF NEW  
YORK; WELLS FARGO BANK, NATIONAL  
ASSOCIATION S/B/M/T WELLS FARGO HOME  
MORTGAGE, INC.,

Subject Property:  
31 ROSSMORE AVENUE  
CENTRAL ISLIP, NY 11722

"JOHN DOE #1" through "JOHN DOE #12," the  
last twelve names being fictitious and unknown to  
plaintiff, the persons or parties intended being the  
tenants, occupants, persons or corporations, if any,  
having or claiming an interest in or lien upon the  
premises, described in the complaint,

Defendants.

\_\_\_\_\_  
To the above named Defendants

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York) in the event the United States of America is made a party defendant, the time to answer for the said United States of America shall not expire until (60) days after service of the Summons; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

**NOTICE**

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

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

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

**Sending a payment to the mortgage company will not stop the foreclosure action.**

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

Dated: 1/28/2019

RAS Boriskin, LLC  
Attorney for Plaintiff

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

- ~~SARA BORISKIN, ESQ.~~
- ANTHONY CELLUCCI, ESQ.
- ANNETTE SHACHTER, ESQ.
- ALECIA C. DANIEL, ESQ.

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Westbury, NY 11590  
516-280-7675

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

INDEX NO.

\_\_\_\_\_  
NATIONSTAR MORTGAGE LLC D/B/A CHAMPION  
MORTGAGE COMPANY,

**COMPLAINT**

Plaintiff,

Subject Property:  
31 ROSSMORE AVENUE  
CENTRAL ISLIP, NY 11722

vs.

ROBERT WILLIAMS A/K/A ROBERT B. WILLIAMS;  
SECRETARY OF HOUSING AND URBAN  
DEVELOPMENT; COMMUNITY DEVELOPMENT  
CORPORATION OF LONG ISLAND, INC.; NEW YORK  
STATE AFFORDABLE HOUSING CORPORATION;  
SOLARCITY CORPORATION; STATE OF NEW YORK;  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
S/B/M/T WELLS FARGO HOME MORTGAGE, INC.,

"JOHN DOE #1" through "JOHN DOE #12," the last  
twelve names being fictitious and unknown to  
plaintiff, the persons or parties intended being the  
tenants, occupants, persons or corporations, if any,  
having or claiming an interest in or lien upon the  
premises, described in the complaint,

Defendants.

\_\_\_\_\_  
The complaint of the above-named plaintiff, by RAS Boriskin, LLC, its attorneys, alleges upon  
information and belief as follows:

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

1. Plaintiff is organized under the laws of the United States of America or its state of formation.
2. On February 14, 2005, ROBERT WILLIAMS A/K/A ROBERT B. WILLIAMS AND JEAN WILLIAMS duly executed and delivered a note whereby ROBERT WILLIAMS A/K/A ROBERT B. WILLIAMS AND JEAN WILLIAMS promised to pay the sum of \$435,000.00 plus interest as set forth in said note. A copy of said note is annexed hereto.
3. Plaintiff, directly or through an agent has complied with all applicable laws in an attempt to establish ownership and/or possession of the subject note and the right to foreclosure of same. Plaintiff

has possession and control of the original note and mortgage, which note is secured by the mortgage identified below, and the said note is either made payable to Plaintiff or is duly indorsed. To the extent that the original note or interim assignments of mortgage are lost or unavailable, Plaintiff has the right to foreclose the subject note and mortgage pursuant to New York law.

4. That to secure the payment of the sum represented by said note, ROBERT WILLIAMS A/K/A ROBERT B. WILLIAMS AND JEAN WILLIAMS, duly executed and delivered a mortgage which was recorded as follows and the mortgage tax thereon was duly paid:

Recording Date: February 28, 2005

County: SUFFOLK

Liber M00020989 at Page 323

Said mortgage was assigned to Plaintiff by assignment of mortgage duly executed on a date prior to the filing of the complaint. A copy of said mortgage is annexed hereto.

5. Said mortgage secured the real property known as 31 ROSSMORE AVENUE, CENTRAL ISLIP, NEW YORK 11722 and by District 0500, Section 120.00, Block 02.00, Lot 057.000 together with all fixtures and articles of personal property annexed to, installed in, or used in connection with the mortgaged premises, all as is more fully set forth in said mortgage. A copy of the legal description is set forth on Schedule A annexed.

6. ROBERT WILLIAMS A/K/A ROBERT B. WILLIAMS AND JEAN WILLIAMS also executed and delivered to plaintiff a Home Equity Conversion Loan Agreement, which required plaintiff to pay the sums secured by the mortgage to the borrower monthly instead of in one sum at the time the loan documents were executed. Said agreement provides that the loan is due upon the borrower's death.

7. Plaintiff has complied with all conditions precedent contained in the mortgage, if any, including but not limited to, sending a notice to cure default to the mortgagors as set forth in the mortgage.

8. Plaintiff declares the full amount payable under the note and mortgage to be now due, pursuant to Paragraph 9 of the subject mortgage, which states:

**Grounds for Acceleration of Debt.**

**(a) Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property).

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

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

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

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

9. JEAN WILLIAMS died on or about August 18, 2005.

10. ROBERT WILLIAMS A/K/A ROBERT B. WILLIAMS, ceased occupying the subject property for reasons other than death and the subject property is not the principal residence of any surviving borrower or ROBERT WILLIAMS A/K/A ROBERT B. WILLIAMS ceased occupying the subject property for at least 12 months due to physical or mental illness, and the property is not the principal residence of at least one other borrower.

11. The Secretary of Housing and Urban Development approved this occurrence as grounds for acceleration of the debt on September 6, 2018.

12. The default has continued beyond the applicable grace period set forth in the mortgage, and by reason thereof, plaintiff has elected and hereby elects to declare immediately due and payable the entire unpaid balance of principal.

13. As of January 31, 2019 there is due and owing to the plaintiff, the total sum of \$315,823.86.

Pursuant to the terms of the mortgage, all amounts due to the Secretary of Housing and Urban

Development for the mortgage insurance premium as defined in the loan agreements, sums due to the loan servicer for servicing activities, and other sums as provided for in the loan agreement, shall be added to and become part of the unpaid principal balance.

14. That plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and any and all future defaults under the aforesaid bond or note and mortgage, and occurring prior to the discontinuance of this action are fully paid.

15. That to protect its security afforded by said bond or note and mortgage, it may be necessary for the plaintiff to pay taxes, assessments and water rates which are, or may become liens on the mortgaged premises, and any other charges for the protection of the premises, and plaintiff hereby demands that any amounts which may be so expended shall be added to the amount of the principal sum secured by said bond or note and mortgage, together with interest from the time of any such payment, and that the same be paid to the plaintiff from the proceeds of the foreclosure sale herein.

16. That the plaintiff alleges that no other proceedings have been had for the recovery of the mortgage indebtedness or if any such action is pending, a final judgment was not rendered in favor of Plaintiff and such action is intended to be discontinued.

17. That plaintiff further alleges that all the defendants have, or may claim to have, some interest in, or lien upon the mortgaged premises, or some part thereof, which interest or lien, if any, is subject and subordinate to the lien of the mortgage being foreclosed.

18. The description of each of the named party defendants interest is set out on Schedule "B" annexed.

19. The interest or lien of each of the named party defendants, if any, is set forth in Schedule "C" annexed.

20. The terms of said mortgage provide that defendants shall be liable to plaintiff for reasonable attorneys' fees incurred by plaintiff to protect or enforce plaintiff's security interest in the premises.

21. That the sale of the mortgaged premises and title thereto are subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

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

22. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 21 as though fully set forth herein.

23. This action is brought pursuant to Article 15 of the New York State Real Property Actions and Proceedings Law to bar defendant(s) WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC., from any right, title, or interest in and to the premises located at 31 ROSSMORE AVENUE, CENTRAL ISLIP, NEW YORK 11722 and by District: 0500; Section: 120.00; Block: 02.00; Lot: 057.000.

24. Plaintiff is the holder of the subject note and mortgage referenced above.

25. Upon review of a foreclosure search it was determined that the following defendant has an interest or claim in the real property which cannot be extinguished in the foreclosure action: WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC..

26. WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC. is named a party defendant by virtue of the fact that it holds a prior mortgage which is adverse to Plaintiff's interest and which remains open of record as follows:

Dated: August 22, 2002

Recording Date: September 5, 2002

Liber M00020180 at Page 527

County of SUFFOLK

In the Amount of \$292,500.00

27. Upon information and belief, all defendants are known and have been, or will be, joined in this action. Plaintiff lacks any information indicating whether any defendant is, or might be, an infant, mentally retarded, mentally ill or an alcohol abuser.

28. Upon information and belief, there are no persons not in being or ascertained at the commencement of this action who by any contingency contained in a devise or otherwise, could afterward become entitled to a beneficial estate or interest in the property involved in this action, and any judgment rendered herein will not and may not affect any such person not in being or not ascertained at the time of the commencement of the action.

29. The senior mortgage of Defendant(s) WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC., appears to be prior and adverse to the mortgage being foreclosed and is subject to be declared invalid and extinguished pursuant to Article 15 of the Real Property Actions and Proceedings Law.

30. Plaintiff hereby requests a judgment stating the following:

ORDERED, ADJUDGED and DECREED that the mortgage which appears to be prior and adverse to the mortgage being foreclosed, namely the senior mortgage of Defendant(s) WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC. is hereby declared invalid and extinguished pursuant to RPAPL Article 15; and it is further

ORDERED, ADJUDGED and DECREED that Defendant(s) WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC. and all

persons or entities claiming by, through or under them, be and are hereby forever barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; and it is further

ORDERED, ADJUDGED AND DECREED, that the record be reformed to reflect that the prior mortgage of Defendant(s) WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC. is invalid and extinguished.

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

31. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 30 as though fully set forth herein.

32. By mutual mistake of the mortgagee and mortgagor the subject mortgage to be foreclosed, recorded in the SUFFOLK County Clerk's Office on February 28, 2005 in Official Records Liber M00020989 at Page 323, was recorded with a partially incorrect legal description, to wit; the legal description set forth in the mortgage to be foreclosed recites "BEGINNING AT A POINT ON THE WESTERLY SIDE OF ROSSMORE AVENUE, *DISTANT 130 FEET* SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF BOOTH STREET WITH THE WESTERLY SIDE OF ROSSMORE AVENUE", whereas the correct legal description should recite "BEGINNING AT A POINT ON THE WESTERLY SIDE OF ROSSMORE AVENUE, *DISTANT 150 FEET* SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF BOOTH STREET WITH THE WESTERLY SIDE OF ROSSMORE AVENUE", as set forth in the legal description attached hereto as "Schedule A".

33. The legal description attached hereto at "Schedule A" contains the correct legal description for the subject property 31 ROSSMORE AVENUE, CENTRAL ISLIP, NEW YORK 11722 and known as District 0500, Section 120.00, Block 02.00, Lot 057.000.

34. The description contained in the said mortgage being foreclosed should be reformed to match the legal description recited in "Schedule A" annexed. Plaintiff demands judgment directing the Clerk of SUFFOLK County to reform its records to reflect that the mortgage contain the legal description annexed hereto as "Schedule A".

WHEREFORE, plaintiff demands judgment against the defendants as follows:

On its FIRST cause of action

- A. The defendants and each of them, and all persons claiming under them, or any of them subsequent to the commencement of this action and the filing of the Notice of Pendency thereof, may be barred and foreclosed of all right, title, claim, lien and equity of redemption in the mortgaged premises;
- B. Said mortgaged premises be sold subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.
- C. Said premises may be decreed to be sold in one parcel according to law subject to the various items set forth in allegations of the complaint herein;
- D. The monies arising from the sale may be brought into court;
- E. Plaintiff may be paid the amount due on said note and mortgage as alleged herein, together with interest to the time of such payment, together with the sums expended by plaintiff prior to and during the pendency of this action, and for thirty days after any sale demanded herein for taxes, water rates, sewer rents, assessments, insurance premiums and other necessary and essential charges or expenses in connection therewith to protect the mortgage lien, plus any sums expended for the protection or preservation of the property covered by said mortgage and note, and the amount secured thereby, with interest thereon from the time of such payment and the costs and expenses of this action including reasonable attorneys' fees so far as the amount of such monies properly applicable thereto will pay the same;

F. The plaintiff be decreed to be the owner of any and all personal property used in connection with the said mortgaged premises, except if discharged in bankruptcy;

G. awarding the relief requested in the additional causes of action stated in the complaint, if any;

On its SECOND cause of action,

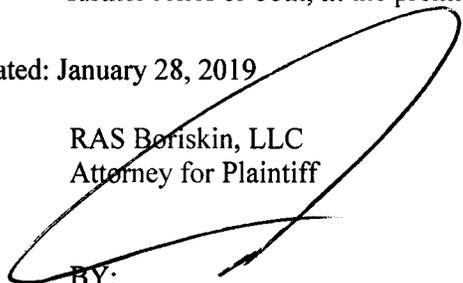
that Defendant(s) WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC.'s interest in the mortgaged premises, and all persons or entities claiming by, through or under them, be declared invalid and extinguished, and that WELLS FARGO BANK, NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME MORTGAGE, INC. and all persons or entities claiming by through or under them, be barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises and that the plaintiff be granted reformation of the record to reflect said prior mortgages being extinguished; and

On its THIRD cause of action,

plaintiff demands judgment reforming the mortgage being foreclosed to include the correct legal description recited in "Schedule A" annexed hereto; and plaintiff shall have such other and further relief or both, in the premises as shall be just and equitable.

Dated: January 28, 2019

RAS Boriskin, LLC  
Attorney for Plaintiff



BY: \_\_\_\_\_  
[ ] SARA BORISKIN, ESQ.  
 ANTHONY CELLUCCI, ESQ.  
[ ] ANNETTE SHACHTER, ESQ.  
[ ] ALECIA C. DANIEL, ESQ.  
900 Merchants Concourse, Suite 310  
Westbury, NY 11590  
516-280-7675

**ADJUSTABLE RATE NOTE  
(HOME EQUITY CONVERSION)**

FHA Case No. [REDACTED]

FEBRUARY 14, 2005

31 ROSSMORE AVENUE, CENTRAL ISLIP, NEW YORK 11722

[Property Address]

**1. DEFINITIONS**

"Borrower" means each person signing at the end of this Note. "Lender" means WELLS FARGO BANK, N. A.

and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

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

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated FEBRUARY 14, 2005 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not paid earlier, are due and payable on DECEMBER 29, 2084. Interest will be charged on unpaid principal at the rate of FOUR AND 450/1000 percent (4.4500 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

**3. PROMISE TO PAY SECURED**

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

**4. MANNER OF PAYMENT**

**(A) Time**

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

**(B) Place**

Payment shall be made at WELLS FARGO BANK, N. A.,

P. O. BOX 26901,  
GREENSBORO, NORTH CAROLINA 27419-6901  
1-800-472-3209

, or any such other place as Lender

may designate in writing by notice to Borrower.

**(C) Limitation of Liability**

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

**5. INTEREST RATE CHANGES**

**(A) Change Date**

The interest rate may change on the first day of MAY, 2005, and on  that day of each succeeding year  the first day of each succeeding month. "Change Date" means each date on which the interest rate could change.

**(B) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

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

Before each Change Date, Lender will calculate a new interest rate by adding a margin of ONE AND 500/1000 percentage points (1.5000 %) to the Current Index. Subject to the limits stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

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

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

The interest rate will never increase above FOURTEEN AND 450/1000 percent (14.4500 %).

**(E) Notice of Changes**

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

**(F) Effective Date of Changes**

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

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

A Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

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

- First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;
- Second, to that portion of the principal balance representing aggregate payments for servicing fees;
- Third, to that portion of the principal balance representing accrued interest due under the Note; and
- Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

**7. IMMEDIATE PAYMENT IN FULL****(A) Death or Sale**

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

**(B) Other Grounds**

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

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

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

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

**(D) Trusts**

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

**8. WAIVERS**

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

**9. GIVING OF NOTICES**

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

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

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

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

**11. RELATIONSHIP TO SECOND NOTE****(A) Second Note**

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

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

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

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

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

(C) Effect on Borrower

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

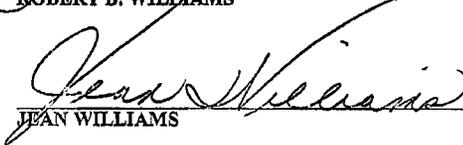
- (i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or
- (ii) Be obligated to pay interest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

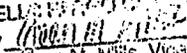
12. SHARED APPRECIATION

If Borrower has executed a Shared Appreciation Allonge, the covenants of the Allonge shall be incorporated into and supplement the covenants of this Note as if the Allonge were a part of this Note.

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

  
 \_\_\_\_\_ (Seal)  
 ROBERT B. WILLIAMS -Borrower

  
 \_\_\_\_\_ (Seal)  
 JEAN WILLIAMS -Borrower

WITHOUT RESERVE  
 PAY TO THE ORDER OF  
 WELLS FARGO BANK, N.A.  
 BY   
 Roan M. Mills, Vice President



SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: MORTGAGE/MMM  
Number of Pages: 10  
Receipt Number : 05-0021615  
MORTGAGE NUMBER: CV158681

Recorded: 02/28/2005  
At: 12:47:31 PM  
LIBER: M00020989  
PAGE: 323

District: 0500                      Section: 120.00                      Block: 02.00                      Lot: 057.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$435,000.00

Received the Following Fees For Above Instrument

|              |         | Exempt |              |         | Exempt |
|--------------|---------|--------|--------------|---------|--------|
| Page/Filing  | \$30.00 | NO     | Handling     | \$5.00  | NO     |
| COE          | \$5.00  | NO     | NYS SRCHG    | \$15.00 | NO     |
| Affidavit    | \$5.00  | NO     | Cert.Copies  | \$0.00  | NO     |
| RPT          | \$30.00 | NO     | SCIM         | \$0.00  | NO     |
| Mort.Basic   | \$0.00  | NO     | Mort.Addl    | \$0.00  | NO     |
| Mort.SplAddl | \$0.00  | NO     | Mort.SplAsst | \$0.00  | NO     |
|              |         |        | Fees Paid    | \$90.00 |        |

MORTGAGE NUMBER: CV158681

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

Edward P.Romaine  
County Clerk, Suffolk County

1 2

Number of pages 10  
TORRENS  
Serial # \_\_\_\_\_  
Certificate # \_\_\_\_\_  
Prior Cif. # \_\_\_\_\_

RECORDED  
2005 Feb 28 12:47:31 PM  
Edward P. Rosaine  
CLERK OF  
SUFFOLK COUNTY  
L 100020989  
P 323  
CU158681

| Deed / Mortgage Instrument |              | Deed / Mortgage Tax Stamp |           | Recording / Filing Stamps         |                |
|----------------------------|--------------|---------------------------|-----------|-----------------------------------|----------------|
| <b>3 FEES</b>              |              |                           |           |                                   |                |
| Page / Filing Fee          | <u>32</u>    |                           |           | Mortgage Amt.                     | <u>435,000</u> |
| Handling                   | <u>5.00</u>  |                           |           | 1. Basic Tax                      | _____          |
| TP-584                     | _____        |                           |           | 2. Additional Tax                 | _____          |
| Notation                   | _____        |                           |           | Sub Total                         | _____          |
| EA-52 17 (County)          | _____        | Sub Total                 | <u>35</u> | Spec./Assit.                      | _____          |
| EA-5217 (State)            | _____        |                           |           | or                                | _____          |
| R.P.T.S.A.                 | <u>30 -</u>  |                           |           | Spec. /Add.                       | _____          |
| Comm. of Ed.               | <u>5.00</u>  |                           |           | TOT. MTG. TAX                     | <u>0</u>       |
| Affidavit                  | <u>50</u>    |                           |           | Dual Town _____ Dual County _____ |                |
| Certified Copy             | _____        |                           |           | Held for Appointment _____        |                |
| NYS Surcharge              | <u>15.00</u> | Sub Total                 | <u>55</u> | Transfer Tax _____                |                |
| Other                      | _____        | Grand Total               | <u>90</u> | Mansion Tax _____                 |                |



The property covered by this mortgage is or will be improved by a one or two family dwelling only.  
YES \_\_\_\_\_ or NO \_\_\_\_\_  
If NO, see appropriate tax clause on page # \_\_\_\_\_ of this instrument.

|   |  |                                      |  |
|---|--|--------------------------------------|--|
| 4 <u>0500</u> Dist. 0500 12000 0200 057000 <u>000</u>   |  | 5 <b>Community Preservation Fund</b> |  |
| Real Property Tax Service Agency Verification   |  | Consideration Amount \$ _____        |  |
|   |  | CPF Tax Due \$ _____                 |  |
| 6 <b>Satisfactions/Discharges/Releases List Property Owners Mailing Address</b>   |  | Improved _____                       |  |
| <b>RECORD &amp; RETURN TO:</b><br><b>WELLS FARGO BANK N/A</b><br><b>3601 MINNESOTA DR</b><br><b>MAR XHTU27</b><br><b>BLOOMINGTON MN 55435</b> |  | Vacant Land _____                    |  |
|   |  | TD _____                             |  |
|   |  | TD _____                             |  |
|   |  | TD _____                             |  |

| 7 Title Company Information |       |
|-----------------------------|-------|
| Co. Name                    | _____ |
| Title #                     | _____ |

**8 Suffolk County Recording & Endorsement Page**

This page forms part of the attached Reverse Mtg made by: \_\_\_\_\_  
(SPECIFY TYPE OF INSTRUMENT)

WILSON

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

In the Township of Islip

In the VILLAGE \_\_\_\_\_

or HAMLET of \_\_\_\_\_

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

**IMPORTANT NOTICE**

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

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

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

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

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

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

Brookhaven Town Receiver of Taxes  
250 East Main Street  
Port Jefferson, N.Y. 11777  
(631) 473-0236

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

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

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

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

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

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

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

Sincerely,



Edward P. Romaine  
Suffolk County Clerk

dw  
2/99

RECORD AND RETURN TO:  
WELLS FARGO BANK, N. A.  
3601 MINNESOTA DRIVE, MAC: X4701-022  
BLOOMINGTON, MN 55435

[Space Above This Line For Recording Data]

State of New York

FHA Case No.



ADJUSTABLE RATE  
HOME EQUITY ~~CONVERSION~~ MORTGAGE  
*Reverse MTS*

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 14, 2005 . The mortgagor is  
ROBERT B. WILLIAMS AND JEAN WILLIAMS, HIS WIFE

whose address is 31 ROSSMORE AVENUE,  
CENTRAL ISLIP, NEW YORK 11722  
This Security Instrument is given to  
WELLS FARGO BANK, N. A.

("Borrower").

organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is  
P.O. BOX 10304, DES MOINES, IOWA 50306-030

*No # MAINST* ("Lender"). Borrower has agreed to repay to Lender  
amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity  
Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement  
to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security  
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject  
to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of  
FOUR HUNDRED THIRTY FIVE THOUSAND AND 00/100 -----

(U.S. \$ 435,000.00 ); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to  
protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and  
(c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The  
full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on  
DECEMBER 29 , 2084 . For this purpose, Borrower does hereby mortgage, grant and convey to Lender,  
with power of sale, the following described property located in SUFFOLK County,  
New York:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 31 ROSSMORE AVENUE

CENTRAL ISLIP  
(City)

NEW YORK  
(State)

(Street)

11722  
(Zip Code)

("Property Address");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9. Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

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

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

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

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

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

**11. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure

proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

#### 12. Lien Status.

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

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

#### 13. Relationship to Second Security Instrument.

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

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

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

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

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

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

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

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

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

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

16. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

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

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

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

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

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

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

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

20. **Foreclosure Procedure.** If all of the conditions stated in subparagraphs (A), (B), and (C) of this Paragraph 20 are met, Lender may require Borrower to 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 ("immediate payment in full").

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and have the Property sold. At this sale, Lender or another person may acquire the Property ("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 law and will have the right to add all reasonable attorneys' fees to the amount Borrower owes Lender. Lender may require immediate payment in full under this Paragraph 20 only if all of the following conditions are met:

(A) Borrower fails to keep any promise or agreement made in this Security Instrument, including the promises and agreements made in Paragraph 9 of this Security Instrument.

(B) Lender sends to Borrower, in the manner described in Paragraph 16 above, a notice that states: (i) the promise or agreement Borrower failed to keep; (ii) the action the Borrower must take to correct that default; and (iii) a date by which Borrower must correct the default. The date must be at least 30 days from the date on which the notice is given.

(C) Borrower does not correct the default stated in the notice from Lender by the date stated in that notice.

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

22. **Adjustable Rate Feature.** Under the Note, the initial stated interest rate of **4.4500 %** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **MAY, 2005**, and on  that day of each succeeding year  the first day of each succeeding month ("Change Date") until the loan is repaid in full.

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

(Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

(Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above **FOURTEEN AND 450/1000** percent (**14.45000 %**).

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

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. Borrower will pay all costs for the discharge. If Lender so requires, Lender may require Borrower to pay such a fee but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

24. **Agreements about New York Lien Law.** Borrower will receive all amounts lent by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. If, on the date this Security Instrument is recorded, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, Borrower will: (A) hold all amounts which Borrower receives and which Borrower has a right to receive from Lender under the Note as a "trust fund"; and (B) use those amounts to pay for that construction or work before Borrower uses them for any other purpose. Borrower acknowledges that the fact that Borrower is holding those amounts as a "trust fund" means that for any building or other improvement located on the Property, Borrower has a special responsibility under the law to use the amount in the manner described in this Paragraph 24.

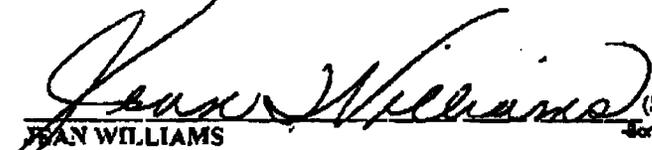
✓ 25. **Mortgage Tax Notice.** The Property is or will be principally improved by a 1 or 2 family house or dwellings only.

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

- Condominium Rider
- Shared Appreciation Rider
- Planned Unit Development Rider
- Other (Specify)

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

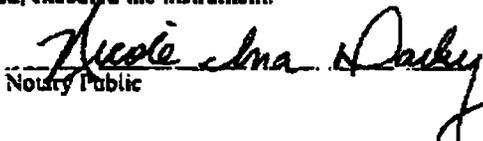
  
 \_\_\_\_\_ (Seal)  
 ROBERT B. WILLIAMS - Borrower

  
 \_\_\_\_\_ (Seal)  
 JEAN WILLIAMS - Borrower

[Space Below This Line For Acknowledgment]

STATE OF NY Suffolk COUNTY SS:  
 On the 14TH day of FEBRUARY, in the year 2005, before me, the undersigned,  
 a Notary Public in and for said State, personally appeared  
 ROBERT B. WILLIAMS AND JEAN WILLIAMS

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

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

My commission expires:

NICOLE INA DARBY  
 Notary Public - State of New York  
 No. 01DA5038824  
 Qualified in Suffolk County  
 My Commission Expires Dec. 12, 2006

## SCHEDULE A

ALL THAT CERTAIN PARCEL OF LAND with the buildings and improvements thereon erected, in the Town of Islip, County of Suffolk and State of New York laid out on a certain map entitled, "Map of Brightsides, made for John N. Ross and John R. B. Glasgow, June 30, 1916 by D. M. Dunning, Jr., C.E., which said map was filed in the Office of the Clerk of the Suffolk County, August 22, 1916 as Map No. 8, which said lots are known and designated as Lots Nos. 30, 31 and 32 in Block 10, which said lots according to said map are bounded and described as follows:

BEGINNING at a point on the westerly side of Rossmore Avenue, distant 130 feet southerly from the corner formed by the intersection of the southerly side of Booth Street with the westerly side of Rossmore Avenue;

RUNNING THENCE south 11 degrees 48 minutes east along the westerly side of Rossmore Avenue, 75 feet;

THENCE south 73 degrees 42 minutes west 112.5 feet;

THENCE north 11 degrees 48 minutes west 75 feet;

THENCE north 73 degrees 42 minutes east 112.5 feet to the westerly side of Rossmore Avenue, the point or place of BEGINNING.

**SCHEDULE A – LEGAL DESCRIPTION**

ALL THAT CERTAIN PARCEL OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, IN THE TOWN OF ISLIP, COUNTY OF SUFFOLK AND STATE OF NEW YORK LAID OUT ON A CERTAIN MAP ENTITLED, "MAP OF BRIGHTSIDES, MADE FOR JOHN N. ROSS AND JOHN R. B. GLASGOW, JUNE 30, 1916 BY D. M. DUNNING, JR., CE., WHICH SAID MAP WAS FILED IN THE OFFICE OF THE CLERK OF THE SUFFOLK COUNTY, AUGUST 22, 1916 AS MAP NO. 8, WHICH SAID LOTS ARE KNOWN AND DESIGNATED AS LOTS NOS. 30, 31 AND 32 IN BLOCK 10, WHICH SAID LOTS ACCORDING TO SAID MAP ARE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF ROSSMORE AVENUE, DISTANT 150 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF BOOTH STREET WITH THE WESTERLY SIDE OF ROSSMORE AVENUE;

RUNNING THENCE SOUTH 11 DEGREES 48 MINUTES EAST ALONG THE WESTERLY SIDE OF ROSSMORE AVENUE, 75 FEET;

THENCE SOUTH 73 DEGREES 42 MINUTES WEST 112.5 FEET;

THENCE NORTH 11 DEGREES 48 MINUTES WEST 75 FEET;

THENCE NORTH 73 DEGREES 42 MINUTES EAST 112.5 FEET TO THE WESTERLY SIDE OF ROSSMORE AVENUE, THE POINT OR PLACE OF BEGINNING.

**SCHEDULE B – PARTY DEFENDANTS**

| <b><u>PARTY DEFENDANT</u></b>   | <b><u>DEFENDANT TYPE</u></b> |
|---|------------------------------|
| ROBERT WILLIAMS A/K/A<br>ROBERT B. WILLIAMS   | Mortgagor/Obligor/Fee Owner  |
| SECRETARY OF HOUSING<br>AND URBAN<br>DEVELOPMENT  | Subordinate Mortgagee        |
| COMMUNITY<br>DEVELOPMENT<br>CORPORATION OF LONG<br>ISLAND, INC.                         | Subordinate Mortgagee        |
| NEW YORK STATE<br>AFFORDABLE HOUSING<br>CORPORATION                                     | Subordinate Mortgagee        |
| SOLARCITY CORPORATION   | Lienholder                   |
| STATE OF NEW YORK   | Lienholder                   |
| WELLS FARGO BANK,<br>NATIONAL ASSOCIATION<br>S/B/M/T WELLS FARGO<br>HOME MORTGAGE, INC. | Senior Mortgagee             |

**SCHEDULE C – PARTY INTERESTS**

**PARTY DEFENDANT**

**REASON NAMED AS PARTY DEFENDANT**

ROBERT WILLIAMS A/K/A  
ROBERT B. WILLIAMS

Record owner of property and/or obligor of note and/or mortgage being foreclosed

SECRETARY OF HOUSING  
AND URBAN  
DEVELOPMENT

Named a party defendant by virtue of it being the record holder of a mortgage secured by the subject property, which mortgage is duly recorded in the County Clerk’s office and is subordinate to the mortgage being foreclosed.

COMMUNITY  
DEVELOPMENT  
CORPORATION OF LONG  
ISLAND, INC.

Named a party defendant by virtue of it being the record holder of a mortgage secured by the subject property, which mortgage is duly recorded in the County Clerk’s office and is subordinate to the mortgage being foreclosed.

NEW YORK STATE  
AFFORDABLE HOUSING  
CORPORATION

Named a party defendant by virtue of it being the record holder of a mortgage secured by the subject property, which mortgage is duly recorded in the County Clerk’s office and is subordinate to the mortgage being foreclosed.

SOLARCITY CORPORATION

Named as a party defendant by virtue of the liens docketed in the County Clerk's office and which are subject and subordinate to the mortgage being foreclosed.

STATE OF NEW YORK

Named as a party defendant by virtue of the liens docketed in the County Clerk's office and which are subject and subordinate to the mortgage being foreclosed, copies of which are attached.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
S/B/M/T WELLS FARGO  
HOME MORTGAGE, INC.

Named a party defendant by virtue of a senior mortgage which cannot be cut-off through foreclosure



## Suffolk County Clerk's Office

11/20/2018 2:26:55 pm

### JUDGMENT - RETRIEVAL REPORT

**General Info for Doc Date:** 11/26/2010 **Seq #:** 284 **Doc Type:** JUDGMENT

| <u>INDEX #</u> | <u>D.T PERFECTED</u>      | <u>COURT</u> | <u>COUNTY</u> | <u>SHERIFF FEES</u> | <u>AMOUNT (\$)</u> | <u>COST (\$)</u> | <u>TOTAL (\$)</u> | <u>REMARKS</u> |
|----------------|---------------------------|--------------|---------------|---------------------|--------------------|------------------|-------------------|----------------|
| 10 09624       | 11/26/2010 10:43:00<br>AM | SUP          | SUFFOLK       | 0                   | 133,832.97         | 252.00           | 134084.97         |                |

#### Debtor Info

| <u>Last Name</u> | <u>First Name</u> | <u>Type</u> | <u>Street #</u> | <u>Street name</u> | <u>Street Type</u> | <u>Addr2</u> | <u>Addr3</u> | <u>City</u>  | <u>State</u> | <u>Zip</u> |
|------------------|-------------------|-------------|-----------------|--------------------|--------------------|--------------|--------------|--------------|--------------|------------|
| WILLIAMS         | ROBERT            |             | 201             | BIRSCHSHIRE        |                    |              |              | FARMINGVILLE | NY           | 11738      |

#### Creditor Info

| <u>Last Name</u>  | <u>First Name</u> | <u>Type</u> | <u>Street #</u> | <u>Street name</u>                                     | <u>Street Type</u> | <u>Addr2</u>              | <u>Addr3</u> | <u>City</u> | <u>State</u> | <u>Zip</u> |
|-------------------|-------------------|-------------|-----------------|--|--------------------|---------------------------|--------------|-------------|--------------|------------|
| STATE OF NEW YORK |                   |             |                 | C/O DAVID<br>WEISS<br>ASSISTANT<br>ATTORNEY<br>GENERAL |                    | 2100 MIDDLE<br>COUNTRY RD |              | CENTEREACH  | NY           | 11720      |

#### Attorney Info

| <u>Name</u>                               | <u>Street #</u> | <u>Street name</u> | <u>Street type</u> | <u>Addr2</u> | <u>Addr3</u> | <u>City</u> | <u>State</u> | <u>Zip</u> |
|---|-----------------|--------------------|--------------------|--------------|--------------|-------------|--------------|------------|
| DAVID WEISS ASSISTANT<br>ATTORNEY GENERAL | 2100            | MIDDLE COUNTRY     | RD                 |              |              | CENTEREACH  | NY           | 11720      |

Index Number:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF Suffolk

NATIONSTAR MORTGAGE LLC D/B/A CHAMPION  
MORTGAGE COMPANY,

Plaintiff,

-against-

ROBERT WILLIAMS A/K/A ROBERT B. WILLIAMS;  
SECRETARY OF HOUSING AND URBAN DEVELOPMENT;  
COMMUNITY DEVELOPMENT CORPORATION OF LONG  
ISLAND, INC.; NEW YORK STATE AFFORDABLE  
HOUSING CORPORATION; SOLARCITY CORPORATION;  
STATE OF NEW YORK; WELLS FARGO BANK,  
NATIONAL ASSOCIATION S/B/M/T WELLS FARGO HOME  
MORTGAGE, INC.,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve  
names being fictitious and unknown to plaintiff, the persons or  
parties intended being the tenants, occupants, persons or  
corporations, if any, having or claiming an interest in or lien upon  
the premises, described in the complaint,

Defendants.

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**SUMMONS AND COMPLAINT**

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**RAS Boriskin, LLC**  
Attorneys for Plaintiff  
900 Merchants Concourse, Suite 310  
Westbury, NY 11590  
Telephone: 516-280-7675

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Compliance with Rule 130-1.1a

- 
- SARA BORISKIN, ESQ.
  - ANTHONY CELLUCCI, ESQ.
  - ANNETTE SHACHTER, ESQ.
  - ALECIA C. DANIEL, ESQ.