

**Sample Documentary Evidence of
Egregious and Common
Legal Violations
In the Mortgaging and Foreclosure
Practices of the Financial Industry**

Draft to Senator Warren

By

**MASSACHUSETTS ALLIANCE AGAINST
PREDATORY LENDING**

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Worcester, MA 01609

July 17, 2017

Massachusetts Alliance Against Predatory Lending

The Massachusetts Alliance Against Predatory Lending (MAAPL) presents this informal overview of some egregious but common legal violations in the mortgaging and foreclosure process as exemplified in the Commonwealth of Massachusetts. The current foreclosure crisis is the most severe crisis since the foreclosure crisis that led into the American Revolution.

This report centers on evidentiary documents included, a little of the case context and how they violate applicable foreclosure law. The documents are examples from the hundreds of homeowners' cases that MAAPL staff, core volunteers, and partners review every year. Each example we discuss below represents a frequent violation. Some of them document behavior that is common to nearly 100% of cases.

That policy makers review these is urgent. Only such concrete examples and hands on experience of the kinds of questionable and/or clearly illegal documents used to take people's homes can provide a true grasp of the pervasiveness and clear cut nature of the legal violations, and the way in which such documents are standard operating procedure for a huge percentage of the financial industry players in the mortgage and foreclosure area.

MAAPL would be more than happy to answer any questions or requests for further clarification that this report might trigger.

Grace C Ross for the Massachusetts Alliance Against Predatory Lending (MAAPL)

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Background:

Massachusetts is a "non-judicial foreclosure" state. Financial institutions can, and almost always do, foreclose by sale at a public auction without proving to any court or to the homeowner that they own the mortgage or hold the homeowner's promissory Note.

When a homeowner signs a "mortgage"; they in fact sign two documents: a mortgage, which is a notarized contract; and a Note which is a promise to pay, or a debt. As a title-theory state (like most states in the US), when a homeowner signs a mortgage, they give part of their title to the lender as their mortgagee. They remain in possession of the equitable title and the mortgagee gains the legal title – these rejoin in the homeowner when the mortgage is paid off OR in the mortgagee at a valid foreclosure.

Furthermore, in Massachusetts, different parties can simultaneously own the mortgage and hold the Note. The mortgage might be sold and assigned to a new owner often half a dozen times before a foreclosure. The Note might similarly be transferred repeatedly by indorsement many times, just like a check can be endorsed over to someone else. The only requirement is that the foreclosing entity obtain legal ownership of both the mortgage, through an unbroken chain of title, and of the Note, through an unbroken chain of valid indorsements, before publishing the various public notices, and giving the various notices to the homeowner, which by law must precede a foreclosure by sale, i.e., by public auction. If a financial institution forecloses without owning both the mortgage and holding the Note, the Supreme Judicial Court held in the *Ibanez*

case that the supposed foreclosure is void. Legally, a void foreclosure never happened. Yet the financial industry itself admitted in 2015, at a private State House briefing for Massachusetts Senators and their staff, that some 40,000 Massachusetts foreclosures since 2005 were void for the same reason as in *Ibanez*.

In addition, Massachusetts law accords both homeowners and tenants the right to remain in possession of the home after a foreclosure. So practically all foreclosure-related court cases arise after a supposed foreclosure, when the supposedly foreclosing entity attempts to evict by an action in court, and the homeowner or tenant challenges the eviction.

The Uniform Commercial Code (UCC) governs Promissory Notes. For mortgage Notes, see generally UCC Articles 3 and 9. Senator Warren is of course a leading expert on the UCC.

MAAPL was founded in 2008. It is a statewide alliance of 70+ organizations that use organizing, legal, and policy tactics to protect the homes of tenants and homeowners; to educate the community about financial institutions' predatory and discriminatory practices and, together, change them.



MAAPL Membership and Supporting Organizations – Action for Boston Community Development, Inc., Action for Regional Equity, Alliance of Providers of Legal Services to Individuals Facing Foreclosure, ARISE for Social Justice, Arlington Community Trabajando, Boston Tenants Coalition, Brazilian Women's Group, Brockton Bank Tenant's Association, Brockton Interfaith Community, Carpenters Local 40, Carpenters Local 107, Charles Hamilton Houston Institute For Race & Justice, Chelsea Collaborative,

Chinese Progressive Association, City Life/Vida Urbana, Coalition for Social Justice, Community Economic Development Ctr of S.E. MA, Community Labor United, Democratic Socialists of America, Dominican Community Center, Dorchester People for Peace, At Exit Realty Services, ESAC, Fair Housing Center of Greater Boston, Greater Boston Legal Services, Goldstein & Feuer, Greater Four Corners Action Coalition, Green-Rainbow Party of MA, Harvard Legal Aid Bureau, Homeowner Options for MA Elders, Jewish Alliance for Law and Social Action, Law Offices of Brian J. Wasser, Lawrence Community Works, Lawyers' Committee for Civil and Economic Rights, Lynn United for Change, Legal Assistance Corporation of Central Mass, Mass Advocates for Children, Mass AFL-CIO, Mass Coalition for the Homeless, Mass Community Action Network, Massachusetts Fair Housing Center, Mass Foreclosure Defense League, Mass Jobs With Justice, Mass Immigrant and Refugee Advocacy Coalition, Mass Law Reform Institute, Mass Welfare Rights Union, Merrimack Valley Labor Council, Merrimack Valley Project, Mortgage Foreclosure Subcommittee – Occupy Cape Cod, MPAT Home Savers, NAACP N.E. Area Council, National Community Reinvestment Coalition, National Consumer Law Center, National Lawyers Guild, Neighbor-to-Neighbor, Neighborhood Legal Services, New England United for Justice, North Shore Labor Council, Northeast Legal Aid, Painters District Council 35, Perez-Kudzma Law Office, Pirate Party of Massachusetts, Pleasant St. Neighborhood Network Center, Roxbury Neighborhood Council, Southbridge Community Connections, South Essex Registry of Deeds, Springfield No One Leaves Coalition, UE Northeast Region, Union of Minority Neighborhoods, United Auto Workers Mass CAP, United Food & Commercial Workers 1445, United For a Fair Economy, United Steel Workers Local 5696, Vawter Law, Volunteer Lawyers Project, Worcester Anti-Foreclosure Team

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- c. Guzman-Gayflor: 'transfer' of Note, supposedly voided with different signatures, facial defect; made it non-negotiable.
- d. Norris: Three conflicting versions of Note, two conflicting allonges, not affixed.
- e. Rellstab: Allonge, showing supposed assignment of Note, faxed the day before Rellstab executed it.

2. Not in default

- a. Cutler: Default notices; but accounting years after "foreclosure" shows that she was not in default.
- b. Norris: "Right to Cure" letter and accounting years after "foreclosure" show that he'd cured default.

3. Broken chains of assignment of mortgage

- a. Gordon: Mortgage originator never assigned mortgage.
- b. Kenney: After "foreclosure," no mortgage to be assigned.
- c. Sanchez: First "Assignment" of mortgage void: hand filled in but un-initialed, notarized a week late.
- d. Schumacher: "Assignment" of mortgage is void: undated.

4. Non-compliant Default/Right to Cure letter, therefore, "foreclosure" void

- a. Hilton: "Right to Cure" letter omitted notifications that Para. 22 of mortgage contract mandated.
- b. Kunar: Same violations.
- c. Vilanova: Same violations.

5. Competing Mortgagees (3) Post 'Foreclosure'

- a. Boyer: Three competing claimants to Mortgage, 5 years after one of them "foreclosed."

6. No Written Transfer at Foreclosure

- a. Vilanova: No Memorandum of Sale; Title to Property never transferred

7. Auction Violations

- a. Norris: Power of attorney to represent bidder at auction executed months after the "foreclosure sale" proves no authorized purchaser at "foreclosure" auction.

8. No advertising of foreclosure, auction not legal

- a. Gordon: foreclosure ad was not published where claimed.
- b. Kamarauskaus: no legal auction advertisement; purchaser abandoned purchase.

9. Bank Notified No Receipt of Auction Notice

- a. Boyer: USPS Affidavit - No Notice of Sale sent to Boyer's address
- b. Gordon: Notice of sale not sent in her name.

10. Foreclosure Deed Violations

- a. Ferreira: "Foreclosing" entity swore in foreclosure recordations that Fannie Mae bid at auction & purchased. Fannie recordations swear never had interest.

11. Standard Operating Procedure violations: Fannie Mae/Freddie Mac

Fannie and Freddie claim to have owned about 60% of mortgage loans (Note and mortgage) at height of foreclosure crisis – presumably they affected about 60% of foreclosures. Under their rules they can "buy" at a foreclosure auction only if they already own the mortgage; however, they almost never foreclose in their own names. However, mortgage laws, like all U.S. creditor laws, require that in debt collection actions the debtor must know who really owns the debt. So most Fannie and Freddie "foreclosures" are illegal.

- a. Alvarez: Court Sworn evidence Freddie Mac owned whole loan; foreclosure void as not in their name.
- b. Kunar: Note and other evidence Freddie Mac owned whole loan; foreclosure void as not in their name.
- c. Palmaccio: Repeated evidence Fannie Mae owned whole loan; Servicer sent simultaneous Modification documents one from servicer as mortgagee, one from Fannie Mae as mortgagee.
- d. Wooten: Repeated evidence Fannie Mae owned whole loan.

12. Securitized Trusts

Securitized trusts shown to own about 30% of U.S. mortgages. Overwhelmingly, these trusts never owned mortgages given claimed mortgages were barred by the Trust's founding documents from being legally conveyed into them. However, presumably, they have "effected" about 30% of foreclosures.

Trustees Have No Independent Right of Action

- a. Montgomery: U.S. Bank letter – as trustee, it has no authority re foreclosure – only servicer does.

13. Securitized Trusts Not Legally Existent: Unexecuted Founding Documents

- a. Astley: Bank Of NY-SWABS Asset Backed Certificate Series 2004-11
- b. Cordiero: HEC-US Bank Pass-Through Certificate Series 2006-KS9
- c. Federico: HSI Deutsche Bank Trust Series 2006-WMC1
- d. Marks: Bear Stearns US Bank Trust Series 2005-AC2
- e. Sanchez: Deutsche Option One Trust
- f. Schumacher: typed/blank notarization: Bear Stearns Trust 2004-AC4

Appendix

- A. Massachusetts Mortgaging and Foreclosure Process**
- B. 120 Common Violations in Mortgaging and Foreclosure**
- C. Foreclosures: Denying Massachusetts an Economic Recovery**

1. Note violations

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- c. Guzman-Gayflor: 'transfer' of Note, supposedly voided with different signatures, facial defect; made it non-negotiable.
- d. Norris: Three conflicting versions of Note, two conflicting allonges, not affixed.
- e. Rellstab: Allonge, showing supposed assignment of Note, faxed the day before Rellstab executed it.

CUCUFATE: INDORSEMENTS ON NOTE IMPOSSIBLE

The Cucufate Promissory Note is attached here, with an execution date of April 8, 2005. A purported indorsement on the back page says, "paid to the order of Quicken Loan", which was the supposed mortgage originator, endorsed in blank.

Then attached to it when Cucufate went to Housing Court, (which had not existed in the same documents provided in her bankruptcy case only 2 years earlier, and therefore these are created more recently), was a new, purported allonge.

As this purported allonge is not permanently affixed to the Note, it is not valid under the UCC.

It furthermore indicates that the Note had been transferred from the supposed originator, Quicken Loan, to CitiMortgage, and from Citi Mortgage to the purported foreclosing entity, MRH Sub1, LLC, all on the same day of April 8, 2008.

Cucufate is still in the home fighting.

REDACTED

Cucufate, Jackeline

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)-Rate Caps Accrued Interest Only for Fixed Rate Period)

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

April 8, 2005
(Date)

Worcester
(City)
19 Kingsbury
Worcester, MA 01610
(Property Address)

MA
(State)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 172,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Quicken Loans Inc. a Michigan corporation. I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest for the first 120 months at a yearly rate of 5.875 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay a monthly payment of accrued interest only for the first 120 months of this loan by making a payment each month. Beginning with the 121 month, I will pay principal and interest by making a payment every month thereafter.

I will make my monthly payments on the 1st day of each month beginning on June 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 530483, Livonia, MI 48153-0483 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S.\$842.08. This amount may change.

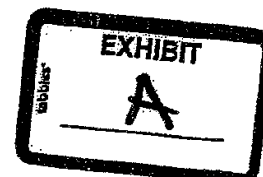
(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of May 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."



(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One-Quarter percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.875 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and No-Thousandths percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six months. My interest rate will never be greater than 10.875 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWERS FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.000% of my overdue payment of interest during the first 120 months and of the principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3 (A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

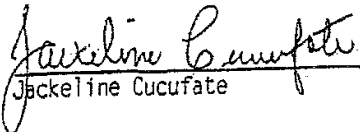
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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


Jacqueline Cucufate 04/08/2005
Borrower

Borrower

Borrower

Borrower

WITHOUT RECOURSE

Pay to the Order of

Borrower

Borrower

BY  QUICKEN LOANS INC.

SCOTT JOHNSON
CAPTURE MANAGER

Borrower

Borrower

MERS MIN: [REDACTED]

Cucufate, Jackeline

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)-Rate Caps Accrued Interest Only for Fixed Rate Period)

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April 8, 2005

[Date]

Worcester

[City]

19 Kingsbury

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[Property Address]

MA

[State]

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

2. INTEREST

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The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay a monthly payment of accrued interest only for the first 120 months of this loan by making a payment each month. Beginning with the 121 month, I will pay principal and interest by making a payment every month thereafter.

I will make my monthly payments on the 1st day of each month beginning on June 1, 2005

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If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and one-quarter percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.875 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and No-Thousandths percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six months. My interest rate will never be greater than 10.875 %.

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5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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7. BORROWERS FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.000% of my overdue payment of interest during the first 120 months and of the principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3 (A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Jackeline Cucufate 04/08/2005
Jackeline Cucufate Borrower

Borrower

Borrower

Borrower

~~WITHOUT RECOURSE~~
Pay to the Order of
Citimortgage, Inc.

Borrower

BY SCOTT JOHNSON
CAPTURE MANAGER

Borrower

NOTE ALLONGE

Statement of Purpose: This Note Allonge is attached to and made part of the Note, for the purpose of Noteholder Endorsements to evidence transfer of interest.

Loan Number: [REDACTED]

Loan Date: 4/8/2005 **Original Loan Amount:** \$ 172,000.00

Originator: QUICKEN LOANS INC.

Original Mortgagor: JACKELINE CUCUFATE

Property Address: 19 KINGSBURY, WORCESTER, MA 01610

Pay to The Order of MRH SUB I, LLC

Without Recourse



Id No: *13151416*

CITIMORTGAGE, INC.

By:

Michael E. Wileman, Vice President

FEIJO: NON-NEGOTIABLE PROMISSORY NOTE; FORECLOSURE VOID

After the illegal, supposed foreclosure of his home, and at the beginning of his eviction case, Feijo requested and received his Note in its “present day” condition.

This Note shows a clear facial defect and a remarkable number of violations. It is ordinary, however, in being obviously no longer negotiable (analogous to a check’s having become uncashable).

- a. One of its many purported indorsements, supposedly from Ohio Savings Bank F.S.B., has “VOID” scrawled across it. There is no authority given for the voiding, or date of voiding except for a typed ‘20____,’ or any explanation for it. Such an inexplicable attempt to change the chain of endorsements on a Note voids the Note’s negotiability. To correct this defect would require, basically, an affidavit to travel along with the Note to each subsequent indorser, to show that the chain of indorsements was actually intact. There was no such affidavit.
- b. Undated subsequent indorsements do not line up in any logical order to show how the note is supposed to have traveled.
- c. There is an unaffixed allonge, i.e., an additional piece of paper for subsequent indorsements when there is no more room to write on the Note itself. An allonge is considered part of a Note only as long as it is affixed (not separable from) to the Note.
- d. The parties to these indorsements include the FDIC. The FDIC purchases Notes in bulk. To transfer a note out of the FDIC when it was purchased in bulk requires completely different documentation and evidence. This Note lacks them.

These are the worst of the violations. There are more.

Feijo was “foreclosed” and evicted from his home.

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ADJUSTABLE RATE NOTE
(LIBOR One-Year Index (As Published in *The Wall Street Journal*)-Rate Caps)

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

September 29, 2006
[Date]

STONEHAM
[City]

Massachusetts
[State]

36 FRANCIS STREET #1, WORCESTER, MA 01606
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 106,925.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is DREW MORTGAGE ASSOCIATES, INC.

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.750 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on November, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
TURNPIKE, SHREWSBURY, MA 01545

DREW MORTGAGE ASSOCIATES, INC., 196 BOSTON
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 766.03. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of October, 2009, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

LOAN NUMBER: [REDACTED]

Multistate Adjustable Rate Note—WSJ One-Year LIBOR—Single Family—Fannie Mae UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—

MIN: [REDACTED]

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EXHIBIT

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If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and 750/1000ths percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.750 % or less than 5.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.750 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the

LOAN NUMBER: [REDACTED]

MTN: [REDACTED]

Multistate Adjustable Rate Note—WSJ One-Year LIBOR—Single Family—Fannie Mae UNIFORM INSTRUMENT

—THE COMPLIANCE SOURCE, INC.—
www.compliance-source.com

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interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

LOAN NUMBER: [REDACTED]

MTN: [REDACTED]

Multistate Adjustable Rate Note—WSJ One-Year LIBOR—Single Family—Finance Note UNIFORM INSTRUMENT
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www.compliance-source.com

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WORCESTER HOUSE

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

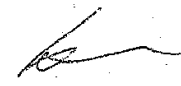
 (Seal)
CLEOMAR B. FELJO -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

X 

Witness:

LOAN NUMBER: [REDACTED]

MIN: [REDACTED]

Multistate Adjustable Rate Note—WSJ One-Year LIBOR—Single Family Residential—UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—
www.compliance-source.com

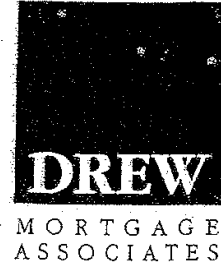
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Worcester Housing Court



ALLONGE TO NOTE

ALLONGE TO A CERTAIN NOTE DATED:

LOAN NUMBER: 7919639

LOAN AMOUNT: 106,925.00

IN FAVOR OF: DREW MORTGAGE ASSOCIATES, INC.

AND EXECUTED BY: Cleomar B Feijo

PROPERTY ADDRESS: 36 Francis Street # Worcester
MA 01606

PAY TO THE ORDER OF: OHIO SAVINGS BANK

WITHOUT RECOURSE

DREW MORTGAGE ASSOCIATES, INC.

BY: _____

Cleveland, Ohio 20
PAY TO THE ORDER OF

NAME: CHRISTINE RAWAN

Without Recourse

TITLE: SR EXECUTIVE VICE PRESIDENT

OHIO SAVINGS BANK
fka OHIO SAVINGS BANK, F.S.B.

PAY TO THE ORDER OF THE FEDERAL HOME LOAN BANK OF
CINCINNATI WITHOUT RECOURSE OR WARRANTY.

Ajay Chandra
Authorized Agent

NAME OF MEMBER: AmTrust Bank

BY: _____

BY: _____

The undersigned hereby releases all its interest in the written
note and / or mortgage or deed of trust, without recourse.

FEDERAL HOME LOAN BANK OF CINCINNATI
196 Boston 200 Pike Road

By: _____
Shrewsbury, MA 01545

Tel: 508-753-1656 • Fax: 508-754-3147

800-698-1656

www.drewmortgage.com



Your Home for Mortgage Planning



ALLONGE TO NOTE

Loan # 7919639

Allonge to one certain Note dated: September 29, 2006

In the Principle Amount: \$106,925.00

Borrower: Cleomar B Feijo

Property address: 36 Francis Street #1, Worcester, MA 01606

Pay to the order of

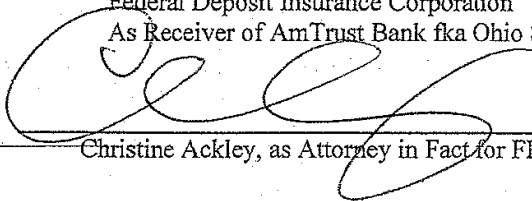
New York Community Bank

without recourse

Federal Deposit Insurance Corporation

As Receiver of AmTrust Bank fka Ohio Savings Bank

By:


Christine Ackley, as Attorney in Fact for FDIC

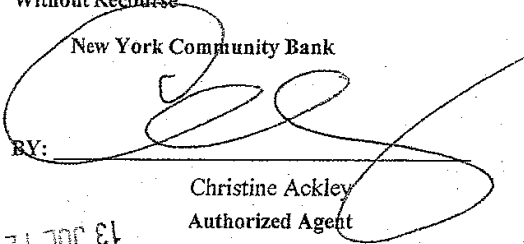
Cleveland, Ohio _____ 20 _____

PAY TO THE ORDER OF

Without Recourse

New York Community Bank

BY:


Christine Ackley
Authorized Agent

13 JUL 12 AM 10:47
WORCESTER HOUSING COURT

GUZMAN-GAYFLOR: NON-NEGOTIABLE NOTE

Jennifer Guzman Gayflor received both her Note in its current state, and a copy of an Assignment of her mortgage in discovery. The Note has a clear facial defect.

The indorsement of this Note is obscured by a large stamp saying, 'VOID / Merger did not occur.' Beneath the 'VOID' stamp is a signature, and immediately below that is a stamp saying 'Marcus Beasley / Vice President,' with a hand-written '5-12-14' under it.

It appears that Wells Fargo Financial Massachusetts had indorsed Guzman's Note to another company with which it had planned to merge – then the merger did not occur. The failure of a planned merger would not invalidate the indorsement to the other company. The other company or any successor in interest owns the interest in the Note.

Transfer of a Note requires intent, expressed here by special endorsement. There is no way to tell who, if anyone, might have been entitled to enforce this Note under the Uniform Commercial Code as of whatever the date of the indorsement.

Another stamp, lower on the page, says 'Without Recourse / Pay to the order of / Wells Fargo Financial Inc. / By [signature] / Marcus Beasley, Vice President.' Of what was Mr. Beasley a Vice President? No proof of authority exists. If he was a Vice President of Wells Fargo Financial Massachusetts, was he attempting to indorse a Note, in which Wells Fargo Financial Massachusetts no longer had any interest, back to the very company of which he was an officer? Only the party to which it was indorsed can indorse it back.

There is no way to tell who, if anyone, might be entitled to enforce this Note under the UCC. It is non-negotiable. If it were a check, no one could cash it.

Under Massachusetts real property law, enforcement of the Guzman mortgage has a similar problem. An Assignment of the May 16, 2007 Mortgage by 'Wells Fargo Financial, Inc., as successor by merger to Wells Fargo Financial Massachusetts, Inc.,' which Guzman received in discovery is to – no one. The space for the name of the Grantee is blank. Yet a Grantor can assign an interest in real property only to an identified Grantee. Here, there is no Grantee. The purported Assignment has no effect. This Assignment of Mortgage was never recorded in the Worcester Registry of Deeds.

Nonetheless, on July 14, 2011, a Virginia Smith notarized the signature on this purported Assignment of Mortgage. The signature on the purported Assignment is obscured by the same sort of 'VOID / Merger did not occur' stamp as appears on the purported Assignment of Guzman's Note. A handwritten diagonal line also goes through the page, over both the Assignment itself and Ms. Smith's notarization. If the Assignment of Mortgage is effective, these stamps, signatures, and line would not have undone it. Only the Grantee would have had any authority to reassign the mortgage. If the debt still existed, the mortgage originator might still own the title to the Guzman home.

ADJUSTABLE RATE NOTE

NOTICE TO BORROWER: THIS NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM AND MINIMUM RATE I MUST PAY.

05/16/07
[Date]

AUBURN, MA 01501
[City, State, Zip]

184 BURNCOAT STREET
WORCESTER, MA 01606
[Property Address]

1. **BORROWER'S PROMISE TO PAY**
In return for a loan that I have received, I promise to pay U.S. \$248961.29 (this amount is called "principal" which consists of the amount financed plus points/finance charges (financed)), plus interest, to the order of the Lender. The Lender is Wells Fargo Financial Massachusetts, Inc. I will make all payments under this Note in the form of cash, check or money order.
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."
2. **INTEREST**
Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.12%. The interest rate I will pay will change in accordance with Section 4 of this Note.
The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(A) of this Note. Interest will be calculated on an interest-bearing basis.
3. **PAYMENTS**
 - (A) **Scheduled Payments**
I will pay principal and interest by making payments when scheduled. I will make my scheduled payments each month beginning on 06/21/07.
(B) **Maturity Date and Place of Payments**
I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.
My scheduled payments will be applied to interest before principal. If, on 05/21/17, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."
I will make my scheduled payments at P.O. BOX 28784 LAS VEGAS, NV 89123 or at a different place if required by the Note Holder.
 - (C) **Amount of My Initial Scheduled Payments**
Each of my initial scheduled payments will be in the amount of U.S. \$1942.21. This amount may change.
 - (D) **Scheduled Payment Changes**
Changes in my scheduled payments will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my scheduled payment in accordance with Section 4 of this Note.
4. **INTEREST RATE AND SCHEDULED PAYMENT CHANGES**
 - (A) **Change Dates**
Each date on which my interest rate could change is called a "Change Date." The interest rate I will pay may change on 05/21/12 and on every sixth month anniversary date thereafter that is before the maturity date. There will be no Change Dates on or after the maturity date. The interest rate in effect on the maturity date will remain in effect after the maturity date until the full amount of principal has been paid.

ORIGINAL
11-24-07

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "index" is the highest "Prime Rate" as published by the *The Wall Street Journal*.

The most recent month-end (defined as the last business day of that month) index available before the date occurring one day preceding one month prior to the Change Date is called the "Current Index." For example, if your Change Date is May 13, the most recent month-end index available on April 12 (one day preceding one month prior to May 13) would be the index for March 31, assuming March 31 is a business day. If your Change Date is July 1, the most recent month-end index available on May 31 would be the index for April 30, assuming April 30 is a business day.

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 0.85% (this number is referred to as the "Margin") to the Current Index. The result of this calculation will be rounded off by the Note Holder to the nearest 0.125%. Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

My interest rate will never be increased or decreased on the first Change Date by more than three (3%) percentage points. For all Change Dates thereafter, my interest rate will never be increased or decreased by more than one (1%) percentage point. Subject to any limitation set forth in Section 6 below, my interest rate will never be more than six (6%) percentage points greater than the initial interest rate set forth in Section 2 above. Notwithstanding anything to the contrary in this Note, my interest rate will never decrease below 3.5%.

(E) Effective Date of Changes

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

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment. The notice will include information required by law to be given to me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. PREPAYMENT

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Default**

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

(B) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay

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

(C) No Waiver By Note Holder

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

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

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

(E) Late Charge

If I fail to make any payment in full within 15 days of the due date, I will pay a late charge to Note Holder in an amount equal to 3% of the late portion of my payment.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(E) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as the Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument.

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

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

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

[Sign Original Only]

Without Recourse
Pay to the order of
WELLS FARGO FINANCIAL, INC.
BANK OF AMERICA, N.A.
MARCUS BEASLEY
VICE PRESIDENT
6-12-14

WITHOUT RECOURSE
PAY TO THE ORDER OF
WELLS FARGO FINANCIAL, MASSACHUSETTS, INC.
BY [Signature]
MARCUS BEASLEY, VICE PRESIDENT

ORIGINAL
MAILED

0417636477

Bk: 55892 Pg: 388

Total Pages: 3

CORPORATE ASSIGNMENT OF MORTGAGEWorcester South, Massachusetts
"GUSMAN-GAYFLO"

Date of Assignment: August 19, 2016

Assignor: WELLS FARGO FINANCIAL MASSACHUSETTS, INC. a 800 WALNUT ST. DES

MONROE, IA 50309

Assignee: U.S. BANK TRUST, N.A., AS TRUSTEE FOR LPS MASTER PARTICIPATION TRUST #

12861 WILKES WAY, OKLAHOMA CITY, OK 73124

Executed By: JENNIFER E GUSMAN-GAYFLO AND BODMAN PRINCE GAYFLO AS

HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY To: WELLS FARGO FINANCIAL

MASSACHUSETTS, INC.

Date of Mortgage: 05/16/2007 Revended: 11/29/2007 in Book/Ref/Letter: 43088 Page/Folio: 55 in

Instrument No.: 2007 06149523 in the County of Worcester South, State of Massachusetts.

Property Address: 1 M BURROGAT STREET, WORCESTER, MA 01606 in the municipality of

WORCESTER.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage bearing an original principal sum of \$348,361.29 with interest, secured thereby, and the full benefits of all the covenants and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

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

WELLS FARGO FINANCIAL MASSACHUSETTS, INC.

On 8/19/16

Property Address:
1 M BURROGAT STREET
WORCESTER, MA 01606By: 
JENNIFER E. GUSMAN-GAYFLO
Vice President

not to be recorded in the office of the Worcester County Register of Deeds until the assignment of the mortgage is recorded in the office of the Worcester County Register of Deeds.

Recording Requested By:
WELLS FARGO BANK, N.A.
Where Recorded Refer To:
ASSIGNMENT TEAM
WELLS FARGO BANK, N.A.
1000 BLUE GENTIAN RD #100
MAC: N9289-018
EAGAN, MN 55121-4400

eRecorded

BK: 65892 Pg: 389

CONDENSED ABSTRACT OF MORTGAGE PAGE 1 OF 1

STATE OF Minnesota
COUNTY OF Dakota

On 5/21/2016, before me, Jennifer Rae Anderson, a Notary Public in the State of Minnesota, personally appeared SHARON M. BROWN, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity, and that he/she/they sign(s) on the instrument the name(s), or the name(s) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Jennifer Rae Anderson
Notary Public - Minnesota
My Commission Expires: 1/01/2020



(This area for notary's seal)

PREPARED BY: WELLS FARGO BANK, N.A.

ATTEST: WORC Anthony J. Vigliotti, Register

eRecorded

RETURN SERVICE ONLY
Please do not send mail to this address
P.O. Box 918053
Dallas, TX 75261-0053

June 30, 2016

7-750-72390-0001410-001-000-000-000-000
JENNIFER E GUZMAN-GAYFLOR
BOIMAN P GAYFLOR
184 BURNCOAT ST
WORCESTER MA 01606-2406

NOTICE OF SALE OF OWNERSHIP OF MORTGAGE LOAN

The purpose of this letter is to inform you that your mortgage loan (described below) has been sold to LSF9 Master Participation Trust (hereinafter "Us," "We", "Our", or "Lender"). By law we are required to inform you that your loan has been sold to Us.

LOAN INFORMATION

Date of Loan: May 16, 2007
Account Number: 9804722420
Original Amount of Loan: \$248,561.00
Date Ownership Transferred to Us: June 23, 2016
Address of Mortgaged Property: 184 BURNCOAT ST, WORCESTER MA 01606-0000

OUR INFORMATION (OWNER ONLY, **NOT YOUR SERVICER**)

Name: LSF9 Master Participation Trust
Mailing Address (not for payments): c/o Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma City, OK 73134
Telephone Number (Toll free): 1-888-248-5075

NOTE: We are not the Servicer of your loan.

The Servicer of your loan, identified below, is authorized to act and receive notices on our behalf, answer any questions about your loan, and collect your mortgage payments. Should you have any questions regarding your loan, please contact the Servicer using the contact information below. The Servicer will respond to inquiries and requests regarding your loan.

Please continue to send your mortgage payments as directed by the Servicer, and NOT to Us. Payments sent to Us instead of the Servicer may result in late charges on your loan and your mortgage loan becoming past due. If you send your mortgage payments to Us rather than the Servicer, neither We nor the Servicer will be responsible for late charges or other consequences. If the servicing of your mortgage loan is transferred, you will receive a separate notice as required by applicable law.

SERVICER INFORMATION

Name: Wells Fargo Home Mortgage (WFHM)
Mailing Address: PO Box 10335, Des Moines, IA 50306
Telephone Number (Toll free): 800-662-3521

The transfer of the lien associated with your loan is currently recorded, or in the future may be recorded, in the public records of the local County Recorder's office for the county where your property is located. If checked ☒, ownership of your loan may also be recorded on the registry of the Mortgage Electronic Registrations System at 1818 Library Street, Suite 300, Reston, VA 20190.

Partial Payments

If you make a monthly payment that is less than the full amount due that is called a Partial Payment. As your new Lender,

- A) We may accept Partial Payments and require the Servicer to apply them to your loan.
- B) We may require the Servicer to hold Partial Payments in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

If your loan is sold, the new Owner or Lender may have a different partial payment policy.

Thank you for your attention to this matter.

LSF9 Master Participation Trust

NORRIS: 3 VERSIONS OF NOTE, 2 OF ALLONGE; FORECLOSURE VOID

The Norris 'Note,' attached here, comes as copies of three versions, each clearly different from the others. See the holes at the top of some, the different marks on the bottom of each front page, the upper initial line on one copy. The foreclosing entity that 'bought back' at the foreclosure auction was an HSBC Securitized Trust. These documents were all provided to Norris in discovery in the eviction case.

In the discovery were two different versions of the allonge. Review the two versions – again one is clearly not an earlier version of the other: they are purported signed by the same person, yet the signatures are wildly different.

The first signatory on the allonge with two /s/s, is supposedly from the same legal entity as the allonge with one /s/, but in the allonge with one, the signatory is identified as Amy Hawkins, Shipping Officer, First National Bank of Arizona. In the allonge which she supposedly signs twice, once as the original bank, and the second time as the second bank in order of acquisition, she signs as the Assistant Vice President for both the First National Bank of Arizona and the First National Bank of Nevada. It is highly unlikely that Ms. Hawkins was, at one and the same time, an officer of each of these banks.

Each of the three versions of the Note is clearly different from the other two. They are not earlier and later copies of the same document. The versions that the Plaintiff then used in court were two of these different versions. Most importantly, the version that Plaintiff submitted in court is not the version of the Note which has an additional sign off in the top section that states, "First National Bank of Arizona, certified by y/q". This appears to be a receipt initialing that the originating bank had received it. But this version was never used in court. It has to be a more recent version than the versions that lack that receipt notation.

Therefore, the copies of Notes were dishonestly submitted in court for use by the HSBC Trust. In addition, we had a document authenticator and signature analyst inspect the Notes. They are clearly different from each other. The one that was passed off by the Plaintiff Trust to be looked at by the lower court judge is clearly something that was printed off recently, for instance, from an early scan in. The paper has very few artifacts that would have been created by having been copied numerous times, and also the paper quality is not old enough.

The copy submitted into the court file is clearly different and does not match the one that was presented for visual review by the lower court judge *even though the HSBC Trust lawyer told the judge they were the same*.

In addition, the actual Note version and 'allonge' submitted for the Court's physical review led to this interaction: While holding the allonge in one hand and the Note, separately, in the other, the judge said, "are these affixed to each other." Visibly, they were not affixed. Clearly, the judge did not understand either the meaning of 'affixed' (and its legal necessity) or that this was submitted *as the original note*.

The Chief Judge in the Worcester Housing Court has stated repeatedly, on the record, that she does not understand Notes. Therefore, she has allowed the evidence to be introduced whose connection with the case she admittedly fails to understand. Yet in those cases, and despite objections by defendant homeowners, she has found that there are no material issues of fact and has evicted.

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

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

FEBRUARY 15, 2005
(Date)

MCLEAN
(City)

VIRGINIA
(State)

282 PINE STREET, LEICESTER, MA 01524
(Property Address)

First National Bank of Arizona
Certified by: Y-Q

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$239,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST NATIONAL BANK OF ARIZONA.

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.0000%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on

APRIL 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on

MARCH 1, 2035

I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 62768, PHOENIX, AZ 85082-2768

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,195.00. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

WMP-836H 42101 MW 05/00 Form 3520 1/01

WMP MORTGAGE FORMS - (800) 521-7291

Page 1 of 4

WMP-836H



HA

Norris707

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH, 2008, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE / QUARTER percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.0000 % or less than 2.2500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.0000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.0000 %, or less than 2.2500%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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12410-538N 0210

Page 3 of 4

Form 3520 1/01
Initials: _____



Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

PAUL L. NORRIS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

JAMES E. SCOLA WITNESS

(Sign Original Only)

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838N (02/01)

Page 4 of 4

Form 3520 1/01

WORCESTER HOUSING COURT
13 DEC 24 PM 12:09

INTEREST-ONLY ADDENDUM
TO ADJUSTABLE RATE PROMISSORY NOTE

Loan Number: 3274024145

Property Address: 282 PINE STREET, LEICESTER, MA 01524

THIS ADDENDUM is made this 15 day of February, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to FIRST NATIONAL BANK OF ARIZONA (the "Lender").

THIS ADDENDUM supersedes Sections 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on April 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on March 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my payments at P.O. BOX 9490, SCOTTSDALE, AZ 85254 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,195.00. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One / Quarter percentage point(s) (2.2500 %) to the Current Index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) A Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.0000 % of my overdue payment of interest during the interest-only period, 3.0000 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

Dated: 2-15-05

Paul L. Norris
PAUL L. NORRIS

Date

Date

Date

Date



14635 North Kierland Blvd, Suite 201
Scottsdale, AZ 85254
Office (480) 609-5500 Fax (480) 609-5569

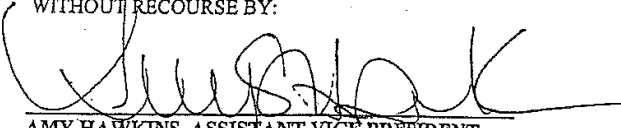
ALLONGE TO NOTE

LOAN NUMBER: 3274024145
BORROWER: NORRIS
IN THE AMOUNT OF: \$239,000.00

PAY TO THE ORDER OF:

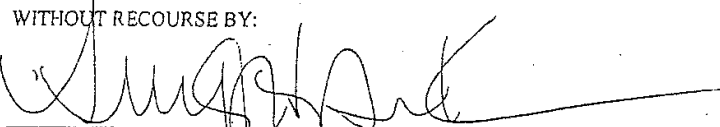
FIRST NATIONAL BANK OF NEVADA

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF ARIZONA

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF NEVADA

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

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

FEBRUARY 15, 2005
[Date]

MCLEAN
[City]

VIRGINIA
[State]

282 PINE STREET, LEICESTER, MA 01524
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 239,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST NATIONAL BANK OF ARIZONA

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.0000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on APRIL 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MARCH 1, 2035, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 62768, PHOENIX, AZ 85082-2768

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,195.00. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

4440-338N (0210) NW 0500 Form 3520 1/01

VMP MORTGAGE FORMS - (800)521-7231

Page 1 of 4

Initials: _____



[Handwritten Signature]

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH, 2008, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE / QUARTER percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.0000 % or less than 2.2500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.0000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.0000 %, or less than 2.2500%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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3274024145

U240-338N (02/01)

Page 3 of 4

Form 3520 1/01

Initials: _____



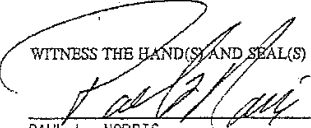
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

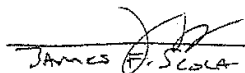
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal) _____ (Seal)
PAUL L. NORRIS -Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

 JAMES F. SCOLA WITNESS

[Sign Original Only]

4000013260

3274024145

**INTEREST-ONLY ADDENDUM
TO ADJUSTABLE RATE PROMISSORY NOTE**

Loan Number: 3274024145

Property Address: 282 PINE STREET, LEICESTER, MA 01524

THIS ADDENDUM is made this 15 day of February, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to FIRST NATIONAL BANK OF ARIZONA (the "Lender").

THIS ADDENDUM supersedes Sections 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on April 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on March 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my payments at P.O. BOX 9490, SCOTTSDALE, AZ 85254 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,195.00. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One / Quarter percentage point(s) (2.2500 %) to the Current Index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) A Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.0000 % of my overdue payment of interest during the interest-only period, 3.0000 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

Dated: 2-15-05

Paul L. Norris
PAUL L. NORRIS

Date

Date

Date

Date



BANK OF NEVADA

14635 North Kierland Blvd, Suite 201
Scottsdale, AZ 85254
Office (480) 609-5500 Fax (480) 609-5569

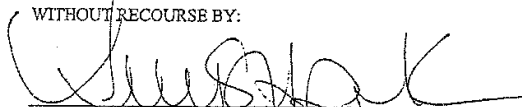
ALLONGE TO NOTE

LOAN NUMBER: 3274024145
BORROWER: NORRIS
IN THE AMOUNT OF: \$239,000.00

PAY TO THE ORDER OF:

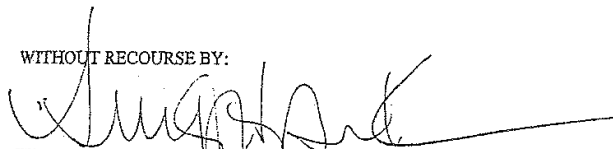
FIRST NATIONAL BANK OF NEVADA

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF ARIZONA

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF NEVADA

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

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

FEBRUARY 15, 2005
(Date)

MCLEAN
(City)

VIRGINIA
(State)

282 PINE STREET, LEICESTER, MA 01524
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 239,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST NATIONAL BANK OF ARIZONA

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.0000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on

APRIL 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MARCH 1, 2035, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 62768, PHOENIX, AZ 85082-2768

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,195.00

This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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3274024145

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Mae UNIFORM INSTRUMENT

338B (12/01) MW 15000 Form 3520 1/01

VMF MORTGAGE FORMS - 10/01/01-7/20/01

Page 1 of 4

Indicate:



HA

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH, 2008, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will give me notice of this choice. If the Note Holder chooses a new Index, I will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE / QUARTER percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.0000 % or less than 2.2500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.0000 %). From the rate of interest I have been paying for the preceding 6 months, my interest rate will never be greater than 12.0000 %, or less than 2.2500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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2008-0338N-02101

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Subject: _____

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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Notes: _____



Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

PAUL L. NORRIS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

James H. Seale Witness

[Sign Original Only]

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3274024145

240-838N 12101

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Form 3520 1/01



14635 North Kierland Blvd, Suite 201
Scottsdale, AZ 85254
Office (480) 609-5500 Fax (480) 609-5569

ALLONGE TO NOTE

LOAN NUMBER: 3274024145
BORROWER: NORRIS
IN THE AMOUNT OF: \$239,000.00

PAY TO THE ORDER OF:

FIRST NATIONAL BANK OF NEVADA

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF ARIZONA

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF NEVADA



14635 North Kierland Blvd., Suite 201
Scottsdale, AZ 85254
Office (480) 609-5500 Fax (480) 609-5569

ALLONGE TO NOTE

LOAN NUMBER: 3274024145
BORROWER: NORRIS
IN THE AMOUNT OF: \$239,000.00

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:

AMY HAWKINS, SHIPPING OFFICER
FIRST NATIONAL BANK OF ARIZONA

RELLSTAB: NOTE 'INDORSED' BEFORE IT WAS IN EXISTENCE

The Rellstab Note was indorsed, according to its front page, on November 23, 2005. Its purported allonge, which has a printed fax transmittal line, states it was faxed on November 22, 2005, the day before the note came into existence.

LOAN NO. 7700255313
 MIN: 1000606-7700255313-9
 NOVEMBER 23, 2005

NOTE

0152862199

{City}

{State}

27 MAPLE STREET, SPENCER, MASSACHUSETTS 01562
 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 202,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is UNION CAPITAL MORTGAGE BUSINESS TRUST, A BUSINESS TRUST

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.125 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JANUARY 1, 2006

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 45 BRAINTREE HILL PARK, SUITE 400, BRAINTREE, MASSACHUSETTS 02184 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,364.28

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Prepayment Addendum to Note attached and made a part hereof.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

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

 (Seal)
CAROLINE J. RELLSTAB Borrower

____ (Seal)
Borrower


____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

(Sign Original Only)


Robert J. Meyers Witness

ALLONGE ATTACHED FOR THE PURPOSE
OF ENDORSING THE NOTE

JAN. 24. 2017 1:51PM

WELLSFARGO 210 624 6380

NO. 359 P. 7

11/22/2005 13:12 FAX 878 777 8057

MNI WHOLESALE

002/002

ALLONGE TO PROMISSORY NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE
FOLLOWING DESCRIBED NOTE, THIS ALLONGE IS AFFIXED
AND BECOMES A PERMANENT PART OF SAID NOTE:

DATE OF NOTE:

11/23/05

LOAN NUMBER:

7700255313

ORIGINAL LOAN AMOUNT:

\$ 202,500

PROPERTY ADDRESS:

27 Maple Street
Spencer, MA 01562

BORROWER(S) NAME:

Caroline S. Pellstab

PAY TO THE ORDER OF

MORTGAGE NETWORK, INC.

WITHOUT RECOURSE,

Union Capital Mortgage Business Trust

BY:

Name:
Title:

[Signature]
Name:
Title:

Pay to the Order of
Without Recourse
Mortgage Network, Inc.
Jennifer S. Tardiff
AVP Secondary Marketing
WELLS FARGO BANK, N.A.
WELLS FARGO BANK, N.A.
Mortgage Network, Inc.
Jennifer S. Tardiff
AVP Secondary Marketing

2. Not in default

- a. Cutler: Default notices; but accounting years after “foreclosure” shows that she was not in default.
- b. Norris: “Right to Cure” letter and accounting years after “foreclosure” show that he’d cured default.

GUZMAN-GAYFLOR: NON-NEGOTIABLE NOTE

Jennifer Guzman Gayflor received both her Note in its current state, and a copy of an Assignment of her mortgage in discovery. The Note has a clear facial defect.

The indorsement of this Note is obscured by a large stamp saying, 'VOID / Merger did not occur.' Beneath the 'VOID' stamp is a signature, and immediately below that is a stamp saying 'Marcus Beasley / Vice President,' with a hand-written '5-12-14' under it.

It appears that Wells Fargo Financial Massachusetts had indorsed Guzman's Note to another company with which it had planned to merge – then the merger did not occur. The failure of a planned merger would not invalidate the indorsement to the other company. The other company or any successor in interest owns the interest in the Note.

Transfer of a Note requires intent, expressed here by special endorsement. There is no way to tell who, if anyone, might have been entitled to enforce this Note under the Uniform Commercial Code as of whatever the date of the indorsement.

Another stamp, lower on the page, says 'Without Recourse / Pay to the order of / Wells Fargo Financial Inc. / By [signature] / Marcus Beasley, Vice President.' Of what was Mr. Beasley a Vice President? No proof of authority exists. If he was a Vice President of Wells Fargo Financial Massachusetts, was he attempting to indorse a Note, in which Wells Fargo Financial Massachusetts no longer had any interest, back to the very company of which he was an officer? Only the party to which it was indorsed can indorse it back.

There is no way to tell who, if anyone, might be entitled to enforce this Note under the UCC. It is non-negotiable. If it were a check, no one could cash it.

Under Massachusetts real property law, enforcement of the Guzman mortgage has a similar problem. An Assignment of the May 16, 2007 Mortgage by 'Wells Fargo Financial, Inc., as successor by merger to Wells Fargo Financial Massachusetts, Inc.,' which Guzman received in discovery is to – no one. The space for the name of the Grantee is blank. Yet a Grantor can assign an interest in real property only to an identified Grantee. Here, there is no Grantee. The purported Assignment has no effect. This Assignment of Mortgage was never recorded in the Worcester Registry of Deeds.

Nonetheless, on July 14, 2011, a Virginia Smith notarized the signature on this purported Assignment of Mortgage. The signature on the purported Assignment is obscured by the same sort of 'VOID / Merger did not occur' stamp as appears on the purported Assignment of Guzman's Note. A handwritten diagonal line also goes through the page, over both the Assignment itself and Ms. Smith's notarization. If the Assignment of Mortgage is effective, these stamps, signatures, and line would not have undone it. Only the Grantee would have had any authority to reassign the mortgage. If the debt still existed, the mortgage originator might still own the title to the Guzman home.

ADJUSTABLE RATE NOTE

NOTICE TO BORROWER: THIS NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM AND MINIMUM RATE I MUST PAY.

05/16/07
[Date]

AUBURN, MA 01501
[City, State, Zip]

184 BURNCOAT STREET
WORCESTER, MA 01606
[Property Address]

1. **BORROWER'S PROMISE TO PAY**
In return for a loan that I have received, I promise to pay U.S. \$248961.29 (this amount is called "principal" which consists of the amount financed plus points/finance charges (financed)), plus interest, to the order of the Lender. The Lender is Wells Fargo Financial Massachusetts, Inc. I will make all payments under this Note in the form of cash, check or money order.
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."
2. **INTEREST**
Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.12%. The interest rate I will pay will change in accordance with Section 4 of this Note.
The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(A) of this Note. Interest will be calculated on an interest-bearing basis.
3. **PAYMENTS**
 - (A) **Scheduled Payments**
I will pay principal and interest by making payments when scheduled. I will make my scheduled payments each month beginning on 06/21/07.
(B) **Maturity Date and Place of Payments**
I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.
My scheduled payments will be applied to interest before principal. If, on 05/21/07, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."
I will make my scheduled payments at P.O. BOX 28784 LAS VEGAS, NV 89123 or at a different place if required by the Note Holder.
 - (C) **Amount of My Initial Scheduled Payments**
Each of my initial scheduled payments will be in the amount of U.S. \$1942.21. This amount may change.
 - (D) **Scheduled Payment Changes**
Changes in my scheduled payments will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my scheduled payment in accordance with Section 4 of this Note.
4. **INTEREST RATE AND SCHEDULED PAYMENT CHANGES**
 - (A) **Change Dates**
Each date on which my interest rate could change is called a "Change Date." The interest rate I will pay may change on 05/21/10 and on every sixth month anniversary date thereafter that is before the maturity date. There will be no Change Dates on or after the maturity date. The interest rate in effect on the maturity date will remain in effect after the maturity date until the full amount of principal has been paid.

ORIGINAL
11-24-07

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "index" is the highest "Prime Rate" as published by the *The Wall Street Journal*.

The most recent month-end (defined as the last business day of that month) index available before the date occurring one day preceding one month prior to the Change Date is called the "Current Index." For example, if your Change Date is May 13, the most recent month-end index available on April 12 (one day preceding one month prior to May 13) would be the index for March 31, assuming March 31 is a business day. If your Change Date is July 1, the most recent month-end index available on May 31 would be the index for April 30, assuming April 30 is a business day.

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 0.85% (this number is referred to as the "Margin") to the Current Index. The result of this calculation will be rounded off by the Note Holder to the nearest 0.125%. Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

My interest rate will never be increased or decreased on the first Change Date by more than three (3%) percentage points. For all Change Dates thereafter, my interest rate will never be increased or decreased by more than one (1%) percentage point. Subject to any limitation set forth in Section 6 below, my interest rate will never be more than six (6%) percentage points greater than the initial interest rate set forth in Section 2 above. Notwithstanding anything to the contrary in this Note, my interest rate will never decrease below 3.5%.

(E) Effective Date of Changes

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

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment. The notice will include information required by law to be given to me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. PREPAYMENT

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Default**

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

(B) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay

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

(C) No Waiver By Note Holder

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

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

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

(E) Late Charge

If I fail to make any payment in full within 15 days of the due date, I will pay a late charge to Note Holder in an amount equal to 3% of the late portion of my payment.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(E) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as the Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument.

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

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

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

Borrower [Signature] (Seal)

[Sign Original Only]

Without Recourse
Pay to the order of
WELLS FARGO FINANCIAL, INC.
BANK OF AMERICA, N.A.
MARCUS BEASLEY
VICE PRESIDENT
6-12-14

WITHOUT RECOURSE
PAY TO THE ORDER OF
WELLS FARGO FINANCIAL, MASSACHUSETTS, INC.
BY [Signature]
MARCUS BEASLEY, VICE PRESIDENT

0417636477

Bk: 55892 Pg: 388

Total Pages: 3

CORPORATE ASSIGNMENT OF MORTGAGEWorcester South, Massachusetts
"GUSMAN-GAYFLO"

Date of Assignment: August 19, 2016

Assignor: WELLS FARGO FINANCIAL MASSACHUSETTS, INC. a 800 WALNUT ST. DES

MONROE, IA 50309

Assignee: U.S. BANK TRUST, N.A., AS TRUSTEE FOR LPS MASTER PARTICIPATION TRUST #

12861 WILKES WAY, OKLAHOMA CITY, OK 73124

Executed By: JENNIFER E GUSMAN-GAYFLO AND BODMAN PRINCE GAYFLO AS
HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY To: WELLS FARGO FINANCIAL
MASSACHUSETTS, INC.Date of Mortgage: 05/16/2007 Revended: 11/29/2007 in Book/Ref/Letter: 43088 Page/Folio: 55 in
Instrument No.: 2007 06149523 in the County of Worcester South, State of Massachusetts.Property Address: 1 M BURROGHS STREET, WORCESTER, MA 01606 in the municipality of
WORCESTER.KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named
Assignee, the said Mortgage bearing an original principal sum of \$348,361.29 with interest, secured
thereby, and the full benefit of all the powers and of all the covenants and provisions therein contained, and
the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the
Mortgage.TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever,
subject to the terms contained in said Mortgage.WELLS FARGO FINANCIAL MASSACHUSETTS, INC.
On 8/19/16Property Address:
1 M BURROGHS STREET
WORCESTER, MA 01606By: 
Jennifer E. Gusman-Gayflo
Vice President

not to be recorded in the office of the Worcester County Register of Deeds until the assignment of the mortgage is recorded in the office of the Worcester County Register of Deeds.

Recording Requested By:
WELLS FARGO BANK, N.A.
Where Recorded Refer To:
ASSIGNMENT TEAM
WELLS FARGO BANK, N.A.
1000 BLUE GENTIAN RD #200
MAC: N9289-018
EAGAN, MN 55121-4400

eRecorded

BK: 65892 Pg: 389

CONDENSED ABSTRACT OF MORTGAGE PAGE 1 OF 1

STATE OF Minnesota
COUNTY OF Dakota

On 5/21/2016, before me, Jennifer Rae Anderson, a Notary Public in the State of Minnesota, personally appeared SHARON M. BROWN, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity, and that he/she/they sign(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Jennifer Rae Anderson
Notary Expires: 1/31/2020



(This area for notary's seal)

PREPARED BY: WELLS FARGO BANK, N.A.

You are hereby notified that this instrument is subject to the provisions of the Uniform Electronic Transactions Act, which may be found at: www.leg.state.mn.us/utla/utla_0101.htm

ATTEST: WORC Anthony J. Vigliotti, Register

eRecorded

RETURN SERVICE ONLY
Please do not send mail to this address
P.O. Box 918053
Dallas, TX 75261-0053

June 30, 2016

7-750-72390-0001410-001-000-000-000-000
JENNIFER E GUZMAN-GAYFLOR
BOIMAN P GAYFLOR
184 BURNCOAT ST
WORCESTER MA 01606-2406

NOTICE OF SALE OF OWNERSHIP OF MORTGAGE LOAN

The purpose of this letter is to inform you that your mortgage loan (described below) has been sold to LSF9 Master Participation Trust (hereinafter "Us," "We", "Our", or "Lender"). By law we are required to inform you that your loan has been sold to Us.

LOAN INFORMATION

Date of Loan: May 16, 2007
Account Number: 9804722420
Original Amount of Loan: \$248,561.00
Date Ownership Transferred to Us: June 23, 2016
Address of Mortgaged Property: 184 BURNCOAT ST, WORCESTER MA 01606-0000

OUR INFORMATION (OWNER ONLY, **NOT YOUR SERVICER**)

Name: LSF9 Master Participation Trust
Mailing Address (not for payments): c/o Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma City, OK 73134
Telephone Number (Toll free): 1-888-248-5075

NOTE: We are not the Servicer of your loan.

The Servicer of your loan, identified below, is authorized to act and receive notices on our behalf, answer any questions about your loan, and collect your mortgage payments. Should you have any questions regarding your loan, please contact the Servicer using the contact information below. The Servicer will respond to inquiries and requests regarding your loan.

Please continue to send your mortgage payments as directed by the Servicer, and NOT to Us. Payments sent to Us instead of the Servicer may result in late charges on your loan and your mortgage loan becoming past due. If you send your mortgage payments to Us rather than the Servicer, neither We nor the Servicer will be responsible for late charges or other consequences. If the servicing of your mortgage loan is transferred, you will receive a separate notice as required by applicable law.

SERVICER INFORMATION

Name: Wells Fargo Home Mortgage (WFHM)
Mailing Address: PO Box 10335, Des Moines, IA 50306
Telephone Number (Toll free): 800-662-3521

The transfer of the lien associated with your loan is currently recorded, or in the future may be recorded, in the public records of the local County Recorder's office for the county where your property is located. If checked ☒, ownership of your loan may also be recorded on the registry of the Mortgage Electronic Registrations System at 1818 Library Street, Suite 300, Reston, VA 20190.

Partial Payments

If you make a monthly payment that is less than the full amount due that is called a Partial Payment. As your new Lender,

- A) We may accept Partial Payments and require the Servicer to apply them to your loan.
- B) We may require the Servicer to hold Partial Payments in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

If your loan is sold, the new Owner or Lender may have a different partial payment policy.

Thank you for your attention to this matter.

LSF9 Master Participation Trust

NORRIS: 3 VERSIONS OF NOTE, 2 OF ALLONGE; FORECLOSURE VOID

The Norris 'Note,' attached here, comes as copies of three versions, each clearly different from the others. See the holes at the top of some, the different marks on the bottom of each front page, the upper initial line on one copy. The foreclosing entity that 'bought back' at the foreclosure auction was an HSBC Securitized Trust. These documents were all provided to Norris in discovery in the eviction case.

In the discovery were two different versions of the allonge. Review the two versions – again one is clearly not an earlier version of the other: they are purported signed by the same person, yet the signatures are wildly different.

The first signatory on the allonge with two /s/s, is supposedly from the same legal entity as the allonge with one /s/, but in the allonge with one, the signatory is identified as Amy Hawkins, Shipping Officer, First National Bank of Arizona. In the allonge which she supposedly signs twice, once as the original bank, and the second time as the second bank in order of acquisition, she signs as the Assistant Vice President for both the First National Bank of Arizona and the First National Bank of Nevada. It is highly unlikely that Ms. Hawkins was, at one and the same time, an officer of each of these banks.

Each of the three versions of the Note is clearly different from the other two. They are not earlier and later copies of the same document. The versions that the Plaintiff then used in court were two of these different versions. Most importantly, the version that Plaintiff submitted in court is not the version of the Note which has an additional sign off in the top section that states, "First National Bank of Arizona, certified by y/q". This appears to be a receipt initialing that the originating bank had received it. But this version was never used in court. It has to be a more recent version than the versions that lack that receipt notation.

Therefore, the copies of Notes were dishonestly submitted in court for use by the HSBC Trust. In addition, we had a document authenticator and signature analyst inspect the Notes. They are clearly different from each other. The one that was passed off by the Plaintiff Trust to be looked at by the lower court judge is clearly something that was printed off recently, for instance, from an early scan in. The paper has very few artifacts that would have been created by having been copied numerous times, and also the paper quality is not old enough.

The copy submitted into the court file is clearly different and does not match the one that was presented for visual review by the lower court judge *even though the HSBC Trust lawyer told the judge they were the same*.

In addition, the actual Note version and 'allonge' submitted for the Court's physical review led to this interaction: While holding the allonge in one hand and the Note, separately, in the other, the judge said, "are these affixed to each other." Visibly, they were not affixed. Clearly, the judge did not understand either the meaning of 'affixed' (and its legal necessity) or that this was submitted *as the original note*.

The Chief Judge in the Worcester Housing Court has stated repeatedly, on the record, that she does not understand Notes. Therefore, she has allowed the evidence to be introduced whose connection with the case she admittedly fails to understand. Yet in those cases, and despite objections by defendant homeowners, she has found that there are no material issues of fact and has evicted.

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

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

FEBRUARY 15, 2005
(Date)

MCLEAN
(City)

VIRGINIA
(State)

282 PINE STREET, LEICESTER, MA 01524
(Property Address)

First National Bank of Arizona
Certified by: Y-Q

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$239,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST NATIONAL BANK OF ARIZONA.

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.0000%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on

APRIL 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on

MARCH 1, 2035

I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 62768, PHOENIX, AZ 85082-2768

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,195.00. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4000013260

.3274024145

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

WMP-836H 42101 MW 05/00 Form 3520 1/01

WMP MORTGAGE FORMS - (800) 521-7291

Page 1 of 4

WMP-836H



HA

Norris707

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH, 2008, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE / QUARTER percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.0000 % or less than 2.2500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.0000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.0000 %, or less than 2.2500%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

4000013250

3274024145

12410-538N 0210

Page 3 of 4

Form 3520 1/01
Initials: _____



Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

PAUL L. NORRIS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

JAMES E. SCOLA WITNESS

(Sign Original Only)

4000013260

3274024145

838N (02/01)

Page 4 of 4

Form 3520 1/01

WORCESTER HOUSING COURT
13 DEC 24 PM 12:09

INTEREST-ONLY ADDENDUM
TO ADJUSTABLE RATE PROMISSORY NOTE

Loan Number: 3274024145

Property Address: 282 PINE STREET, LEICESTER, MA 01524

THIS ADDENDUM is made this 15 day of February, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to FIRST NATIONAL BANK OF ARIZONA (the "Lender").

THIS ADDENDUM supersedes Sections 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on April 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on March 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my payments at P.O. BOX 9490, SCOTTSDALE, AZ 85254 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,195.00. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One / Quarter percentage point(s) (2.2500 %) to the Current Index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) A Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.0000 % of my overdue payment of interest during the interest-only period, 3.0000 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

Dated: 2-15-05

Paul L. Norris
PAUL L. NORRIS

Date

Date

Date

Date



14635 North Kierland Blvd, Suite 201
Scottsdale, AZ 85254
Office (480) 609-5500 Fax (480) 609-5569

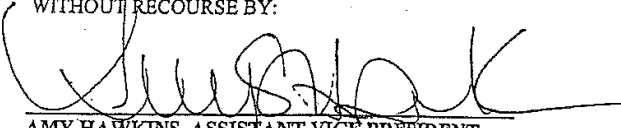
ALLONGE TO NOTE

LOAN NUMBER: 3274024145
BORROWER: NORRIS
IN THE AMOUNT OF: \$239,000.00

PAY TO THE ORDER OF:

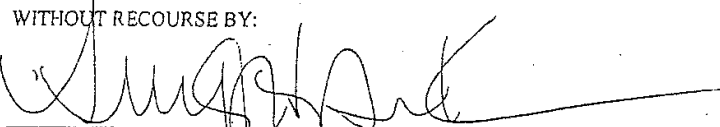
FIRST NATIONAL BANK OF NEVADA

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF ARIZONA

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF NEVADA

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

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

FEBRUARY 15, 2005
[Date]

MCLEAN
[City]

VIRGINIA
[State]

282 PINE STREET, LEICESTER, MA 01524
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 239,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST NATIONAL BANK OF ARIZONA

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.0000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on APRIL 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MARCH 1, 2035, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 62768, PHOENIX, AZ 85082-2768

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,195.00 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

4440-338N (0210) NW 0500 Form 3520 1/01

VMF MORTGAGE FORMS - (800)521-7231

Page 1 of 4

Initials: _____



[Handwritten signature]

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH, 2008, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE / QUARTER percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.0000 % or less than 2.2500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.0000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.0000 %, or less than 2.2500%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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U240-338N (02/01)

Page 3 of 4

Form 3520 1/01

Initials: _____



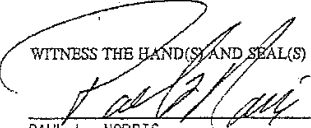
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

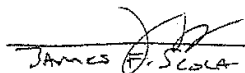
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal) _____ (Seal)
PAUL L. NORRIS -Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

 JAMES F. SCOLA WITNESS

[Sign Original Only]

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3274024145

**INTEREST-ONLY ADDENDUM
TO ADJUSTABLE RATE PROMISSORY NOTE**

Loan Number: 3274024145

Property Address: 282 PINE STREET, LEICESTER, MA 01524

THIS ADDENDUM is made this 15 day of February, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to FIRST NATIONAL BANK OF ARIZONA (the "Lender").

THIS ADDENDUM supersedes Sections 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on April 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on March 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my payments at P.O. BOX 9490, SCOTTSDALE, AZ 85254 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,195.00. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One / Quarter percentage point(s) (2.2500 %) to the Current Index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) A Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.0000 % of my overdue payment of interest during the interest-only period, 3.0000 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

Dated: 2-15-05

Paul L. Norris
PAUL L. NORRIS

Date

Date

Date

Date



BANK OF NEVADA

14635 North Kierland Blvd, Suite 201
Scottsdale, AZ 85254
Office (480) 609-5500 Fax (480) 609-5569

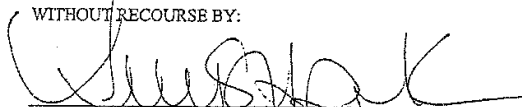
ALLONGE TO NOTE

LOAN NUMBER: 3274024145
BORROWER: NORRIS
IN THE AMOUNT OF: \$239,000.00

PAY TO THE ORDER OF:


FIRST NATIONAL BANK OF NEVADA

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF ARIZONA

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF NEVADA

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

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

FEBRUARY 15, 2005
(Date)

MCLEAN
(City)

VIRGINIA
(State)

282 PINE STREET, LEICESTER, MA 01524
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 239,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST NATIONAL BANK OF ARIZONA

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.0000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on

APRIL 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MARCH 1, 2035, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 62768, PHOENIX, AZ 85082-2768

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,195.00

This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Mae UNIFORM INSTRUMENT

338B (12/01) MW 15000 Form 3520 1/01

VMF MORTGAGE FORMS - 1800621-7291

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Indicate:



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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH, 2008, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will give me notice of this choice. If the Note Holder chooses a new Index, I will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE / QUARTER percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.0000 % or less than 2.2500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.0000 %). From the rate of interest I have been paying for the preceding 6 months, my interest rate will never be greater than 12.0000 %, or less than 2.2500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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Form 3520 1/01

Subject: _____

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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Notes: _____



Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

PAUL L. NORRIS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

James H. Seale Witness

[Sign Original Only]

4000013260

3274024145

240-838N 12101

Page 4 of 4

Form 3520 1/01



14635 North Kierland Blvd, Suite 201
Scottsdale, AZ 85254
Office (480) 609-5500 Fax (480) 609-5569

ALLONGE TO NOTE

LOAN NUMBER: 3274024145
BORROWER: NORRIS
IN THE AMOUNT OF: \$239,000.00

PAY TO THE ORDER OF:

FIRST NATIONAL BANK OF NEVADA

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF ARIZONA

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:


AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF NEVADA



14635 North Kierland Blvd., Suite 201
Scottsdale, AZ 85254
Office (480) 609-5500 Fax (480) 609-5569

ALLONGE TO NOTE

LOAN NUMBER: 3274024145
BORROWER: NORRIS
IN THE AMOUNT OF: \$239,000.00

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:

AMY HAWKINS, SHIPPING OFFICER
FIRST NATIONAL BANK OF ARIZONA

RELLSTAB: NOTE 'INDORSED' BEFORE IT WAS IN EXISTENCE

The Rellstab Note was indorsed, according to its front page, on November 23, 2005. Its purported allonge, which has a printed fax transmittal line, states it was faxed on November 22, 2005, the day before the note came into existence.

LOAN NO. 7700255313
 MIN: 1000606-7700255313-9
 NOVEMBER 23, 2005

NOTE

0152862199

{City}

{State}

27 MAPLE STREET, SPENCER, MASSACHUSETTS 01562
 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 202,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is UNION CAPITAL MORTGAGE BUSINESS TRUST, A BUSINESS TRUST

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.125 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JANUARY 1, 2006

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 45 BRAINTREE HILL PARK, SUITE 400, BRAINTREE, MASSACHUSETTS 02184 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,364.28

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Prepayment Addendum to Note attached and made a part hereof.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

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


CAROLINE J. RELLSTAB (Seal)
Borrower

(Seal)
Borrower


(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Sign Original Only)


Robert J. Meyers Witness

ALLONGE ATTACHED FOR THE PURPOSE
OF ENDORSING THE NOTE

JAN. 24. 2017 1:51PM

WELLSFARGO 210 624 6380

NO. 359 P. 7

11/22/2005 13:12 FAX 878 777 8057

MNI WHOLESALE

002/002

ALLONGE TO PROMISSORY NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE
FOLLOWING DESCRIBED NOTE, THIS ALLONGE IS AFFIXED
AND BECOMES A PERMANENT PART OF SAID NOTE:

DATE OF NOTE: 11/23/05
LOAN NUMBER: 7700255313
ORIGINAL LOAN AMOUNT: \$ 202,500
PROPERTY ADDRESS: 27 Maple Street
Spencer, MA 01562
BORROWER(S) NAME: Caroline S. Pellstab

PAY TO THE ORDER OF

MORTGAGE NETWORK, INC.

WITHOUT RECOURSE,

Union Capital Mortgage Business Trust

BY: [Signature]

Name:
Title:

~~Pay to the order of~~
~~Without Recourse~~
~~Mortgage Network, Inc.~~
~~Jennifer S. Farditt~~
~~AVP Secondary Marketing~~

Pay to the order of WELLS FARGO BANK, N.A.
Without Recourse
Mortgage Network, Inc.
Jennifer S. Farditt
AVP Secondary Marketing

2. Not in default

- a. Cutler: Default notices; but accounting years after “foreclosure” shows that she was not in default.
- b. Norris: “Right to Cure” letter and accounting years after “foreclosure” show that he’d cured default.

CUTLER: LETTERS FALSELY DECLARING DEFAULT; FORECLOSURE VOID

A succession of purported default letters to Cutler all refer to a purported default date in June 2008, although she was then making her payments timely and in full to the bank she had every reason to believe owned her mortgage. The accounting that Cutler received years later in the eviction case, attached to the affidavit of Michael Dolan, showed, in fact, that Cutler had been current on that June 2008 date, as she had said and known she had been all along.

Because a proper default letter requires an accurate description of the nature of the default, none of these default notices is legal. Cutler was literally never legally defaulted.

These default letters also misidentify the originating bank.

In addition, the bank that was billing around this same time had also changed. Cutler's new servicing bank had bought out the bank she was paying *but neither ever notified her of the transfer of the servicing of her mortgage*.

When her payments were no longer being credited to her, and the party claiming her loan was not the party she knew of, and it had misidentified the originator, in the exercise of due diligence she did not continue paying a bill that obviously was not being accounted correctly. The party that she was being told to pay did not look right to her, as a responsible consumer.

Pursuant to the Real Estate Settlement Procedures Act (RESPA), Cutler therefore made five qualified written requests, each of them a legally proper way to discover who owned her mortgage and Note. She was willing to pay whichever bank owned her mortgage loan. Response to a RESPA request is legally required. Yet Cutler never received a response before "foreclosure." So RESPA was violated, as well.

Cutler has been "foreclosed" and evicted from her home.

*FIRST GAUCHES writes
Foreclosure
Continued Intent letter Dear*

Ms. Debra Cutler
52 Palmer Road
Plymouth MA. 02360

August 4, 2008

Wachovia Mortgage
P.O. Box 659558
San Antonio TX. 78265

RE: LOAN # 0022877872

Dear Accounting Department:

I am requesting information about the fees and cost and escrow accounting on my loan. Please treat this letter as a "qualified written request" under the Real Estate Settlement and Procedures Act (section 2605(e)).

Specifically I am requesting the following information:

- The payment dates, purpose of payment and recipient of all escrow items charged to this account in the last twelve (12) months
- A breakdown of the current escrow payments showing how it was calculated and the reason for any increase or decrease in the last twelve (12) months
- A payment history that can be easily read and understood listing the dates and amounts of all payments for the last twelve (12) months showing how they have been applied.

My records indicate that I have been sending payments that have been accepted by your institution but posted to my account.

Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement Procedures Act (section 2605(e)).

Sincerely,

Debra Cutler

1

*ATT. DENIES Receipt OF AWR.
Sent TO A SNOW.
ATT. Records Should have been Transferred*

September 6, 2011

Debra Cutler
52 Palmer Road
Plymouth, MA 02360
Loan # 00222877872

Partridge Snow and Hahn
2364 Post Road, Suite 100
Warwick RI 02886

Partridge Snow and Hahn Representatives,

Under the Provisions of Predatory Lending Consumer Protection Statute,
MGL c 183 s 28C subsection (a) Criteria as described in MGL 209 S 93 A Unconscionable Contract
209 CMR 32.13 A Creditor Shall Not Accelerate any part of Consumer Ineptness
I am sending notice claiming knowing violations against me by Wachovia Mortgage/Wells Fargo since
entering into Pick a Pay Mortgage originated November 2003 by Massachusetts Branch, World Savings
FSB.

DEMAND NOTICE FOR IMMEDIATE CEASE AND DECIST OF WRONGFUL FUL SEIZURE HELD BY PUBLIC
AUCTION HELD AGAINST MY PROPERTY LOCATED AT 52 PALMER ROAD, PLYMOUTH 02360
WEDNESDAY SEPTEMBER 14, 2011

Under the Provisions of GL Chapter 258 of the Acts of 2010, Predatory Lending Consumer Protection
Statute Requiring 300 Day "Right to Cure" Implemented with
MGL Title 1 Chapter 183 S 28 C "Qualified Written Request" Consumer Dispute Action,
Statement of default in Connection with Predatory Lending Home Mortgage Transactions, Knowing
Violations, MGL Chapter 183 S 7 Interest, Acceleration of Triggered Ineptness, The Event of Default
In Accordance with Federal, (TILA) Truth in Lending Act
(RESPA) the Real Estate Settlement Act

I am sending "Right to Cure" Notice in protection of my financial investments adversely controlled by
predatory lenders, World Savings FSB, by conversion Wachovia Mortgage and Wells Fargo Corporation
acting with malice acceleration of default since undisclosed origination held by unconscionable
Pick a Pay Contract.

Seizure by Public Auction forced against my property is in violation of consumer protection statutes and
citizen right to qualifying defense, by law.

Consequential Petition for Chapter 7 filing Status held wrongfully against my interests requires consent

to inaccurate statement of demand by Wachovia/Wells Fargo.

Wachovia/Wells Fargo Presidential Customer Service Representative on September 6, 2011 stated loan balance equals three hundred twenty thousand dollars, concurrent with recent "Notice of Short Sale Program" loan balance demanding two hundred fifty four thousand dollars.

NONCOMPLIANT PATTERNS OF PRACTICE COLLABORATED BY WACHOVIA/WELLS FARGO PRESIDENTIAL IMPLYING RECONCILIATION OFFERING MUTUAL CONSUMER INTEREST AND CONTROL, RESULTING IN OUTCOME OF ADVANCED CONSUMER HARDSHIP

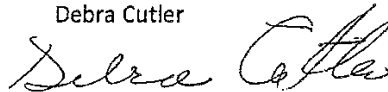
DECEPTIVE NEGOTIATION PROGRAMS ISSUED AS METHOD TO DISTRACT CONSUMER DISPUTE ACTION RESULTING IN TIME RESTRICTING ABILITY TO ACCESS CONSUMER PROTECTION REPRESENTATIVE

RETALIATORY FORECLOSURE INTENT NOTICE SERVED DIRECTLY IN RESPONSE TO REQUEST FOR PROPER ACCOUNTING AND RECORD OF PREVIOUS UNSUCCESSFUL APPLICATION FOR FEDERAL FUNDED MODIFICATION PROGRAMS IN ELIGIBLE FINANCIAL STATUS

NOTICE OF PUBLIC AUCTION SERVED DIRECTLY IN RESPONSE TO REQUEST FOR PREVIOUS MODIFICATION APPEAL REQUIRING OBLIGATION OF ACCURATE ACCOUNTING AND DOCUMENTATION OF MODIFICATION HISTORY ACCELERATED SEIZURE ACTION SERVED CONCURRENT WITH NEGOTIATION PROCESS

RETRACTED OFFER OF "CONVENTIONAL SALE" AS RESOLUTION ALTERNATIVE SUBSEQUENT TO MY PROACTIVE "HOME SALE" INCENTIVES DENIED CORRESPONDENCE SEEKING FURTHER INSTRUCTION UNREASONABLE REQUEST TO CONDUCT CONVENTIONAL PROPERTY SALE REFRAMING FROM GAURENTEE

Debra Cutler

A handwritten signature in cursive script, appearing to read "Debra Cutler", written in dark ink.

10/8/2013

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

HOUSING COURT DEPARTMENT
SOUTHEASTERN DIVISION
SUMMARY PROCESS ACTION
DOCKET NOS. 12H83-CV-00631PL &
12H83SP03737PL

WELLS FARGO BANK, N.A.,
Plaintiff,

v.

DEBRA CUTLER,
Defendant.

**AFFIDAVIT OF MICHAEL DOLAN IN SUPPORT OF PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT**

I, Michael Dolan, being duly sworn, depose and state:

1. I am employed as a Research and Mediation Manager, as well as an operations analyst, by Wells Fargo Bank, N.A. ("Wells Fargo"), formerly known as Wachovia Mortgage, FSB, formerly known as World Savings Bank, FSB. Prior to that merger, I was a Vice President in the Portfolio Retention Department at Wachovia, which included its Loan Service and Tele-Finance Departments. I started working for Wachovia when it was named World Savings Bank in 1984, and during my 24 years as an officer of Wachovia (which was named World Savings Bank, FSB until its name change on December 31, 2007), I held various positions in the Financial Planning, Mergers and Acquisitions, and Loan Services divisions. My former job duties for Wachovia included conducting loan portfolio analyses, such as tracking payoffs, customer retention, loan origination forecasting and the process of loan originations and servicing post-origination.

immediately, including any late charges due for a total of \$1,400.90." A true and correct copy of the letter from Wells Fargo dated May 12, 2008, is attached hereto as **Exhibit I**.

13. On May 27, 2008, Wells Fargo notified the Borrowers that Wells Fargo had not received the loan payment due on May 5, 2008, and to "[p]lease make the payment immediately, including any late charges due for a total of \$1,435.10." A true and correct copy of the letter from Wells Fargo dated May 27, 2008, is attached hereto as **Dolan Exhibit J**.

14. On June 7, 2008, Wells Fargo notified the Borrowers that Wells Fargo had not received the last three mortgage payments and that "[t]his loan is in default and due for the May 5, 2008 payment" that "[t]he total amount due is \$2,136.60, which includes \$68.40 in late charges" and that "[i]f you are unable to cure this default, on or before July 7, 2008, it may result in the acceleration of the sums secured by the Security Instrument, making the entire loan immediately due and payable." A true and correct copy of the letter from Wells Fargo dated June 7, 2008, is attached hereto as **Exhibit K**.

15. On June 19, 2008, Wells Fargo notified the Borrowers that it was very concerned about the past due payments due on the loan, which as of that date totaled \$2,838.10, and that "[i]f you are unable to make payment(s) due to financial problems, please let us know immediately." A true and correct copy of the letter from Wells Fargo dated June 19, 2008, is attached hereto as **Exhibit L**.

16. On July 3, 2008, Wells Fargo notified the Borrowers that it was very concerned about the past due payments due on the loan, which as of that date totaled \$2,855.20, and that "[i]f you are unable to make payment(s) due to financial problems, please let us know immediately." A true and correct copy of the letter from Wells Fargo dated July 3, 2008, is attached hereto as **Exhibit M**.

17. On July 10, 2008, Wells Fargo notified the Borrowers that on July 1, 2008, it had attempted to withdraw the mortgage payment from their bank account and that Wells Fargo was notified that the account had been closed. Wells Fargo further notified the Borrowers that "[a]s a result of your bank's notification, the automatic withdrawal of your loan payment has been

discontinued. In order to maintain your biweekly payment program through automatic withdrawal, you are required to provide us with another checking or savings account from a financial institution that supports electronic funds transfers." A true and correct copy of the letter from Wells Fargo dated July 10, 2008, is attached hereto as **Exhibit N**.

18. On September 17, 2008, Wells Fargo notified the Borrowers that they were in default on the loan for non-payment since June 2, 2008, that the total delinquency and reinstatement amount was \$5,647.70, and that "[i]f default is not cured by December 16, 2008, [Wells Fargo] may accelerate the debt and take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property." A true and correct copy of the Notice of Default, Demand and Possible Acceleration dated September 17, 2008 is attached hereto as **Exhibit O**.

19. In the year 2008, Wells Fargo applied payments to the loan totaling \$7,556.17. These payments included a \$500.00 check received from the Jewish Family and Children's Service dated July 1, 2008, a \$100.00 check from Cutler dated July 30, 2008, a \$130.00 check from Cutler dated August 16, 2008, all of which were applied to loan on August 27, 2008, and a \$1,383.80 check from South Shore Community Action Council, Inc. dated May 5, 2008, and applied to the loan on May 19, 2008. A true and correct copy of the loan history for the year 2008 is attached hereto as **Exhibit P**.

20. On February 25, 2009, Wells Fargo notified the Borrowers that they were in default on the loan for non-payment since June 2, 2008, that the total delinquency and reinstatement amount was \$14,236.87, and that "[i]f default is not cured by May 26, 2009, [Wells Fargo] may accelerate the debt and take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property." A true and correct copy of the Notice of Default, Demand and Possible Acceleration dated February 25, 2009 is attached hereto as **Exhibit Q**.

21. On April 29, 2009, Wells Fargo notified the Borrowers that they were in default on the loan for non-payment since June 2, 2008, that the total delinquency and reinstatement

Debra Cutler
52 Palmer Road
Plymouth, MA 02360

March 20, 2009

Wachovia Mortgage
Post Office Box 65938
San Antonio, TX 78265-2108

Lost Mitigation Department,

STATEMENT OF DISPUTE

Lack of consumer right protection as stated in Fair Lending and consumer protection

Acts pursuant to state and Federal regulatory authority.

Failure to provide adequate disclosure of foreseen risks to homebuyers where outcome results in loss.

Failure to offer accurate material fact related to identification of the parties

Consumers right to know jurisdiction and which lender controlling account and investments.

Wrongful Transactions by account managers and customer service departments.

As requested by customer service representative in my last conversation with Wachovia I

Am forwarding you a statement of my dispute based on allegations of unfair lending practice by World Savings, (World Systems) and Wachovia Bank originators, customer service representatives, bookkeeping departments and account managers.

knowing violations of non disclosure by originators/mortgage brokers who failed to inform consumers of risks resulting from the terms of World Savings Pick-A-Pay Loans

as confirmed Wachovia Customer Service Representative during a phone conversation in September 2008.

Customer Service Representative stated that all World Savings Customers would be entitled to loan modification without qualifying conditions due to the predatory lending practice by World Savings Originators. Customers who are held to the obligation of these loans would be contacted soon with the details. I was given false hope to have the rightful enjoyment owed to me from the benefits of my investments by implied contract terms.

I was told that Lost Mitigation Department would contact with the details of TARP Modification agreement opportunity. I waited for fulfillment of the promise made to Made to me for wrongful acts by World Savings and Wachovia Banks. I made many attempts to contact Lost Mitigation department, I was told I would be called in the near future to process "New Promise" Loan Modification Agreement. She would check my account for time frame and call me back. I never received a call. The next time I called Representative announced to me that there were qualifying conditions. Customer Service Rep during that conversation negated Wachovia ever offering me opportunity to modify.

I was then told that I would not be eligible for modification due to my inability to comply with criteria. I stated that I invested thirty percent of the cost of my home paid to banks as well as maintained a VIP status due to my reliable payment history. I again was more disadvantaged then before the false offer to modify was made to me..

Unjust penalties were again charged to my inaccurate account balance. Wachovia's Patterns of deceptive consumer practices, breach of promise made to correct.

PARTRIDGE SNOW & HAHN LLP
COUNSELORS AT LAW

April 28, 2010

Ms. Debra J. Cutler
52 Palmer Road
Plymouth, MA 02360

RE: 52 Palmer Road
Plymouth, MA 02360
Wells Fargo Bank, N.A. Successor by merger to Wells
Fargo Bank Southwest, N.A. f/k/a Wachovia Mortgage,
FSB f/k/a World Savings Bank, FSB
Loan Number: 0022877872

NINETY-DAY NOTICE OF DEFAULT, DEMAND AND POSSIBLE ACCELERATION

Dear Ms. Cutler:

You are hereby notified that with regard to the promissory note and mortgage relating to your loan with the above-referenced lender, you are in default for non-payment of bi-weekly payments. The loan is due for the June 2, 2008 and subsequent payments, plus late charges and fees and costs. As of today, the total delinquency and reinstatement amount is \$36,980.31.

50 Bi-Weekly Payments (6/2/08 to 4/28/10): \$36,027.23
Accrued Late Charges: \$903.08
Property Preservation Fees: \$50.00
TOTAL: \$36,980.31

If the default is not cured by July 27, 2010, Wells Fargo Bank, N.A. Successor by merger to Wells Fargo Bank Southwest, N.A. f/k/a Wachovia Mortgage, FSB f/k/a World Savings Bank, FSB may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CALL THE LOSS MITIGATION DEPARTMENT AT 1-888-345-1338 TO DISCUSS FORECLOSURE ALTERNATIVES AS SOON AS POSSIBLE. WE ARE VERY INTERESTED IN ASSISTING YOU.

The default above can be cured by payment of the total delinquency and reinstatement amount plus any additional payments and fees that become due. Note that in addition to the regular monthly payments, additional charges, costs and fees may become due during the period between today's date and the dates the aforementioned payments are due. Please contact Wells Fargo Bank, N.A. Loan Counseling Department at 1-888-345-1338 to obtain updated payment information.

To make payment of the reinstatement amount, you may contact Wells Fargo Bank, N.A. Loan Counseling Department at 1-888-345-1338. You may also make payment by wire transfer with the following information:

Routing Number: 053000219
Account Number: 01131510715329
Account Name: Wachovia Bank

The property address and loan number must be listed in the wire instructions. Payment will also be accepted by overnight mailing to the following address:

Wells Fargo Bank, N.A.
Attn: Cashiering Dept.,
4101 Wiseman Blvd.,
San Antonio, TX 78251

If you dispute that a default has occurred, or if you dispute the calculation of the amount of the delinquency and reinstatement amount, please contact Wells Fargo Bank, N.A. Loan Counseling Department at 1-888-345-1338 or by mail at Wells Fargo Bank, N.A., Loan Counseling Dept., 4101 Wiseman Blvd, San Antonio, TX 78251.

If the delinquency is not cured by the date stated in this letter, the loan will be automatically accelerated which means that the entire loan balance is due and payable without further notice to you. As of today, the total indebtedness is \$275,537.08.

Principal Balance: \$239,801.70

Interest to 4/28/10: \$27,938.70

Escrow Advance: \$6,843.60

Accrued Late Charges: \$903.08

Property Preservation Fees: \$50.00

TOTAL: \$275,537.08

Interest continues to accrue at a rate of 8% and the total indebtedness will change after today.

You have the right to reinstate the loan and take action to assert the non-existence of a default or any other action to prevent the sale. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an

attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

Loan origination information for your loan is as follows: The name of the mortgage broker is NOT APPLICABLE.

You may be eligible for assistance from the Massachusetts Housing Finance Agency, the Massachusetts Division of Banks, or other government agencies. Contact information for these agencies is as follows:

Massachusetts Housing Finance Agency: go to www.masshousing.com and choose the link for "Find Foreclosure Prevention Resources and Information";

Call the Homeownership Preservation Foundation's HOPE Hotline at 888-995-HOPE

Call the Massachusetts Division of Banks: 617-956-1501, Ext. 1501; 800-495-2265, Ext. 1501

HUD-Approved Housing Counseling: 800-569-4287;
www.hud.gov/offices/hsg/sfh/hcc.hccprod14.cfm

Veterans' Administration: 800-827-1000

Unless you notify this office within thirty days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If, within the thirty day period, you notify this office in writing that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and mail a copy of such verification to you. If, within the thirty day period, you request in writing from this office the name and address of the original creditor, if different from the current creditor, we will provide you with that information.

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT THIS IS AN ATTEMPT TO
COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE.

WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER
TO WELLS FARGO BANK SOUTHWEST, N.A. F/K/A
WACHOVIA MORTGAGE, FSB F/K/A WORLD
SAVINGS BANK, FSB

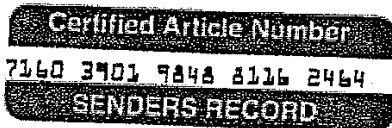
By its Attorneys,

PARTIDGE SNOW & HAHN LLP

By: 
Ann Marie Maccarone

AM/klk

cc: Ms. Christina Mendez
CERTIFIED MAIL/
RETURN RECEIPT REQUESTED



09-06-09

MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-09

PAGE 55,949

LOAN= 0022877872 DATE=08-25 USER=RDA KEY=C0798 VERS=005 TITLE=MA Non-Cert NOI
LINES-PER-PAGE=NO CONDITIONS=2

1c FORM=3X11 PRINTER=270T SECURITY=1

August 25, 2009

Loan Number: 0022877872

VIA CERTIFIED MAIL AND
REGULAR U.S. MAIL

Richard J Woloski Sr
Debra J Cutler
52 Palmer Rd
Plymouth, MA 02360 5824

Re: Property Address: 52 Palmer Road, Plymouth MA 02360
Wachovia Mortgage: 0022877872

NOTICE OF DEFAULT, DEMAND AND POSSIBLE ACCELERATION
Dear Richard J Woloski Sr and Debra J Cutler :

You are hereby notified that you are in default on the above referenced loan for non-payment of monthly/bi-weekly payments. The loan is due for June 02, 2008 payments and any subsequent payments, plus late charges and fees and costs. As of today, the total delinquency and reinstatement amount is: \$ 23,905.96.

The default above can be cured by payment of the total delinquency and reinstatement amount plus any additional payment and fees that become due by November 23, 2009. Note that in addition to the regular monthly payments, additional charges, costs and fees may become due during the period between today's date and November 23, 2009. Please contact Wachovia's Loan Counseling Department at 888-343-1338 to obtain updated payment information.

If default is not cured by November 23, 2009, Wachovia Mortgage may accelerate the debt and take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property.

You have the right to reinstate the loan after acceleration, and to bring a court action to assert the non-existence of a default or any other defense to acceleration of foreclosure sale. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purpose only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

C0798 005 RDA

09-06-09

MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-09

PAGE 55,950

LOAN= 0022877872 DATE=08-25 USER=RDA KEY=C0798 VERS=005 TITLE=MA Non-Cert NOI
LINES=PER-PAGE=NO CONDITIONS=2

1c FORM=8X11 PRINTER=270T SECURITY=1

Richard J Woloski Sr
Debra J Cutler
0022877872
August 25, 2009
Page 2

If you dispute that a default has occurred, or if you dispute the calculation of the amount of the delinquency and reinstatement amount, please contact Wachovia's Loan Counseling Department at 888-345-1338 or by mail at Wachovia Mortgage, Loan Counseling Department, TX1634, 4101 Wiseman Blvd., San Antonio, TX 78251.

For updated reinstatement information or to pay the reinstatement amount, you may contact Wachovia's Loan Counseling Department at 888-345-1338. You may also mail payments to Wachovia Mortgage, Cashiering Dept., TX1361, 4101 Wiseman Blvd., San Antonio, TX 78251.

Loan origination information for the loan is as follows:

The name of the mortgage broker is : NON APPLICABLE.

The mortgage originator was: Wachovia Mortgage.

You may be eligible for assistance from the Massachusetts Housing Finance Agency, the Massachusetts Division of Banks, or other government agencies. Massachusetts Housing Finance Agency may be contacted at masshousing.com then choose the link for "Find Foreclosure Prevention Resources and Information". The Homeownership Preservation Foundation's HOPE Hotline is 888-995-HOPE. The Massachusetts Division of Banks may be contacted at 617-956-1501, Ext. 1501 or 800-495-2265, Ext. 1501. Information regarding HUD-Approved Housing Counseling may be obtained by calling 800-569-4287 or visiting hud.gov/offices/hsg/sfh/hcc.hccprod14.cfm. The Veteran's Administration may be contacted at 800-827-1000.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CALL OUR LOAN COUNSELING DEPARTMENT AT 888-345-1338 TO DISCUSS FORECLOSURE ALTERNATIVES AS SOON AS POSSIBLE. WE ARE VERY INTERESTED IN ASSISTING YOU.

Loan Counseling Department
Enclosure(s)

NOTICE REQUIRED BY FEDERAL LAW:

Please be advised that Wachovia Mortgage may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wachovia Mortgage is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.

C0798 005 RDA

05-03-09

MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-09

PAGE 65,826

LOAN= 0022877872 DATE=04-29 USER=GRA KEY=C0798 VERS=005 TITLE=MA Non-Cart NOI
LINES=PER-PAGE=NO CONDITIONS=2

1c FORM=8X11 PRINTER=270T SECURITY=1

April 29, 2009

Loan Number: 0022877872

VIA CERTIFIED MAIL AND
REGULAR U.S. MAIL

Richard J Woloski Sr
Debra J Cutler
52 Palmer Rd
Plymouth, MA 02360 5824

Re: Property Address: 52 Palmer Road, Plymouth MA 02360
Wachovia Mortgage: 0022877872

NOTICE OF DEFAULT, DEMAND AND POSSIBLE ACCELERATION
Dear Richard J Woloski Sr and Debra J Cutler :

You are hereby notified that you are in default on the above referenced loan for non-payment of monthly/bi-weekly payments. The loan is due for June 02, 2008 payments and any subsequent payments, plus late charges and fees and costs. As of today, the total delinquency and reinstatement amount is: \$ 17,217.63.

The default above can be cured by payment of the total delinquency and reinstatement amount plus any additional payment and fees that become due by July 28, 2009. Note that in addition to the regular monthly payments, additional charges, costs and fees may become due during the period between today's date and July 28, 2009. Please contact Wachovia's Loan Counseling Department at 888-345-1338 to obtain updated payment information.

If default is not cured by July 28, 2009, Wachovia Mortgage may accelerate the debt and take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property.

You have the right to reinstate the loan after acceleration, and to bring a court action to assert the non-existence of a default or any other defense to acceleration of foreclosure sale. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purpose only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

C0798 005 GRA

05-03-09

NSP LETTERWRITER ACTIVITY FOR MONTH OF 04-09

PAGE 65.827

LOAN# 0021877872 DATE=04-29 USER=GRA KEY=CO798 VERS=005 TITLE=MA Non-Cert NOI
LINES-PER-PAGE=NO CONDITIONS=2

1c FORM=8X11 PRINTER=270T SECURITY=1

Richard J Woloski Sr
Debra J Cutler
0022877872
April 29, 2009
Page 2

If you dispute that a default has occurred, or if you dispute the calculation of the amount of the delinquency and reinstatement amount, please contact Wachovia's Loan Counseling Department at 888-345-1338 or by mail at Wachovia Mortgage, Loan Counseling Department, TX1634, 4101 Wiseman Blvd., San Antonio, TX 78251.

For updated reinstatement information or to pay the reinstatement amount, you may contact Wachovia's Loan Counseling Department at 888-345-1338. You may also mail payments to Wachovia Mortgage, Cashiering Dept., TX1361, 4101 Wiseman Blvd., San Antonio, TX 78251.

Loan origination information for the loan is as follows:

The name of the mortgage broker is : NOT APPLICABLE.

The mortgage originator was: Wachovia Mortgage.

You may be eligible for assistance from the Massachusetts Housing Finance Agency, the Massachusetts Division of Banks, or other government agencies. Massachusetts Housing Finance Agency may be contacted at masshousing.com then choose the link for "Find Foreclosure Prevention Resources and Information". The Homeownership Preservation Foundation's HOPE Hotline is 888-995-HOPE. The Massachusetts Division of Banks may be contacted at 617-956-1501, Ext. 1501 or 800-495-2265, Ext. 1501. Information regarding HUD-Approved Housing Counseling may be obtained by calling 800-569-4287 or visiting hud.gov/offices/hsg/sfh/hcc/hccprod14.cfm. The Veteran's Administration may be contacted at 800-827-1000.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CALL OUR LOAN COUNSELING DEPARTMENT AT 888-345-1338 TO DISCUSS FORECLOSURE ALTERNATIVES AS SOON AS POSSIBLE. WE ARE VERY INTERESTED IN ASSISTING YOU.

Loan Counseling Department
Enclosure(s)

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CO798 005 GRA

05-03-09

MSF LETTERWRITER ACTIVITY FOR MONTH OF 04-09

PAGE 65,826

LOAN= 0022877872 DATE=04-29 USER=GRA KEY=CO798 VERS=005 TITLE=MA Non-Cert NOI
LINES-PER-PAGE=NO CONDITIONS=2

1c FORM=8X11 PRINTER=Z70T SECURITY=1

April 29, 2009

Loan Number: 0022877872

VIA CERTIFIED MAIL AND
REGULAR U.S. MAIL

Richard J Woloski Sr
Debra J Cutler
52 Palmer Rd
Plymouth, MA 02360 5824

Re: Property Address: 52 Palmer Road, Plymouth MA 02360
Wachovia Mortgage: 0022877872

NOTICE OF DEFAULT, DEMAND AND POSSIBLE ACCELERATION
Dear Richard J Woloski Sr and Debra J Cutler :

You are hereby notified that you are in default on the above referenced loan for non-payment of monthly/bi-weekly payments. The loan is due for June 02, 2008 payments and any subsequent payments, plus late charges and fees and costs. As of today, the total delinquency and reinstatement amount is: \$ 17,217.63.

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If default is not cured by July 28, 2009, Wachovia Mortgage may accelerate the debt and take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property.

You have the right to reinstate the loan after acceleration, and to bring a court action to assert the non-existence of a default or any other defense to acceleration of foreclosure sale. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purpose only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

CO798 005 GRA

05-03-09

MSF LETTERWRITER ACTIVITY FOR MONTH OF 04-09

PAGE 65.827

LOAN# 0022877872 DATE=04-29 USER=GRA KEY=CO798 VERS=005 TITLE=MA Non-Cert NOI
LINES=PER-PAGE=NO CONDITIONS=Z

1c FORM=8X11 PRINTER=270T SECURITY=1

Richard J Wołoski Sr
Debra J Cutler
0022877872
April 29, 2009
Page 2

If you dispute that a default has occurred, or if you dispute the calculation of the amount of the delinquency and reinstatement amount, please contact Wachovia's Loan Counseling Department at 888-345-1338 or by mail at Wachovia Mortgage, Loan Counseling Department, TX1634, 4101 Wiseman Blvd., San Antonio, TX 78251.

For updated reinstatement information or to pay the reinstatement amount, you may contact Wachovia's Loan Counseling Department at 888-345-1338. You may also mail payments to Wachovia Mortgage, Cashiering Dept., TX1361, 4101 Wiseman Blvd., San Antonio, TX 78251.

Loan origination information for the loan is as follows:

The name of the mortgage broker is : NOT APPLICABLE.

The mortgage originator was: Wachovia Mortgage.

You may be eligible for assistance from the Massachusetts Housing Finance Agency, the Massachusetts Division of Banks, or other government agencies. Massachusetts Housing Finance Agency may be contacted at masshousing.com then choose the link for "Find Foreclosure Prevention Resources and Information". The Homeownership Preservation Foundation's HOPE Hotline is 888-995-NOPE. The Massachusetts Division of Banks may be contacted at 617-956-1501, Ext. 1501 or 800-495-2265, Ext. 1501. Information regarding HUD-Approved Housing Counseling may be obtained by calling 800-569-4287 or visiting hud.gov/offices/hsg/sfh/ucc.hccprod14.cfm. The Veteran's Administration may be contacted at 800-827-1000.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CALL OUR LOAN COUNSELING DEPARTMENT AT 888-345-1338 TO DISCUSS FORECLOSURE ALTERNATIVES AS SOON AS POSSIBLE. WE ARE VERY INTERESTED IN ASSISTING YOU.

Loan Counseling Department
Enclosure(s)

NOTICE REQUIRED BY FEDERAL LAW:

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CO798 005 GRA

10-05-08

MSP LETTERWRITER ACTIVITY FOR MONTH OF 09-08

PAGE 52,740

LOAN# 0022877872 DATE=09-17 USER=WAJ KEY=C0799 VERS=003 TITLE=MA Cart NOI
LINES=PER-PAGE=NO CONDITIONS=2

Lc FORM=8X11 PRINTER=270T SECURITY=1

September 17, 2008

Loan Number: 0022877872

VIA CERTIFIED MAIL AND
REGULAR U.S. MAIL

Richard J Woloski Sr
Debra J Cutler
52 Palmer Rd
Plymouth, MA 02360 5824

Re: Property Address: 52 Palmer Road, Plymouth MA 02360
Wachovia Mortgage: 0022877872

NOTICE OF DEFAULT, DEMAND AND POSSIBLE ACCELERATION
Dear Richard J Woloski Sr and Debra J Cutler :

You are hereby notified that you are in default on the above referenced Loan for non-payment of monthly/bi-weekly payments. The loan is due for June 02, 2008 payments and any subsequent payments, plus late charges and fees and costs. As of today, the total delinquency and reinstatement amount is: \$ 5,647.70.

The default above can be cured by payment of the total delinquency and reinstatement amount plus any additional payment and fees that become due by December 16, 2008. Note that in addition to the regular monthly payments, additional charges, costs and fees may become due during the period between today's date and December 16, 2008. Please contact Wachovia's Loan Counseling Department at 888-345-1338 to obtain updated payment information.

If default is not cured by December 16, 2008, Wachovia Mortgage may accelerate the debt and take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property.

You have the right to reinstate the loan after acceleration, and to bring a court action to assert the non-existence of a default or any other defense to acceleration of foreclosure sale. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purpose only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

C0799 003 WAJ

10-05-08

MSP LETTERWRITER ACTIVITY FOR MONTH OF 09-08

PAGE 52,741

LOAN# 0022877872 DATE=09-17 USER=WAJ KEY=CO799 VERS=003 TITLE=MA Cert NOI
LINES=PER-PAGE=NO CONDITIONS=2

1c FORM=6X11 PRINTER=E70T SECURITY=1

Richard J Woloski Sr
Debra J Cutler
0022877872
September 17, 2008
Page 2

If you dispute that a default has occurred, or if you dispute the calculation of the amount of the delinquency and reinstatement amount, please contact Wachovia's Loan Counseling Department at 888-345-1338 or by mail at Wachovia Mortgage, Loan Counseling Department, TX1634, 4101 Wiseman Blvd., San Antonio, TX 78251.

For updated reinstatement information or to pay the reinstatement amount, you may contact Wachovia's Loan Counseling Department at 888-345-1338. You may also mail payments to Wachovia Mortgage, Cashiering Dept., TX1361, 4101 Wiseman Blvd., San Antonio, TX 78251.

Loan origination information for the loan is as follows:

The name of the mortgage broker is : Non Applicable.

The mortgage originator was: Wachovia Mortgage.

You may be eligible for assistance from the Massachusetts Housing Finance Agency, the Massachusetts Division of Banks, or other government agencies. Massachusetts Housing Finance Agency may be contacted at maahousing.com then choose the link for "Find Foreclosure Prevention Resources and Information". The Homeownership Preservation Foundation's HOPE Hotline is 888-999-HOPE. The Massachusetts Division of Banks may be contacted at 617-956-1501, Ext. 1501 or 800-495-2265, Ext. 1501. Information regarding HUD-Approved Housing Counseling may be obtained by calling 800-569-4287 or visiting hud.gov/offices/hsg/sfh/hcc.hccprod14.cfm. The Veteran's Administration may be contacted at 800-827-1000.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CALL OUR LOAN COUNSELING DEPARTMENT AT 888-345-1338 TO DISCUSS FORECLOSURE ALTERNATIVES AS SOON AS POSSIBLE. WE ARE VERY INTERESTED IN ASSISTING YOU.

Loan Counseling Department
Enclosure(s)

NOTICE REQUIRED BY FEDERAL LAW:

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CO799 003 WAJ

03-08-09

MSP LETTERWRITER ACTIVITY FOR MONTH OF 02-09

PAGE 16.131

LOAN# 0022877872 DATE=02-25 USER=RDA KEY=CO798 VERS=005 TITLE=MA Non-Cert NOI
LINES-PER-PAGE=NO CONDITIONS=2

1c FORM=8X11 PRINTER=270T SECURITY=1

February 25, 2009

Loan Number: 0022877872

VIA CERTIFIED MAIL AND
REGULAR U.S. MAIL

Richard J Woloski Sr
Debra J Cutler
52 Palmer Rd
Plymouth, MA 02360 5824

Re: Property Address: 52 Palmer Road, Plymouth MA 02360
Wachovia Mortgage: 0022877872

NOTICE OF DEFAULT, DEMAND AND POSSIBLE ACCELERATION

Dear Richard J Woloski Sr and Debra J Cutler :

You are hereby notified that you are in default on the above referenced Loan for non-payment of monthly/bi-weekly payments. The loan is due for June 02, 2008 payments and any subsequent payments, plus late charges and fees and costs. As of today, the total delinquency and reinstatement amount is: \$ 14,236.87.

The default above can be cured by payment of the total delinquency and reinstatement amount plus any additional payment and fees that become due by May 26, 2009. Note that in addition to the regular monthly payments, additional charges, costs and fees may become due during the period between today's date and May 26, 2009. Please contact Wachovia's Loan Counseling Department at 888-345-1338 to obtain updated payment information.

If default is not cured by May 26, 2009, Wachovia Mortgage may accelerate the debt and take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property.

You have the right to reinstate the loan after acceleration, and to bring a court action to assert the non-existence of a default or any other defense to acceleration of foreclosure sale. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purpose only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

CO798 005 RDA

03-08-09

MSP LETTERWRITER ACTIVITY FOR MONTH OF 02-09

PAGE 46.132

LOAN= 0022877872 DATE=02-25 USER=RDA KEY=CO798 VERS=005 TITLE=MA Non-Cert NOI
LINES=PER-PAGE=NO. CONDITIONS=2

1c FORM=8X11 PRINTER=170T SECURITY=1

Richard J Woloski Sr
Debra J Cutler
0022877872
February 25, 2009
Page 2

If you dispute that a default has occurred, or if you dispute the calculation of the amount of the delinquency and reinstatement amount, please contact Wachovia's Loan Counseling Department at 888-345-1338 or by mail at Wachovia Mortgage, Loan Counseling Department, TX1634, 4101 Wiseman Blvd., San Antonio, TX 78251.

For updated reinstatement information or to pay the reinstatement amount, you may contact Wachovia's Loan Counseling Department at 888-345-1338. You may also mail payments to Wachovia Mortgage, Cashiering Dept., TX1261, 4101 Wiseman Blvd., San Antonio, TX 78251.

Loan origination information for the loan is as follows:

The name of the mortgage broker is : NON APPLICABLE .

The mortgage originator was: Wachovia Mortgage.

You may be eligible for assistance from the Massachusetts Housing Finance Agency, the Massachusetts Division of Banks, or other government agencies. Massachusetts Housing Finance Agency may be contacted at masshousing.com then choose the link for "Find Foreclosure Prevention Resources and Information". The NCEownership Preservation Foundation's HOPE Hotline is 888-995-HOPE. The Massachusetts Division of Banks may be contacted at 617-956-1501, Ext. 1501 or 800-495-2263, Ext. 1501. Information regarding HUD-Approved Housing Counseling may be obtained by calling 800-569-4287 or visiting hud.gov/offices/hsg/sfh/hcc/hccprod14.cfm. The Veteran's Administration may be contacted at 800-827-1000.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CALL OUR LOAN COUNSELING DEPARTMENT AT 888-345-1338 TO DISCUSS FORECLOSURE ALTERNATIVES AS SOON AS POSSIBLE. WE ARE VERY INTERESTED IN ASSISTING YOU.

Loan Counseling Department
Enclosure(s)

NOTICE REQUIRED BY FEDERAL LAW:

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CO798 005 RDA

NORRIS: TIMELY CURED DEFAULT; FORECLOSURE VOID

The Norris documents here are: (i) the 'Default' letter saying the date by which he had to cure, i.e., bring his loan payments current, and (ii) the accounting showing that as of a few days prior to that date, Norris had, in fact, cured and brought the loan current. He signed a loan modification on January 2, 2009; the cure date was January 16, 2009.

This evidence of the accounting was not entered into the Court record until after the second judgment against him in the eviction case (the first judgment he appealed and got overturned on remand) and after his motion for reconsideration; it was in supplemental documents that the judge allowed Norris and the other side to provide for that decision.

In a second motion for reconsideration, Norris then pointed out to the Judge that the accounting showed that he had cured during the 'right to cure' period. So he had not been in default. The judge still ruled against him.

On appeal, the Appeals Court decision did not even address this or at least a dozen other issues, claiming that Norris had appealed only the issue of the Note. This was a completely inaccurate characterization of Norris's appeal.

Norris and his family were evicted. Their home has purportedly been sold, although the family still has legal avenues.



PO Box 1225
Charlotte, NC 28201-1225

December 17, 2007

038835/10605.y30

Paul L. Norris
282 Pine St
Leicester MA 01524

Dear Borrower(s):

RE: Loan Number [REDACTED]

Our records indicate that your loan is in default. Unless the payments on your loan can be brought current by January 16, 2008, it will become necessary to accelerate your Mortgage Note and pursue the remedies provided for in your Mortgage or Deed of Trust. The total delinquency against your account as of today's date is as follows:

Past Due Payments	\$	3,105.16
Late Charge Balance	\$	71.68
Other Fees	\$	0.00
Suspense Balance	\$	1,421.87
Total Delinquency as of 12/17/07	\$	1,754.97
 Payments due in next 30 days	 \$	 1,552.58

Total due to cure default and bring loan current as of January 16, 2008 \$3,307.55

Your failure to pay this delinquency, plus additional payments and fees that may become due, will result in the acceleration of your Mortgage Note. Once acceleration has occurred, a foreclosure action, or any other remedy permitted under the terms of your Mortgage or Deed of Trust, may be initiated.

You have the right to reinstate your Mortgage Note and Mortgage or Deed of Trust after acceleration. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not constitute America's Servicing Co.'s waiver of the acceleration unless agreed to, in writing, by America's Servicing Co. and may be returned. If foreclosure is initiated, you will have the right to bring a court action to refute the existence of a default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

To avoid the possibility of acceleration you must pay

\$1,754.97 By December 31, 2007, 2:00 P.M. Central Time
\$3,307.55 By January 16, 2008, 2:00 P.M. Central Time

in CERTIFIED funds, to America's Servicing Co., PO Box 1820, Newark, NJ 07101-1820. If funds are not received by the above stated date, we will proceed to automatically accelerate your loan.

We are required by Federal Law to notify you of the availability of government approved home ownership counseling agencies designed to help homeowners avoid losing their home. To obtain a list of approved counseling agencies for your state please call 1-800-569-4287. We urge you to give this matter your immediate attention.

If you would like to discuss the present condition of your loan, or if we can be of further assistance, please call our Loan Service Representatives at 866-224-3771, Mon. - Fri. 8 AM - 6 PM in your time zone. The Fair Debt Collection Practices Act requires us to notify you that in the event your loan is in default, America's Servicing Co. will attempt to collect the debt and any information obtained will be used for that purpose. However, if you have received a discharge from a Chapter 7 or Chapter 13 bankruptcy, and the loan was not reaffirmed in the Bankruptcy case, America's Servicing Co. will only exercise its rights as against the property and is not attempting any act to collect the discharged debt from you personally.

Sincerely,

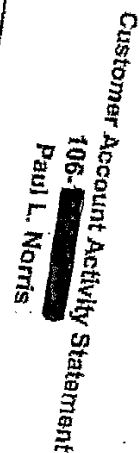
America's Servicing Co.
Default Management Department



Customer Account Activity Statement
106-
Paul L. Norris

Page 1 of 5

Date Received	Contracted Due Date	Debit Funds Received	Amount Applied to Principal	Amount Applied to Interest	Escrow Applied Disbursed	Fees Assessed or Recovered	Principal Balance	Escrow Balance	Outstanding Fee Balance	Corporate Advance Fees Assessed or Recovered	Outstanding Corporate Advance Balance	Comments
11/13/06					-\$640.00		\$238,965.28	\$397.21	\$0.00		\$0.00	Homeowner's Insurance Paid
11/16/06	11/01/06	\$1,570.00		\$1,194.83	\$375.17		\$238,965.28	\$132.38	\$0.00		\$0.00	Payment Applied
12/18/06	12/01/06	\$1,577.76		\$1,194.83	\$382.93		\$238,965.28	\$615.31	\$0.00		\$0.00	Payment Applied
12/29/06		\$1.51			\$1.51		\$238,965.28	\$516.82	\$0.00		\$0.00	Interest On Escrow Deposit
01/16/07						-\$35.84	\$238,965.28	\$516.82	\$35.64		\$0.00	Late Charge Assessed
01/18/07					-\$501.85		\$238,965.28	-\$285.03	\$35.64		\$0.00	City Taxes Paid
02/08/07	01/01/07	\$1,600.00		\$1,194.83	\$382.93		\$238,965.28	\$97.80	\$35.64		\$0.00	Payment Applied
02/09/07						\$22.24	\$238,965.28	\$97.80	\$13.60		\$0.00	Payment and Late Fees Applied
02/27/07							\$238,965.28	\$97.80	\$13.60		\$0.00	Chapter 13 Bankruptcy Filed: case 07-40980
03/02/07		\$1,591.36					\$238,965.28	\$97.80	\$13.60		\$0.00	Unapplied Funds
03/05/07	02/01/07			\$1,194.83	\$310.05		\$238,965.28	\$407.95	\$13.60		\$0.00	Unapplied Funds to Payment
03/21/07	03/01/07	\$1,505.00		\$1,194.83	\$310.05	\$0.12	\$238,965.28	\$718.00	\$13.49		\$0.00	Payment and Late Fees Applied
04/18/07						-\$35.84	\$238,965.28	\$718.00	\$13.49		\$0.00	Late Charge Assessed
04/20/07					-\$801.85		\$238,965.28	-\$83.85	\$13.49		\$0.00	City Taxes Paid
04/26/07	04/01/07	\$1,504.88			\$310.05		\$238,965.28	\$228.20	\$13.49		\$0.00	Payment Applied
05/11/07							\$238,965.28	\$228.20	\$13.49		\$0.00	Chapter 13 Bankruptcy Dismissed
05/18/07						\$49.32	\$238,965.28	\$228.20	\$0.00		\$0.00	Payment and Late Fees Applied
05/18/07	05/01/07		\$37.16				\$238,928.12	\$228.20	\$0.00		\$0.00	Unapplied Funds to Principal



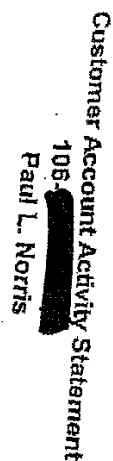
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Customer Account Activity Statement
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Paul L. Norris

Date Received	Contractual Due Date	Debit Funds Received	Amount Applied to Principal	Amount Applied to Interest	Excess Applied or Refunded	From Assessed or Recovered	Principal Balance	Excess Balance	Outstanding Fee Balance	Corporate Advance Fees Assessed or Recovered *	Outstanding Corporate Advance Balance *	Comments
01/18/08							\$238,928.12	-\$337.50	\$143.36		\$0.00	Late Charge Assessed
01/23/08	12/01/07	\$1,553.00		\$1,194.64	\$357.94		\$238,928.12	\$20.44	\$143.36		\$0.00	Payment Applied, Additional Funds Unapplied
01/24/08						\$0.42	\$238,928.12	\$20.44	\$142.94		\$0.00	Unapplied Funds to Late Charges
01/24/08						-\$15.00	\$238,928.12	\$20.44	\$157.94		\$0.00	Inspection Fee Assessed
02/19/08						-\$35.84	\$238,928.12	\$20.44	\$153.78		\$0.00	Late Charge Assessed
02/26/08						-\$15.00	\$238,928.12	\$20.44	\$203.78		\$0.00	Inspection Fee Assessed
03/03/08	01/01/08	\$1,555.00		\$1,194.64	\$357.94		\$238,928.12	\$378.38	\$208.78		\$0.00	Payment Applied, Additional Funds Unapplied
03/04/08						\$2.42	\$238,928.12	\$378.38	\$208.36		\$0.00	Unapplied Funds to Late Charges
03/26/08						-\$15.00	\$238,928.12	\$378.38	\$221.36		\$0.00	Inspection Fee Assessed
04/03/08	02/01/08	\$1,550.00		\$1,194.64	\$355.36		\$238,928.12	\$733.74	\$221.36		\$0.00	Payment Applied
04/08/08					-\$309.89		\$238,928.12	-\$76.15	\$221.36		\$0.00	City Taxes Paid
04/23/08						-\$15.00	\$238,928.12	-\$76.15	\$235.36		\$0.00	Inspection Fee Assessed
06/02/08	03/01/08	\$1,552.58		\$1,194.64	\$357.94		\$238,928.12	\$281.79	\$235.36		\$0.00	Payment Applied
06/30/08		\$1,403.25					\$238,928.12	\$281.79	\$235.36		\$0.00	Unapplied Funds
07/01/08	04/01/08			\$1,045.31	\$357.94		\$238,928.12	\$639.73	\$235.36		\$0.00	Unapplied Funds to Payment
07/10/08					-\$790.03		\$238,928.12	-\$150.30	\$235.36		\$0.00	City Taxes Paid
08/01/08	05/01/08	\$1,403.25		\$1,045.31	\$357.94		\$238,928.12	\$207.64	\$235.36		\$0.00	Payment Applied
09/02/08	06/01/08	\$1,403.25		\$1,045.31	\$357.94		\$238,928.12	\$565.88	\$235.36		\$0.00	Payment Applied
09/30/08					-\$801.00		\$238,928.12	-\$235.42	\$235.36		\$0.00	Homeowner's Insurance Paid





Customer Account Activity Statement

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Paul L. Norris

Page 5 of 5

Date Received	Contracting Type Date	Debtor Funds Received	Amount Applied to Principal	Amount Applied to Interest	Excess Applied or Refunded	Fee Assessed or Received	Principal Balance	Escrow Balance	Outstanding Fee Balance	Corporate Advance Fee Assessed or Received *	Outstanding Corporate Advance Balance *	Comments
07/16/09						-\$43.34	\$245,978.06	-\$2,273.44	\$278.79		\$0.00	Late Charge Assessed
07/22/09					-\$808.12		\$245,978.06	-\$3,082.56	\$278.79		\$0.00	City Taxes Paid
08/17/09						-\$43.34	\$245,978.06	-\$3,082.56	\$322.13		\$0.00	Late Charge Assessed
09/16/09						-\$43.34	\$245,978.06	-\$3,082.56	\$365.47		\$0.00	Late Charge Assessed
10/07/09					-\$785.00		\$245,978.06	-\$4,867.56	\$185.47		\$0.00	Homeowner's Insurance Paid
10/16/09						-\$43.34	\$245,978.06	-\$4,867.56	\$408.81		\$0.00	Late Charge Assessed
							\$245,978.06	-\$4,867.56	\$408.81		\$0.00	

Unapplied Fund From
Debtor \$0.00

3. Broken chains of assignment of mortgage

- a. Gordon: Mortgage originator never assigned mortgage.
- b. Kenney: After “foreclosure,” no mortgage to be assigned.
- c. Sanchez: First “Assignment” of mortgage void: hand filled in but un-initialed, notarized a week late.
- d. Schumacher: “Assignment” of mortgage is void: undated.

GORDON: NO ASSIGNMENT AT ALL: VOID FORECLOSURE

The Gordon material provided here shows that there is no assignment from the originator of the mortgage, Tribeca Lending Corporation. The next assignment of record is a purported assignment by Franklin Credit Management Corporation, which never acquired the mortgage because there was no assignment of the mortgage to it, to a securitized Trust. After that, there was another supposed assignment by Franklin Credit Management Corp. to a different securitized Trust. Neither supposed Trust was registered with the Securities & Exchange Commission.

Massachusetts real property law, like that of almost all states, is clear that the intent to transfer an interest in real property is no good without a writing by the grantor.

Franklin Credit Management and its successors then attempted, after the failed 'foreclosure,' to record documents to show that Tribeca Lending Corp, had in fact been the original signatory for the first assignment of the mortgage to the first Trust. Such a confirmatory assignment is not possible. You cannot confirm an assignment that does not, in fact, exist.

They then attached materials that were supposedly a Secretary Certificate of Authority. Tribeca Lending and Franklin Management have interlocking boards, and tried to argue that the signatory was actually supposedly Tribeca although Franklin Management signed the assignment because it had a servicing agreement. However, that submission and the additional attempted submissions from the purported servicing agreement are not an entire legal document and therefore have no validity in law. It's just cut and paste. Then they recorded an affidavit trying to do the same thing again, attaching documents that again are not complete legal documents and do not serve as legal notice.

The breaks in the chain of title should have made foreclosure and eviction impossible. Nonetheless, the second Trust did purport to foreclose, and then got a court to order Gordon's eviction.

Nevertheless, Gordon was illegally evicted.

After Recording Return To:
 TRIBECA LENDING CORPORATION
 5 HARRISON ST
 NEW YORK, NEW YORK 10013
 Loan Number: 0000000005298

2005 00151499
 Bk: 38468 Pg: 287 Doc: MTG
 Page: 1 of 17 11/14/2005 12:15 PM

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MORTGAGE**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **NOVEMBER 7, 2005**, together with all Riders to this document.
 (B) "Borrower" is **Y. HEATHER GORDON (formerly known as Heather Y. Gayle)**,

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **TRIBECA LENDING CORPORATION**

Lender is a **CORPORATION**

and existing under the laws of **NEW YORK**

organized

Lender's address is **5 HARRISON ST, NEW YORK, NEW YORK 10013**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 7, 2005**

The Note states that Borrower owes Lender **TWO HUNDRED EIGHTY-SEVEN THOUSAND AND 00/100**

Dollars (U.S. \$287,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 1, 2035**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "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) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☒ Adjustable Rate Rider
☐ Balloon Rider
☐ 1-4 Family Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

- ☐ Second Home Rider
☐ Other(s) [specify]

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3 Mendell Way, Tamarca Plain

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APPENDIX 000014

- (H) "Applicable Law" means 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.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated 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. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages 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 (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the

COUNTY of SUFFOLK ;
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
 A.P.N. #: 1419

which currently has the address of 3 MENDELL WAY

JAMAICA PLAIN, Massachusetts 02130
[City] [Zip Code] ("Property Address")

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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, except for encumbrances of record. 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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made 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, provided any such check is 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 designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. 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 shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and

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assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder

of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, 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 such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's 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. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then 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 or otherwise, Borrower hereby

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assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such 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. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration 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, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) 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. Securing the Property includes, but is not limited to, entering 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, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall 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, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage

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Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses 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.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are 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 funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, and other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides 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." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall 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 an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security

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Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall 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 shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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 by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall 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 Borrower.

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, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability

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under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's 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. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall 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 shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until 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. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

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

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower

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must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, 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) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses 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, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. 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 Borrower 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 Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant 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 party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else

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to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which 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 preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and in maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall 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 Borrower has 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 Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.


If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, 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.

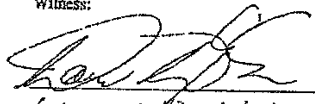
24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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

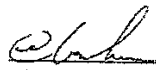
 _____ Y. HEATHER GORDON	(Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower	
_____ (Seal) -Borrower	_____ (Seal) -Borrower	

Witness:



WARREN ~~Whyles~~ Whyles

Witness:



Gregory D. Oberbauer

Commonwealth of Massachusetts

County of ~~SUFFOLK~~ Middlesex

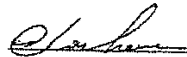
On this 7th day of November, 2005, before me, the undersigned notary public, personally appeared Y. HEATHER GORDON, proved to me through satisfactory evidence of identification, which were Mass. Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

☐ (as partner for
a corporation)

☐ (as _____ for _____, a corporation)

☐ (as attorney in fact for
the principal)

☐ (as _____ for _____, (a) (the)
)



Notary Public

Gregory D. Oberhauser, Esq.

Notary Public (Printed Name)

(Seal)

My commission expires: 5/29/09

Y. H. G

APPENDIX - 000026

EXHIBIT A

A certain parcel of land in said Boston, with the buildings thereon, situated and numbered three (3) on a private way known as Mendell Way (formerly known as three (3) Adams Circle), Jamaica Plain, in the West Roxbury District, Boston, shown as Lot three on a plan by E. L. Moulton, Surveyor, dated July 5, 1922, and recorded with Suffolk Deeds, Book 4385, Page 555, and bounded and described as follows:

SOUTHEASTERLY	by said Mendell Way, by a curved line, nineteen and 87/100 (19.87) feet, and by a straight line, thirty-one and 55/100 (31.55) feet;
SOUTHWESTERLY	by Lot 2 on said plan eighty-seven and 83/100 (87.83) feet;
NORTHWESTERLY	by land of the City of Boston, fifty (50) feet; and
NORTHEASTERLY	by land now or late of Adams, and by land now or late of Lina M. Krug, ninety-nine and 15/100 (99.15) feet;

Containing according to said plan, 4,728 square feet of land, more or less;

Together with a right of way over said private way now known as Mendell Way (shown on said plan as Adams Circle) for all purposes, and the right to lay gas pipes in said Mendell Way, and to use electric poles owned now or formerly by said Adams.

For Mortgagor's title, see Deed from Sylvester Burnett and June Burnett dated June 25, 1992 and recorded in the Suffolk Registry of Deeds in Book 18115, Page 346.

*Also see State of Connecticut Dissolution of Marriage Judgment dated 7/15/03.
Docket # FA307335-325*

PROPERTY ADDRESS: 3 Mendell Way, Jamaica Plain, MA 02130

Y. H. G.

Loan Number: 00000000005298

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published in *The Wall Street Journal*)
- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 7th day of NOVEMBER, 2005 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 ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to TRIBECA LENDING CORPORATION, CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

3 MENDELL WAY, JAMAICA PLAIN, MASSACHUSETTS 02130

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 12.990 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of DECEMBER, 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

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(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 000/1000 percentage points (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 17.990 % or less than 7.990 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage points (2.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 18.990 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan

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assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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



Y. HEATHER GORDON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

④



Bk: 44519 Pg: 117 Doc: AST
Page: 1 of 1 02/10/2009 10:14 AM

Roach
Roach
Deeds
Register of Deeds
Jana Pope
Chapin, SC 29036

This space for Recorder's use

 Case Nbr: 6582133 Ref Number: 9004333 Property Address: 3 Mendell Way Jamaica Plain, MA 02130-4511 MAP-AM 1/30/2009	Recording Requested By: Franklin Credit Management Corp. Prepared By: Debora C. Cox 883-603-9011 450 E. Boundary St. Chapin, SC 29036	When recorded mail to: FA Document Solutions 450 E. Boundary St Chapin, SC 29036
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ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 101 Hudson Street 25th Floor Jersey City, NJ 07302 does hereby grant, sell, assign, transfer and convey unto Deutsche Bank National Trust Company, as Trustee for Tribeca Lending Trust Series I whose address is 1761 East St. Andrews Place, Santa Ana, CA 92705 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: TRIBECA LENDING CORPORATION
 Original Borrower(s): Y. HEATHER GORDON (FORMERLY KNOWN AS HEATHER Y. GAYLE)
 Date of Mortgage: 11/7/2005
 Original Loan Amount: \$237,000.00

Recorded in Suffolk County, MA on: 11/14/2005, book 38468, page 287 and instrument number 2005 00151499
 IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on 1/30/2009

Franklin Credit Management Corporation

By: *Jana Pope*
 Jana Pope, Vice President

State of SC, County of Lexington

The foregoing instrument was acknowledged before me 1/30/2009 by Jana Pope, Vice President of Franklin Credit Management Corporation on behalf of the corporation.

Frances Y. King
 Notary Public: Frances Y. King
 My Commission Expires: 6/21/2010

FRANCES Y. KING
 Notary Public
 State of South Carolina
 My Commission Expires June 21, 2010

APPENDIX B 6582133



Attested here:
Francis M. Roache
 Francis M. Roache
 Register of Deeds

Attested here:
Francis M. Roache
 Francis M. Roache
 Register of Deeds

CONFIRMATORY ASSIGNMENT OF MORTGAGE

Know that, for valuable consideration, Tribeca Lending Corporation, whose address is 101 Hudson Street, 25th Floor, Jersey City, NJ 07302 ("ASSIGNOR"), hereby sells, assigns, and transfers to Deutsche Bank National Trust Company, as Trustee for Tribeca Lending Trust Series 1, whose mailing address is 1761 East Street, Andrews Place, Santa Ana, CA 92705, ("ASSIGNEE"), the Assignor's interest in a certain mortgage made by Y. Heather Gordon a/k/a Heather Y. Gayle to Tribeca Lending Corporation dated November 7, 2005, and recorded with the Suffolk County Registry of Deeds at Book 38468, Page 287, describing the property therein as 3 Mendell Way, Jamaica Plain, MA 02130.

This Confirmatory Assignment of Mortgage is given to correct and confirm a prior Assignment of Mortgage recorded with said Registry of Deeds at Book 44519, Page 117, wherein the document was executed by Franklin Credit Management and should have been executed by Tribeca Lending Corporation.



2012 00115041
 Bk: 50508 Pg: 212 Doc: AST
 Page: 1 of 1 11/19/2012 11:12 AM

Tribeca Lending Corporation

Dated: 11/6/12

By: *Glenn Murphy*
 Its: SVP

STATE OF New Jersey

COUNTY OF Hudson

On this 6 day of November 2012 before me, Glenn Murphy, on the basis of satisfactory evidence to be the person(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 authorized capacity and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and seal.

Diana Patricia Marin
 Notary Public
 My Commission Expires:



Diana Patricia Marin
 Notary Public, State of New Jersey
 My Commission Expires March 11, 2014

Witnessed and attested:
 Dronan, Graves, & Longoria, LLC
 100 Cummings Center, Suite 225D
 Beverly, MA 01915

APPENDIX

Rev 0000495



SECRETARY'S CERTIFICATE OF AUTHORITY

I, Kevin Gildea, being the Secretary of Tribeca Lending Corp. ("Tribeca" also referred to as "Owner"), a corporation duly organized and validly existing under the laws of the State of New York, does hereby certify that under Article II, Section 2.1 of the loan servicing agreement between Tribeca and Franklin Credit Management Corporation ("Franklin" also referred to as "Servicer") titled "Loan Servicing Agreement by and among Tribeca Lending Corp. and The Subsidiaries of Franklin Credit Asset Corporation and Tribeca Lending Corp. Listed on Schedule 1 Attached Hereto, each as an Owner and Franklin Credit Management Corporation, as the Servicer dated as of December 19, 2008" (the "2008 Servicing Agreement"), Franklin was and is authorized to act on behalf of Tribeca

"Without limiting the generality of the foregoing, the Servicer shall continue, and is hereby authorized and empowered, to execute and deliver on behalf of itself and the applicable Owner, all instruments of satisfaction or cancellation, or of partial or full release, discharge and all other comparable instruments, with respect to the Mortgage Loans with respect to the Mortgage Properties"

And that pursuant to Article II, Section 2.1 of the 2008 Servicing Agreement, a true copy of which is attached hereto and made a part hereof, the officers of Franklin were and are authorized, empowered and directed in the name and on behalf of Tribeca, to execute all such documents, certificates or instruments as are customarily within the prerogative of the officer, and to take all such further action as such officer may deem necessary, proper, convenient and desirable in order to carry out the business of the Tribeca as would ordinarily be within the power of an officer.

Signed under the penalties and pains of perjury On this 13 day of December, 2012


Ex. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 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1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 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2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 212

State of New Jersey)

County of Hudson), ss.

Date: 12-13-12

On this 13 day of December, 2012, before me, the undersigned notary public, personally appeared Kevin Gildea, Secretary of Tribeca proved to me through satisfactory evidence of identification, which was personal knowledge (name the government issued identification used or recite "personal knowledge"), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, in his capacity as Secretary of Tribeca Lending Corp.

 (Affix Seal)
Notary signature

My Commission Expires _____
KAREN LAW
Notary Public, State of New Jersey
No. 2422493
Qualified in Hudson County
My Commission Expires July 6, 2017

ARTICLE II

ADMINISTRATION AND SERVICING OF MORTGAGE LOANS


2.1. The Servicer to Act as the Servicer. The Servicer, as an independent contractor, shall service and administer the Mortgage Loans on an actual/actual basis in accordance with this Agreement, giving due consideration to Accepted Servicing Practices, and shall have full power and authority, acting alone or through the delegation of duties to third party servicing providers, to do any and all things in connection with such servicing and administration which the Servicer may deem necessary or desirable, consistent with the terms of this Agreement. Unless this Agreement is terminated pursuant to the terms hereof or any Owner and the Servicer agree otherwise, the applicable Owner agrees that the Servicer shall be the exclusive provider to such Owner (and any of its subsidiaries) of the services set forth in this Agreement, and will provide such services with respect to all residential mortgage loans and related real estate properties and interests owned by such Owner which are of a similar nature to those serviced under this Agreement. The Servicer may perform its servicing responsibilities through

agents or independent contractors, but shall not thereby be released from any of its responsibilities hereunder.

From and after the initial Effective Date, the Servicer shall assume responsibility under this Agreement to service and administer additional Mortgage Loans upon the delivery, in accordance with all reasonable instructions and directions which the Servicer may give to the applicable Owner, of the related New Loan Data File and all related Mortgage Loan Documents by such Owner. The applicable Owner shall provide the New Loan Data File for each Mortgage Loan to the Servicer promptly upon purchase or origination of the Mortgage Loan by such Owner, and in no event later than fifteen (15) days before the Servicer is expected to perform servicing on that Mortgage Loan. The applicable Owner shall notify the Servicer within two (2) Business Days, in writing, of any changes in the information contained in the New Loan Data File. The applicable Owner agrees to provide the Servicer, within two (2) Business Days after the Servicer's request, copies of the Mortgage Note, the Mortgage or any other documents such Owner has in its possession or which are held by the Custodian with respect to a Mortgage Loan that the Servicer deems reasonably necessary in connection with its performance of the servicing of said Mortgage Loan. The Servicer shall cooperate with the applicable Owner in connection with the transfer of the servicing rights and obligations with respect to the Mortgage Loans. If the applicable Owner intends to provide the Servicer with any part of the Servicing File by electronic images, the images shall be provided in a format ingestible into the Servicer's imaging system without additional cost or time to the Servicer. The Servicer shall have no liability hereunder and shall be excused from performance to the extent that such liability or failure to perform arises from lack of having the original documents. In connection with the transfer of the servicing of the Mortgage Loans to the Servicer, the applicable Owner shall cause the Prior Servicer to transfer the servicing of the Mortgage Loans to the Servicer in accordance with the Servicer's then current Servicing Transfer Instructions.

Consistent with the terms of this Agreement, the Servicer may waive, modify or vary any term of any Mortgage Loan or consent to the postponement of strict compliance with any such term or in any manner grant indulgence to any Mortgagor if in the Servicer's reasonable and prudent determination such waiver, modification, postponement or indulgence is not materially adverse to the applicable Owner, provided, however, the Servicer shall not make any future advances with respect to a Mortgage Loan. Unless the Mortgagor is in default with respect to the Mortgage Loan or such default is, in the judgment of the Servicer, imminent or reasonably foreseeable, the Servicer shall not permit any modification with respect to any Mortgage Loan that would change the Mortgage Interest Rate, defer or forgive the payment of principal (except for actual payments of principal) or change the final maturity date on any Mortgage Loan (a "Prohibited Modification"). Notwithstanding the foregoing sentence, the Servicer may permit a Prohibited Modification if the applicable Owner has consented to the same in writing, or the Servicer has reasonably determined that such a modification is necessary and desirable and in the best interests of such Owner to maximize recovery of payments of principal and interest over the life of the Mortgage Loan. Without limiting the generality of the foregoing, the Servicer shall continue, and is hereby authorized and empowered, to execute and deliver on behalf of itself and the applicable Owner, all instruments of satisfaction or cancellation, or of partial or full release, discharge and all other comparable instruments, with respect to the Mortgage Loans and with respect to the Mortgaged Properties. If reasonably required by the Servicer, the applicable Owner shall furnish the Servicer with any powers of attorney and other documents necessary or

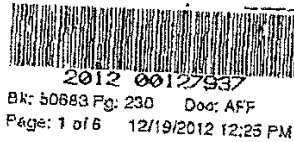
A TRUE COPY OF THE ORIGINAL

ATTEST: 

KEVIN GILDER,
SECRETARY

11

6



Affidavit under M.G.L. Ch.183, § 5B

Property Address: 3 Mendell Way, Jamaica Plain, Massachusetts

I, Glenn Murphy, being the duly authorized SR VP of Franklin Credit Management Corporation, a corporation organized under the laws of the State of Delaware and having an address of 101 Hudson Street, Jersey City, NJ 07302, and having personal knowledge of the facts herein stated, under oath depose and say as follows:

1. This Affidavit is given to clarify the validity of the authorization for Franklin Credit Management Corporation, (hereinafter referred to as "Franklin") to execute an Assignment of Mortgage from Franklin Credit Management Corporation to Deutsche Bank National Trust Company, as Trustee for Tribeca Lending Trust Series I, dated 1/30/2009 and recorded with Suffolk Registry of Deeds at Book 44519, Page 117, on behalf of Tribeca Lending Corporation, (hereinafter referred to as "Tribeca"), as affected by a Confirmatory Assignment of Mortgage from Tribeca Lending Corporation to Deutsche Bank National Trust Company, as Trustee for Tribeca Lending Trust Series I, dated 11/6/2012 and recorded with said Deeds at Book 50508, Page 212.
2. Attached hereto and incorporated herein by reference is a true copy of the "Secretary's Certificate of Authority" (hereafter "Certificate") giving Franklin full authority to act on behalf of Tribeca, including the authority to execute Assignments of Mortgage.
3. Through inadvertence or mistake, the Assignment of Mortgage by Franklin Credit Management Corporation to Deutsche Bank National Trust Company, as Trustee for Tribeca Lending Trust Series I, dated 1/30/2009 and recorded with Suffolk Registry of Deeds at Book 44519, Page 117 failed to recite Franklin's source of authority to execute said assignment instrument.
4. The Assignment of Mortgage dated 1/30/2009 and recorded with Suffolk Registry of Deeds at Book 44519, Page 117 was executed with full authority, as evidenced by Article II, Section 2.1 of the Loan Servicing Agreement attached hereto.

Signed under the penalties of perjury this 13th day of December, 2012.

Attested hereto
Francis M. Roache
Francis M. Roache
Register of Deeds

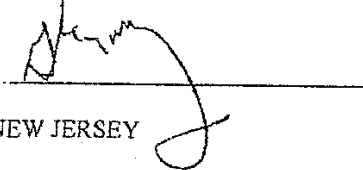
When Recorded Return To:
Doonan, Graves, & Longoria, LLC
100 Cummings Center, Suite 225D
Beverly, MA 01915

APPENDIX 000005



For authority see
Book 46622, Page 239

Franklin Credit Management Corporation
By:

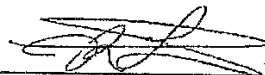


STATE OF NEW JERSEY

County of Hudson, ss.

Date: 12-12-12

On this 12 day of December, 2012, before me, the undersigned notary public, personally appeared Glenn Murphy, who proved to me through satisfactory evidence of identification which was driver license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document(s) are truthful and accurate to the best of his/her knowledge and belief.



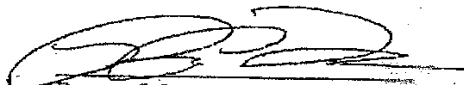
Notary Public

My Commission Expires:

KAREN LAW
Notary Public, State of New Jersey
No. 2422433
Qualified in Hudson County
My Commission Expires July 6, 2017

CERTIFICATE

I, Reneau J. Longoria, Esq., hereby certify that I am an attorney at law with offices at 100 Cummings Center, Suite 225D, Beverly, Massachusetts, and that the facts stated in the foregoing affidavit are relevant to the title to the premises therein described and will be of benefit and assistance in clarifying the chain of title thereto.


Reneau J. Longoria


SECRETARY'S CERTIFICATE OF AUTHORITY

I, Kevin Gildea, being the Secretary of Tribeca Lending Corp. ("Tribeca" also referred to as "Owner"), a corporation duly organized and validly existing under the laws of the State of New York, does hereby certify that under Article II, Section 2.1 of the loan servicing agreement between Tribeca and Franklin Credit Management Corporation ("Franklin" also referred to as "Servicer") titled "Loan Servicing Agreement by and among Tribeca Lending Corp. and The Subsidiaries of Franklin Credit Asset Corporation and Tribeca Lending Corp. Listed on Schedule I Attached Hereto, each as an Owner and Franklin Credit Management Corporation, as the Servicer dated as of December 19, 2008" (the "2008 Servicing Agreement"), Franklin was and is authorized to act on behalf of Tribeca

"Without limiting the generality of the foregoing, the Servicer shall continue, and is hereby authorized and empowered, to execute and deliver on behalf of itself and the applicable Owner, all instruments of satisfaction or cancellation, or of partial or full release, discharge and all other comparable instruments, with respect to the Mortgage Loans with respect to the Mortgage Properties"

And that pursuant to Article II, Section 2.1 of the 2008 Servicing Agreement, a true copy of which is attached hereto and made a part hereof, the officers of Franklin were and are authorized, empowered and directed in the name and on behalf of Tribeca, to execute all such documents, certificates or instruments as are customarily within the prerogative of the officer, and to take all such further action as such officer may deem necessary, proper, convenient and desirable in order to carry out the business of the Tribeca as would ordinarily be within the power of an officer.

Signed under the penalties and pains of perjury On this 13 day of December, 2012



By: Kevin Gildea, Secretary

KENNEY: NO LONGER A MORTGAGE TO BE ASSIGNED: FORECLOSURE VOID

The Kenney materials show an attempted assignment of mortgage made after the date of the foreclosure sale. There was no assignment prior to it. The entity that purported to foreclose on the Kenny home did not own the mortgage. It obviously could not acquire a mortgage that no longer existed after the fact.

Nevertheless, the Kenneys were illegally evicted.

RECORDED
2007 0523/38
Bk: 6324 Pg: 26 Doc: A6M
Page: 1 of 1 05/23/2007 01:38 PM

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026, holder of a mortgage

from Lane M. Frank a/k/a Lane Frank and Sheasa R. Kenney a/k/a Sheasa Kenney
to Mortgage Electronic Registration Systems, Inc.

dated October 21, 2005, recorded with the Franklin County Registry of Deeds at Book 4971, Page 304 ✓

assigns said mortgage and the note and claim secured thereby to U.S. Bank, National Association as Trustee, 800 Nicollet Mall, Minneapolis, MN 55402, without recourse

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Francis J. Nolan this 20th day of May, 2007

Mortgage Electronic Registration Systems, Inc.

By:

[Signature]
Francis J. Nolan, Assistant Secretary and Vice President*

*For Signatory Authority, please see the Corporate Resolution recorded with Franklin Registry of Deeds in Book 4122 and Page 320

The Commonwealth of Massachusetts

Middlesex, ss

May 8, 2007

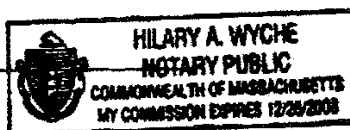
On this 8th day of May, 2007, before me, the undersigned notary public, personally appeared Francis J. Nolan, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Assistant Secretary and Vice President
for Mortgage Electronic Registration Systems, Inc)

[Signature] (Affix Seal)
Notary Signature

My commission expires:

200610-0047



HARMON LAW OFFICES, P.C.
150 CALIFORNIA ST.
NEWTON, MA 02459

ATTEST: FRANKLIN COUNTY, MASS. Joseph A. Gochinski Register

Property Address: 17 High Street, Greenfield, MA 01301

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

U.S. Bank National Association, as Trustee

a corporation duly established under the laws of the United States of America and having its usual place of business at 425 Walnut Street, Cincinnati, OH 45202

the current holder by assignment of a mortgage

from Lane M. Frank a/k/a Lane Frank and Shessa R. Kenney a/k/a Shessa Kenney

to Mortgage Electronic Registration Systems, Inc.

dated October 21, 2005 and recorded with the Franklin County Registry of Deeds at Book 4971, Page 304

, by the power conferred by said mortgage and

every other power for ONE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED FORTY-EIGHT AND 23/100 (\$161,948.23) DOLLARS

paid, grants to U.S. Bank National Association, as Trustee of 425 Walnut Street, Cincinnati, OH 45202, the premises conveyed by said mortgage.

WITNESS the execution and the corporate seal of said corporation this 11 day of April, 2007.

U.S. Bank National Association, as Trustee, by Residential Funding Company, LLC f/k/a Residential Funding Corporation as attorney in fact

By: Sharmel Dawson-Tyau



Blk: 06324 Pg: 34 Doc: FD
Page: 1 of 3 05/23/2007 01:35 PM

HARMON LAW OFFICES, P.C.
150 CALIFORNIA ST.
NEWTON, MA 02458

*For signatory authority, see Limited Power of Attorney recorded herewith.

State of Minnesota CA

San Diego
Notary Public

April 11, 2007

On this 11 day of April, 2007, before me, the undersigned notary public, personally appeared Sharmel Dawson-Tyau, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Attorney in Fact)
for U.S. Bank National Association, as Trustee

MASSACHUSETTS EXCISE TAX
Franklin District R03 \$11.001
Date: 05/23/2007 01:35 PM
Cntr 006780 00678 Doc# 00008743
Fee: \$798.72 Cover: \$161,948.23

Michelle Morey (Affix Seal)
Notary Signature



My commission expires: _____

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 467 OF 1998

Every deed presented for record shall contain or have enclosed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Property Address: 17 High Street, Greenfield, MA 01301

AFFIDAVIT

I, Sharmel Dawson-Tyau
of Residential Funding Company, LLC f/k/a Residential Funding Corporation, Attorney in Fact
for U.S. Bank National Association, as Trustee make oath and say that the principal and interest
obligation mentioned in the mortgage above referred to were not paid or tendered or performed
when due or prior to the sale, and that U.S. Bank National Association, as Trustee caused to be
published on December 19, 2006, December 26, 2006 and January 2, 2007 in the Recorder, a
newspaper published or by its title page purporting to be published in Greenfield and having a
circulation therein, a notice of which the following is a true copy, (See attached Exhibit A)

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended,
by mailing the required notices certified mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed U.S. Bank National Association,
as Trustee sold the mortgaged premises at public auction by Robert V. Mullen, a duly licensed
auctioneer, of Commonwealth Auction Associates, Inc., to U.S. Bank National Association, as
Trustee for ONE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED FORTY-EIGHT AND
23/100 (\$161,848.23) DOLLARS bid by U.S. Bank National Association, as Trustee, being the
highest bid made therefor at said auction.

U.S. Bank National Association, as Trustee
by Residential Funding Company, LLC f/k/a
Residential Funding Corporation as attorney
in fact

By: [Signature]
Sharmel Dawson-Tyau

*For signatory authority, see Limited Power of Attorney recorded herewith.

San Diego
-Delaware, ss.

State of ~~Minnesota~~ CA

April 11, 2007

On this 11 day of April 2007, before me, the undersigned notary public,
personally appeared Sharmel Dawson-Tyau, proved to me through satisfactory evidence
of identification, which were Personal Knowledge, to be the person whose name is
signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it
voluntarily for its stated purpose.

Capacity: (as Attorney in Fact)

for U.S. Bank National Association, as Trustee

[Signature]
Notary Signature

(Affix Seal)

My commission expires:



EXHIBIT A

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By and in execution of the Power of Sale contained in a certain mortgage given by Lane M. French and Lane French and Susan R. French of the County of Franklin to Mortgagee Bank, Inc., dated October 17, 1928, and recorded with the Franklin County Registry of Deeds at Book 4977, Page 307, of which mortgage U.S. Bank National Association, as Trustee in the premises, is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the parties will be sold at Public Auction at 11:00 A.M. on January 8, 1930, on the mortgage premises located at 17 High Street, Greenfield, Franklin County, Massachusetts, all and singular the premises described in said mortgage.

TO WIT:

The land in Greenfield, Franklin County, Massachusetts, on the easterly side of High Street bounded and described as follows:

Beginning at the northeast corner of land now or formerly of one Hoyt on High Street, 95-0000, at a stone mark in the ground; thence running easterly on the dividing line between said Hoyt's land and the land hereby conveyed to land now or formerly of John A. Adams; thence northerly on land now or formerly of said Adams four (4) rods to a stone mark in the ground; thence easterly in a line parallel with said Hoyt's north line and the line East described to High Street; thence southerly on said High Street to the place of beginning. Containing one-fourth of an acre, more or less.

Being the same premises conveyed to the Mortgagee herein by deed of Arthur H. Pappas, Jr. and Susan Ann Pappas, Jr. and recorded in the Franklin County Registry of Deeds prior hereto.

For mortgagee, the two deeds recorded with the Franklin County Registry of Deeds at Book 4977, Page 307.

These premises will be sold and conveyed subject to and with the benefit of all rights, title or way reservations, easements, covenants, liens or claims in the nature of liens, improvements, specific assignments, any and all unpaid taxes, for rents, for water and sewer rates and any other municipal assessments or taxes or existing encumbrances or record which are in force and are applicable, having priority over said mortgage, whether or not subject to such restrictions, easements, improvements, liens or encumbrances as made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or cash check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 Calhoun Street, Newton, Massachusetts 02459, or by mail to P.O. Box 913289, Newton, Massachusetts 02461-0289, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

Present holder of said mortgage
By its Attorney

HARMON LAW OFFICES, P.C.
Rex K. Kowals, Esq.
150 Calhoun Street
Newton, MA 02459
(617) 552-0500

ATTEST: FRANKLIN COUNTY, MASS. Joseph A. Gochinski Register

SANCHEZ: FIRST “ASSIGNMENT” OF MORTGAGE VOID:

The two-page purported assignment of the Sanchez mortgage and Note is the purported first assignment in a chain of assignments.

The assignment was dated August 8, 2005 (see bottom p. 1). According to handwritten notations on the first page of this “assignment,” the mortgage was recorded in the Worcester Registry of Deeds four days later, on August 12, 2005.

All handwritten notations on page one – including the address of the property -- are in the same handwriting. None is dated or initialed. Their handwriting differs obviously from that of the person who signed as Senior Vice President. It is not clear when this information was added to the first page, whether before or after or at the same time as the purported assignment was signed. Nor it is clear whether it was added under the authority of the Senior Vice President. No document is legal if alterations may have been made without authority of signatory.

The year is missing after “August 8th” on the first page. The signature of the Sherwood Mortgage Group Senior Vice President signed the purported assignment on the second page. So, this was signed before at least the June 12 recording date for the mortgage (and associated book and page numbers) was hand entered.

Then, the notarization is not until August 15, 2005 claiming signatory “personally appeared before me”. To be valid, a notarization must be of a signatory who appears in front of the notary – both must be on the same day.

Further, to be valid, a transfer of an interest in real property must be on a specific date. This is not.

It is therefore void. Ownership of the mortgage remained with the first mortgagee.

2
Prepared by: Option One Mortgage Corp.
& When Recorded Return to: Assn Dept.
American Document Services, Inc.
250 Commerce 2nd Floor
Irvine, CA 92602 PROJECT 632
(888)477-4780 136246BT1



2008 00006883
Bk: 38213 Pg: 247 Doc: ASM
Page: 1 of 2 01/17/2008 10:50 AM

ORIGINAL

Loan Number: 161043680
Servicing Number: 001814157-2

ASSIGNMENT OF MORTGAGE

Sherwood Mortgage Group Inc,
A MASSACHUSETTS CORPORATION, holder of a real estate mortgage
from:
JAVIER SANCHEZ

dated: August 08, 2005 recorded with the Worcester
District/County Registry of Deeds on 8-12-05
as Instrument Number and in Book 37047, Page 286
assigns said mortgage and the Note and claim secured
thereby to: Option One Mortgage Corporation,
a California Corporation
3 Ada, Irvine, CA 92618

In witness whereof the said

Sherwood Mortgage Group Inc,
A MASSACHUSETTS CORPORATION has caused its
corporate seal to be hereto affixed and these presents to be signed,
this 8th day of August,

LEGAL DESCRIPTION AS DESCRIBED ON MORTGAGE REFERRED TO HEREIN

Prop: 15 Newbury St. Worcester MA 01609
Massachusetts Assignment of Mortgage with Acknowledgment
Page 1 of 2 MAA0501.wp (06-18-04)

Loan Number: 161043680 Service Number: _____ Date: 8/8/05

Signed and Sealed by:


SHERWOOD MORTGAGE GROUP, INC.
A MASSACHUSETTS CORPORATION

By:


Joan P. Cronholm, Senior Vice President

State of Massachusetts
County of Worcester, SS

On the 15th day of **August, 2005**, before me, the undersigned notary public, personally appeared Joan P. Cronholm, proved to me through satisfactory evidence, which was the notary public's personal knowledge of her identity, to be the person whose name is signed on the preceding document, and acknowledged to me that she is the Senior Vice President of the corporation and has signed it voluntarily for it's stated purpose on behalf of the corporation.


Joan Stesney Morin, Notary Public
Commission Expires: May 26, 2011



JOAN STESNEY MORIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 26, 2011

ATTEST: WORC. Anthony J. Vigliotti, Register

SCHUMACHER: VOID ASSIGNMENT OF MORTGAGE: VOID FORECLOSURE

The Schumacher assignment included here is a typical failed assignment. We see documents like this in about one fifth of cases. It has a date of a month, but no year, and therefore is not a valid conveyance of an interest in real property, which must be on a date certain. These kinds of omission that render attempted assignments void are not uncommon.

Nevertheless, Schumacher was illegally evicted.



Bk: 38653 Pg: 262 Doc: ASM
Page: 1 of 1 03/30/2006 10:28 AM

14616141

RECORD AND RETURN TO:
HANOVER CAPITAL PARTNERS LTD.
POST OFFICE BOX 3980
EDISON, NJ 08818-3980

TX 75067
(enc flow)

Min# 100245400023193159
Pool# wellss

ASSIGNMENT OF MORTGAGE 2319315

Union Federal Bank of Indianapolis

from: John C Schumacher, single

holder of a real estate mortgage

dated: May 24th, 2004 recorded with the Worcester
District/County Registry of Deeds on May 28th, 2004
2004-0009503; and in Book 33728 , Page 60

as Instrument Number
assigns said mortgage and

the Note and claim secured thereby to: Mortgage Electronic Registration Systems, Inc.
("MERS")

whose address is: P.O. Box 2026 1-888-679-6377 Flint, MI 48501-2026

In witness whereof the said Union Federal Bank of Indianapolis

corporate seal to be hereto affixed and these presents to be signed, this 18th day of October has caused its

Signed and sealed in the presence of:

Witness

Michelle Frei

Union Federal Bank of Indianapolis

Julie Seitz

By Brock Rauch, Assistant Vice President

Commonwealth/State of Indiana
County of Huntington

On this the 18th day of October

, before me,

Nancy Glover
the undersigned officer, personally appeared Brock Rauch
who acknowledged himself/herself to be the Assistant Vice President
of Union Federal Bank of Indianapolis , a corporation, and that he/she, as such
Assistant Vice President , being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing the name of the corporation by
himself/herself as Assistant Vice President

In witness whereof I hereunto set my hand and official seal.



Notary Public, Nancy Glover
A resident of Huntington County
My commission expires: 12/21/2006

5161603
Manufactured Assignment of Mortgage
VMP-995(MA) (0503) VMP-1162 (0503)
VMP Mortgage Solutions, Inc. (800)521-7291



ATTEST: WORC. Anthony J. Vigliotti, Register

2006
10

4. Non-compliant Default/Right to Cure letter, therefore, “foreclosure” void

- a. Hilton: “Right to Cure” letter omitted notifications that Para. 22 of mortgage contract mandated.
- b. Kunar: Same violations.
- c. Vilanova: Same violations.

HILTON: NO DEFAULT AS NO LETTER COMPLIED WITH PARAGRAPH 22 OF THE MORTGAGE

The Hilton documents show the page from Hilton's mortgage that includes the acceleration paragraph, Paragraph 22, which sets forth the specific language that must be included in a notice of default. Without all of the required language, a 'default letter' fails to comply with the mortgage contract. Hilton's supposed 'default' letter lacked it. Therefore, the attempt to default Hilton was void by operation of law.

Attached is the purported right to cure letter; the foreclosing entity filed an exact copy in the active military service filing in Land Court in Boston. The Land Court Clerk certified it as being the total and complete 'default' letter inclusive of all pages.

It completely omits two required mortgage terms: the homeowner's (1) right to bring a court case to challenge the debt and present the defenses to foreclosure, and (2) right to reinstate the mortgage after acceleration.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

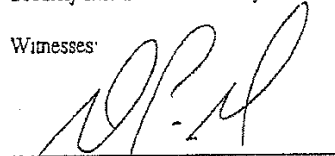
If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

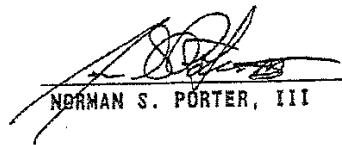
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

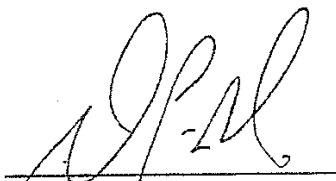
24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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

Witnesses:


STEPHEN P. MIER


NORMAN S. PORTER, III (Seal)
-Borrower


STEPHEN P. MIER (Seal)
-Borrower

(Seal)
-Borrower

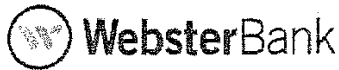

CHRISTINE L. HILTON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



Webster Bank, N.A.
609 West Johnson Ave.
Cheshire, CT 06410
WebsterBank.com

April 20, 2015

VIA CERTIFIED AND FIRST CLASS MAIL

CHRISTINE L HILTON
121 HAMPTON ST
AUBURN MA 01501

150 Day Right to Cure Your Mortgage Default

- This is an important notice concerning your right to live in your home. Have it translated at once.
- Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificación inmediatamente.
- Este é um aviso importante em relação ao seu direito de morar na sua residência. Por favor, tem traduzido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- 这是一封关于您居住权的重要通知, 请儘快安排翻译

To: CHRISTINE L HILTON:

RE: 121 HAMPTON ST. AUBURN, MA 01501; loan number 0710082007 with Webster Bank, N.A.; originated by; Webster Bank, N.A.

We are contacting you because you did not make your monthly payment (s) due on February 1, 2013, March 1, 2013, April 1, 2013, May 1, 2013, June 1, 2013, July 1, 2013, August 1, 2013, September 1, 2013, October 1, 2013, November 1, 2013, December 1, 2013, January 1, 2014, February 1, 2014, March 1, 2014, April 1, 2014, May 1, 2014, June 1, 2014, July 1, 2014, August 1, 2014, September 1, 2014, October 1, 2014, November 1, 2014, December 1, 2014, January 1, 2015, February 1, 2015, March 1, 2015 and April 1, 2015 to Webster Bank, N.A. You must pay the past due amount of \$49,118.74 on or before September 17, 2015 which is 150 days from the date of this notice. The past due amount on the date of this notice is specified below.

Principal & Interest Payments:

- \$1,261.36 Principle and Interest payment due on February 1, 2013
- \$1,261.36 Principle and Interest payment due on March 1, 2013
- \$1,261.36 Principle and Interest payment due on April 1, 2013

- \$1,261.36 Principle and Interest payment due on May 1, 2013
- \$1,261.36 Principle and Interest payment due on June 1, 2013
- \$1,261.36 Principle and Interest payment due on July 1, 2013
- \$1,261.36 Principle and Interest payment due on August 1, 2013
- \$1,261.36 Principle and Interest payment due on September 1, 2013
- \$1,261.36 Principle and Interest payment due on October 1, 2013
- \$1,261.36 Principle and Interest payment due on November 1, 2013
- \$1,261.36 Principle and Interest payment due on December 1, 2013
- \$1,261.36 Principle and Interest payment due on January 1, 2014
- \$1,261.36 Principle and Interest payment due on February 1, 2014
- \$1,261.36 Principle and Interest payment due on March 1, 2014
- \$1,261.36 Principle and Interest payment due on April 1, 2014
- \$1,261.36 Principle and Interest payment due on May 1, 2014
- \$1,261.36 Principle and Interest payment due on June 1, 2014
- \$1,261.36 Principle and Interest payment due on July 1, 2014
- \$1,261.36 Principle and Interest payment due on August 1, 2014
- \$1,261.36 Principle and Interest payment due on September 1, 2014
- \$1,261.36 Principle and Interest payment due on October 1, 2014
- \$1,261.36 Principle and Interest payment due on November 1, 2014
- \$1,261.36 Principle and Interest payment due on December 1, 2014
- \$1,261.36 Principle and Interest payment due on January 1, 2015
- \$1,261.36 Principle and Interest payment due on February 1, 2015
- \$1,261.36 Principle and Interest payment due on March 1, 2015
- \$1,261.36 Principle and Interest payment due on April 1, 2015

Real Estate Tax Payments:

- \$261.81 Real Estate Tax payment due on February 1, 2013
- \$261.81 Real Estate Tax payment due on March 1, 2013
- \$261.81 Real Estate Tax payment due on April 1, 2013
- \$240.47 Real Estate Tax payment due on May 1, 2013
- \$240.47 Real Estate Tax payment due on June 1, 2013
- \$240.47 Real Estate Tax payment due on July 1, 2013
- \$240.47 Real Estate Tax payment due on August 1, 2013
- \$240.47 Real Estate Tax payment due on September 1, 2013
- \$240.47 Real Estate Tax payment due on October 1, 2013
- \$240.47 Real Estate Tax payment due on November 1, 2013
- \$240.47 Real Estate Tax payment due on December 1, 2013
- \$240.47 Real Estate Tax payment due on January 1, 2014
- \$240.47 Real Estate Tax payment due on February 1, 2014
- \$240.47 Real Estate Tax payment due on March 1, 2014
- \$240.47 Real Estate Tax payment due on April 1, 2014
- \$280.00 Real Estate Tax payment due on May 1, 2014
- \$280.00 Real Estate Tax payment due on June 1, 2014

- \$280.00 Real Estate Tax payment due on July 1, 2014
- \$280.00 Real Estate Tax payment due on August 1, 2014
- \$280.00 Real Estate Tax payment due on September 1, 2014
- \$280.00 Real Estate Tax payment due on October 1, 2014
- \$282.18 Real Estate Tax payment due on November 1, 2014
- \$282.18 Real Estate Tax payment due on December 1, 2014
- \$282.18 Real Estate Tax payment due on January 1, 2015
- \$282.18 Real Estate Tax payment due on February 1, 2015
- \$282.18 Real Estate Tax payment due on March 1, 2015
- \$282.18 Real Estate Tax payment due on April 1, 2015

Escrow Shortage Payments:

- \$135.15 Escrow Shortage payment due on February 1, 2013
- \$135.15 Escrow Shortage payment due on March 1, 2013
- \$135.15 Escrow Shortage payment due on April 1, 2013
- \$24.85 Escrow Shortage payment due on May 1, 2014
- \$24.85 Escrow Shortage payment due on June 1, 2014
- \$214.45 Escrow Shortage payment due on July 1, 2014
- \$214.45 Escrow Shortage payment due on August 1, 2014
- \$214.45 Escrow Shortage payment due on September 1, 2014
- \$214.45 Escrow Shortage payment due on October 1, 2014
- \$8.36 Escrow Shortage payment due on November 1, 2014
- \$8.36 Escrow Shortage payment due on December 1, 2014
- \$8.36 Escrow Shortage payment due on January 1, 2015
- \$8.36 Escrow Shortage payment due on February 1, 2015
- \$8.36 Escrow Shortage payment due on March 1, 2015
- \$8.36 Escrow Shortage payment due on April 1, 2015

Late Fee's:

- \$37.84 Late Fee charged on April 18, 2011
- \$37.84 Late Fee charged on May 17, 2011
- \$37.84 Late Fee charged on June 17, 2011
- \$37.84 Late Fee charged on July 18, 2011
- \$37.84 Late Fee charged on August 17, 2011
- \$37.84 Late Fee charged on September 19, 2011
- \$37.84 Late Fee charged on October 17, 2011
- \$37.84 Late Fee charged on November 17, 2011
- \$37.84 Late Fee charged on December 19, 2011
- \$37.84 Late Fee charged on January 17, 2012
- \$37.84 Late Fee charged on February 17, 2012
- \$37.84 Late Fee charged on March 19, 2012
- \$37.84 Late Fee charged on April 17, 2012
- \$37.84 Late Fee charged on May 17, 2012

- \$37.84 Late Fee charged on June 18, 2012
- \$37.84 Late Fee charged on July 17, 2012
- \$37.84 Late Fee charged on August 17, 2012
- \$37.84 Late Fee charged on September 17, 2012
- \$37.84 Late Fee charged on October 17, 2012
- \$37.84 Late Fee charged on November 19, 2012
- \$37.84 Late Fee charged on December 17, 2012
- \$37.84 Late Fee charged on January 17, 2013
- \$37.84 Late Fee charged on February 19, 2013
- \$37.84 Late Fee charged on March 18, 2013
- \$37.84 Late Fee charged on April 17, 2013
- \$37.84 Late Fee charged on May 17, 2013
- \$37.84 Late Fee charged on June 17, 2013
- \$37.84 Late Fee charged on July 17, 2013
- \$37.84 Late Fee charged on August 19, 2013
- \$37.84 Late Fee charged on September 17, 2013
- \$37.84 Late Fee charged on October 17, 2013
- \$37.84 Late Fee charged on November 18, 2013
- \$37.84 Late Fee charged on December 17, 2013
- \$37.84 Late Fee charged on January 17, 2014
- \$37.84 Late Fee charged on February 18, 2014
- \$37.84 Late Fee charged on March 17, 2014
- -\$37.84 Late Fee waived on March 21, 2014
- \$37.84 Late Fee charged on April 17, 2014
- \$37.84 Late Fee charged on May 19, 2014
- \$37.84 Late Fee charged on June 17, 2014
- \$37.84 Late Fee charged on July 17, 2014
- \$37.84 Late Fee charged on August 18, 2014
- \$37.84 Late Fee charged on September 17, 2014

Return Check Fees:

- \$10.00 Return Check Fee charged on October 7, 2011

Loss Mitigation Deferment:

- \$5,045.44 Loss Mitigation Deferment charged on October 29, 2010

Appraisal Fees:

- \$105.00 Broker's Price Opinion (BPO) charged on July 31, 2012
- \$105.00 Broker's Price Opinion (BPO) charged on January 23, 2013

Property Inspection Fees:

- \$15.00 Property Inspection Fee charged on June 22, 2011
- \$15.00 Property Inspection Fee charged on December 13, 2012

- \$15.00 Property Inspection Fee charged on September 29, 2014
- \$15.00 Property Inspection Fee charged on April 3, 2015

Unapplied Funds:

- \$222.12 Funds not applied yet.

If you pay the past due amount, and any additional monthly payments, late charges, or fees that may become due between the date of this notice and the date of when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.
Make your payment directly to:

Webster Bank, N.A.
Consumer Collection Dept.CH450
609 West Johnson Ave.
Cheshire, CT 06410
1-800-270-5300

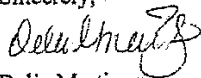
Please consider the following:

- You should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak with counselors who can provide assistance and may be able to help you work with your lender to avoid foreclosure. There may be other homeownership assistance available thru your lender or servicer.
- You may also contact the Division of Banks (617-956-1500) or visit www.mass.gov/foreclosures to find a foreclosure prevention program near you.
- After September 17, 2015, you can still avoid foreclosure by paying the total past due amount before a foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways to avoid foreclosure, such as selling your property, refinancing the loan, or voluntarily transferring the ownership of the property to Webster Bank, N.A.

If you do not pay the total past due amount due of \$49,118.74 and any additional payments that may become due by September 17, 2015, you may be evicted from your home after a foreclosure sale. If Webster Bank, N.A. forecloses on this property, it means the mortgage or new buyer will take over the ownership of your home.

If you have questions, or disagree with the past due balance, please contact Webster Bank, N.A. at 1-800-270-5300 or you may send correspondence to Webster Bank, N.A., 609 W. Johnson Ave. CH450, Cheshire, CT 06410.

Sincerely,



Delia Martinez
Collections Representative
609 West Johnson Ave.
Cheshire, CT 06410
(800) 270-5300 ext. 37258
203-271-7258

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should read carefully.

KUNAR: DEFAULT NOTICE NOT LEGAL; FORECLOSURE VOID

Enclosed here is the Kunar right to cure/default letter. The Kunars' mortgage had the standard Paragraph 22 that requires any right to cure/default letter to notify the borrower of the borrower's right to bring a court case to challenge the default or to raise any other defense to the foreclosure, and the right to reinstate the mortgage even after acceleration.

The Kunars' right to cure/default letter includes neither piece of required information. It is still the "default" that Freddie Mac's claimed foreclosure depends upon. The foreclosure is void.

The Kunars have not only been 'foreclosed', but also they and their disabled daughter have been illegally evicted.



A Division of PNC Bank, National Association

PNC Mortgage, Department
PO Box 1820
Dayton, OH 45401-1820
1-800-822-5626

May 22, 2014

JENNIFER A KUNAR
1B KNAPP AVE
WORCESTER, MA 01605

Enclosed please find the Massachusetts Right To Cure letter for loan number 0001772865

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting loss mitigation, please note that normal collection and/or foreclosure activity will continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

- ❖ *This is an important notice concerning your right to live in your home. Have it translated at once.*
- ❖ *Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificación inmediatamente.*
- ❖ *Este é um aviso importante em relação ao seu direito de morar na sua residência. Por favor, tem traduzido imediatamente.*
- ❖ *C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.*
- ❖ *这是一则关于您居住权的重要通知, 请儘快安排翻译。*

150 Day Right to Cure Your Mortgage Default

May 22, 2014

Certified Mail

JENNIFER A KUNAR
1B KNAPP AVE
WORCESTER, MA 01605

RE: 1 B KNAPP AVE, WORCESTER, MA 01605; loan 0001772865 with PNC Bank, National Association; National City Mortgage Co
To JENNIFER A KUNAR:

We are contacting you because you did not make your monthly loan payment[s] due on 3/1/2010, 4/1/2010, 5/1/2010, 6/1/2010, 7/1/2010, 8/1/2010, 9/1/2010, 10/1/2010, 11/1/2010, 12/1/2010, 1/1/2011, 2/1/2011, 3/1/2011, 4/1/2011, 5/1/2011, 6/1/2011, 7/1/2011, 8/1/2011, 9/1/2011, 10/1/2011, 11/1/2011, 12/1/2011, 1/1/2012, 2/1/2012, 3/1/2012, 4/1/2012, 5/1/2012, 6/1/2012, 7/1/2012, 8/1/2012, 9/1/2012, 10/1/2012, 11/1/2012, 12/1/2012, 1/1/2013, 2/1/2013, 3/1/2013, 4/1/2013, 5/1/2013, 6/1/2013, 7/1/2013, 8/1/2013, 9/1/2013, 10/1/2013, 11/1/2013, 12/1/2013, 1/1/2014, 2/1/2014, 3/1/2014, 4/1/2014, 5/1/2014 to PNC Bank, National Association. You must pay the past due amount of \$76,507.51 on or before 10/19/2014, which is 150 days from the date of this notice. The past due amount on the date of this notice is specified below:

- Principal, Interest, Taxes and Insurance: March 01, 2010 - \$1,374.77, April 01, 2010 - \$1,374.77, May 01, 2010 - \$1,374.77, June 01, 2010 - \$1,374.77, July 01, 2010 - \$1,374.77, August 01, 2010 - \$1,374.77, September 01, 2010 - \$1,374.77, October 01, 2010 - \$1,374.77, November 01, 2010 - \$1,374.77, December 01, 2010 - \$1,374.77, January 01, 2011 - \$1,374.77, February 01, 2011 - \$1,374.77, March 01, 2011 - \$1,374.77, April 01, 2011 - \$1,374.77, May 01, 2011 - \$1,374.77, June 01, 2011 - \$1,374.77, July 01, 2011 - \$1,374.77, August 01, 2011 - \$1,374.77, September 01, 2011 - \$1,374.77, October 01, 2011 - \$1,374.77, November 01, 2011 - \$1,374.77, December 01, 2011 - \$1,374.77, January 01, 2012 - \$1,374.77, February 01, 2012 - \$1,374.77, March 01, 2012 - \$1,374.77, April 01, 2012 - \$1,374.77, May 01, 2012 - \$1,374.77, June 01, 2012 - \$1,374.77, July 01, 2012 - \$1,374.77, August 01, 2012 - \$1,374.77, September 01, 2012 - \$1,374.77, October 01, 2012 - \$1,374.77, November 01, 2012 - \$1,608.22, December 01, 2012 - \$1,608.22, January 01, 2013 - \$1,608.22, February 01, 2013 - \$1,608.22, March 01, 2013 - \$1,608.22, April 01, 2013 - \$1,608.22, May 01, 2013 - \$1,608.22, June 01, 2013 - \$1,608.22, July 01, 2013 - \$1,608.22, August 01, 2013 - \$1,608.22, September 01, 2013 - \$1,608.22, October 01, 2013 - \$1,608.22, November 01, 2013 - \$1,779.39, December 01, 2013 - \$1,779.39, January 01, 2014 - \$1,779.39, February 01, 2014 - \$1,779.39, March 01, 2014 - \$1,779.39, April 01, 2014 - \$1,779.39, May 01, 2014 - \$1,779.39
- Accrued Late Charges As Of May 22, 2014: \$318.00
- Accrued Other Fees As Of May 22, 2014: \$442.50

If you pay the past due amount, and any additional monthly payments, late charges or fees that may become due

between the date of this notice and the date when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.

Make your payment directly to:

PNC Mortgage Attention: Central Receipts

Bldg 7 -- B6-YM10-01-1

3232 Newmark Dr.

Miamisburg, OH 45342

Please consider the following:

- you should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak with counselors who can provide assistance and may be able to help you work with your lender to avoid foreclosure. There may be other homeownership assistance available through your lender or servicer;
- you may also contact the Division of Banks (617-956-1500) or visit www.mass.gov/foreclosures to find a foreclosure prevention program near you;
- after 10/19/2014, you can still avoid foreclosure by paying the total past due amount before a foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways to avoid foreclosure, such as selling your property, refinancing your loan, or voluntarily transferring ownership of the property to PNC Bank, National Association.

If you do not pay the total past due amount of \$76,507.51 and any additional payments that may become due by 10/19/2014, you may be evicted from your home after a foreclosure sale. If PNC Bank, National Association forecloses on this property, it means the mortgagee or a new buyer will take over the ownership of your home.

If you have questions, or disagree with the calculation of your past due balance, please contact PNC Bank, National Association at 800-523-8654 or 3232 Newmark Dr. Miamisburg, OH 45342.

Sincerely,

Sheryl Gorman
Supervisor Breach and Referral

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

REGULATORY AUTHORITY
M.G.L. c. 244, § 35A.

As you go through the process of trying to resolve your account, you may receive additional communications from PNC Mortgage, a division of PNC Bank, National Association (PNC Mortgage). Below are answers to some frequently asked questions that will provide additional guidance.

Q1. I am attempting to resolve my delinquent loan with PNC Mortgage. Why am I receiving this letter?

Answer: *PNC Mortgage is anxious to assist you. However, until we have received all required information from you to determine what assistance can be provided, we must pursue a possible foreclosure action.*

Q2. What will happen if PNC agrees to a workout option?

Answer: *The goal of any workout option is to prevent the foreclosure action from starting. The specific actions will depend on the agreed upon workout option.*

Q3. What can I do to make sure all relevant PNC Mortgage solutions are explored to try and assist me?

Answer: *The most important thing is to maintain contact with us. If we have already sent you a workout package, complete your documentation accurately, timely, and completely. Although this does not guarantee an approval, it will help facilitate a timely decision.*

Q4. What should I do if I do not have all the past due amount that is required?

Answer: *PNC Mortgage has several options that may be available to assist you. Please call us at 1-800-523-8654 to talk with a representative about the available options.*

Q5. Will I continue to receive calls attempting to collect the past due payments?

Answer: *You may receive additional calls about your account. Discuss the status of the account with the caller to see if any additional information is needed.*

Q6. If I have questions or concerns in regards to the package I've received, who should I contact?

Answer: *Please contact PNC Mortgage at 1-800-523-8654.*

Q7. Can I go to my local PNC Bank branch to discuss my account?

Answer: *We recommend you contact a PNC Mortgage representative at 1-800-523-8654 to better serve your needs.*

Roger Kunar
1B Knapp Ave.
Worcester, MA 01605

May 21, 2017

I, Roger Kunar, do attest and aver to the following:

Shortly after May 22, 2014, 2017, I received a "150 Day Right to Cure Your Mortgage Default" letter at our mailbox. Attached as exhibit.

I so swear,

A handwritten signature in black ink that reads "Roger Kunar". The signature is written in a cursive style with a large, sweeping loop at the end.

Roger Kunar
1B Knapp Ave.
Worcester, MA 01605

VILANOVA: 'DEFAULT' LETTER VIOLATES MORTGAGE TERMS; FORECLOSURE VOID

Vilanova had a standard residential Fannie Mae/Freddie Mac mortgage. In a non-judicial state such as Massachusetts, this requires a 'Right to Cure'/Default letter informing the homeowner of his/her right under acceleration of the mortgage.

This includes the right to sue, both to challenge the debt and to raise any other defenses to the foreclosure. It also requires language in paragraph 22 of the mortgage, requiring the lender to notify the homeowner of the right to cure a default, even after acceleration. 'Acceleration' means that the lender demands immediate repayment of the entire balance of the loan.

Remember that non-payment on a mortgage differs from default. You are in default only if the other party to the mortgage contract validly declares you to be in default. Without such a notice, which complies with the contractual notification language in the mortgage, there has been no default.

Vilanova's right to cure/default letter omitted both of these notifications that her contract of mortgage required. You can read this note yourself, and you can see that it omits this language. Therefore, Vilanova was never in default, and the "foreclosure" was void.

5. Competing Mortgagees(3) Post 'Foreclosure'

- a. Boyer: Three competing claimants to Mortgage, 5 years after one of them "foreclosed."
Two competing claimants to Note.

BOYER: COMPETING CLAIMANTS TO MORTGAGE AND NOTE 5 YEARS POST 'FORELCOSURE'

In 2003, Boyer refinanced with Mortgage Network, Inc. His 2003 mortgage listed Mortgage Electronic Registration Systems, Inc. (MERS), as "mortgagee" and as "nominee" for the lender without disclosure to him.

In 2009, MERS purportedly assigned Boyer's mortgage to US Bank N.A., as Trustee for Credit Suisse First Boston, CSFB 2004-AR3, a Securitized Trust. Evidence shows that Boyers' mortgage loan was never conveyed into that Trust. The Trust nonetheless foreclosed without owning the mortgage. Boyer has tried in court for 5 years to get this evidence heard.

April 1, 2015: Despite his ongoing appeal, US Bank as Trustee evicted the Boyer family from their home. Since then, MERS, America's Servicing Co., and Wells Fargo all purport to have Boyer's mortgage even though only one party at a time can own the mortgage. The original lender, Mortgage Network, Inc., purportedly still has his mortgage (promissory) Note.

The true modern nightmare, after losing the home to one party with a void claim to mortgage and note, now up to 3 others parties may have a claim.

April 6, 2015: A new, purported assignment of Boyer's mortgage was executed from MERS, to US Bank, as Trustee for Credit Suisse First Boston Mortgage Securities Corp. CSFB Mortgage-Backed Pass-Through Certificates, Series 2004-AR3 and recorded in the North Essex Registry of Deeds in Salem, Massachusetts. Thus, five years after its purported assignment and after Boyers were foreclosed, MERS still claimed to have Boyer's mortgage so it could assign it into a different Trust.

April 14, 2015: 2 letters were sent to Boyer from from "America's Servicing Co.," concerning his "2 Dufton Rd, Andover Loan #....with **America's Servicing Co.**" Both were legally required communications from the present mortgagee: one under MGL Chapter 244 § 35A stated that Boyer could may pay off his asserted "loan with **America's Servicing Co.**" One under MGL Chapter 244 § 35B for a loan modification[Bold font supplied.]

Around April 15 and 18, 2015, by U.S. Mail, Boyer received accountings from America's Servicing Co. showing his loan with America's Servicing Co. as still active.

Around April 18, 2015: Boyer looked up his loan in MERSCORP's MERS® Registry under the Mortgage Identification Number on the new MERS assignment of mortgage executed on April 6, 2015. The MERS® Registry showed the "investor," or note owner, to be Mortgage Network Inc., the 2009 refinancing lender. Boyer's Mortgage (Promissory) Note had evidently never been transferred to the Trust that had foreclosed.

Boyer and his family were still evicted from their home.

Bk 11901 Pg 337 #430
01-07-2010 @ 12:59p

MASSACHUSETTS STATE EXCISE TAX
Essex North Registry
Date: 01-07-2010 @ 12:59pm
Ck1#: 99 Doc#: 430
Fee: \$1,548.12 Cons: \$339,368.30

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3

a national association duly established under the laws of the United States of America and having
its usual place of business at 425 Walnut Street Cincinnati OH 45202

the current holder by assignment of a mortgage

from Nancy L. Boyer and Joseph E. Boyer

to Mortgage Electronic Registration Systems, Inc.

dated November 17, 2003 and recorded with the Essex County (Northern District) Registry
of Deeds at Book 8416, Page 24

, by the power conferred by said mortgage and

every other power for THREE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED
SIXTY-EIGHT AND 30/100 (\$339,368.30) DOLLARS

paid, grants to US Bank National Association, as Trustee for Credit Suisse First Boston CSFB
2004-AR3 of 425 Walnut Street Cincinnati OH 45202, the premises conveyed by said mortgage.

21st **WITNESS** the execution and the corporate seal of said national association this
day of December, 2009.

Property Address: 2 Duffon Road, Andover, MA 01810

EXHIBIT A

LEGAL NOTICE LEGAL NOTICE LEGAL NOTICE

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

and in execution of the Power of Sale contained in a certain mortgage given by Nancy L. Boyer and Joseph E. Boyer to Mortgage Electronic Registration Systems, Inc., dated November 17, 2003 and recorded with the Essex County (Northern District) Registry of Deeds at Book 8416, Page 24, of which mortgage US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3 is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 a.m. on December 14, 2009, on the mortgaged premises located at 2 Dufon Road, Andover, Essex County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

A certain parcel of land with the buildings thereon situated in said Andover, bounded and described as follows:

Beginning at a point on the Northerly side of Burnham Road at the South-easterly corner of land now or formerly of Patrick Barrett;

Thence Northeasterly by land of said Barrett one hundred seventy (170) feet, more or less, to land now or formerly of James Page;

Thence the line turns and runs Easterly by land of said Page to Dufon Road, so-called, one hundred fifty (150) feet, more or less;

Thence Southerly by said Dufon Road one hundred fifty (150) feet, more or less, to said Burnham Road;

Thence Westerly by said Burnham Road, twenty-five (25) feet, more or less to land of said Barrett at the point of beginning.

Together with the right to use said Dufon Road for all purposes for which a public street may be used.

Being shown on the plan of the Assessors of the Town of Andover as Plat 52, Parcel #6.

For mortgagor's(s)' title see deed recorded with Essex County (Northern District) Registry of Deeds in Book 8416, Page 22.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02481-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
CREDIT SUISSE FIRST BOSTON CSFB 2004-AR3

Present holder of said mortgage

By its Attorneys,

HARMON LAW OFFICES, P.C.

150 California Street

Newton, MA 02458

(617) 558-0500

200908-2121 - YEL

AT - 11/19, 11/26, 12/3/09

US Bank National Association, as Trustee for Credit
Suisse First Boston CSFB 2004-AR3, by Wells
Fargo Bank, N.A. as Attorney in Fact*

By: Xee Moua, V. P. Loan Documentation *Attorney in Fact*

*For signatory authority see Limited Power of Attorney recorded with the Essex County (Northern District) Registry of Deeds at Book 10469, Page 12.

State of South Carolina

Middlesex, ss.

December 21, 2009

On this 21 day of December, 2009, before me, the undersigned notary public, personally appeared Xee Moua, proved to me through satisfactory evidence of identification, which were Personal Knowledge (form of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

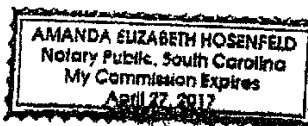
Capacity: (as Attorney in Fact)

for US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3

Notary Signature

(Affix Seal)

My commission expires: _____



CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

AFFIDAVIT

I, Xee Moua, *UP Loan Documentation*
of Wells Fargo Bank, N.A. as Attorney in Fact* for US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3 make oath and say that the principal and interest obligation mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3 caused to be published on November 19, 2009, November 26, 2009 and December 3, 2009 in the Andover Townsman, a newspaper having a general circulation in Andover, a notice of which the following is a true copy. (See attached Exhibit A)

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices certified mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3 sold the mortgaged premises at public auction by Mary Scimemi, a duly licensed auctioneer, to US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3 for THREE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED SIXTY-EIGHT AND 30/100 (\$339,368.30) DOLLARS bid by US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3, 425 Walnut Street Cincinnati OH 45202, being the highest bid made therefor at said auction.

US Bank National Association, as Trustee for
Credit Suisse First Boston CSFB 2004-AR3
by Wells Fargo Bank, N.A. as Attorney in
Fact*

By: *X*
Xee Moua
Vice President Loan Documentation / *Attorney in fact*

*For signatory authority see Limited Power of Attorney recorded with the Essex County (Northern District) Registry of Deeds at Book 10469, Page 12.

State of South Carolina

York, ss.

December 21, 2009

On this 21 day of December 2009, before me, the undersigned notary public, personally appeared Xee Moua, proved to me through satisfactory evidence of identification, which were personal knowledge (form of identification), to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of ~~his~~ her knowledge and belief.

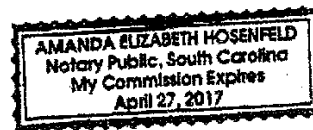
Capacity: (as Attorney in Fact)

for US Bank National Association, as Trustee for Credit Suisse First Boston CSFB 2004-AR3

Notary Signature

(Affix Seal)

My commission expires: _____



- This is an important notice concerning your right to live in your home. Have it translated at once.
- Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificación inmediatamente.
- Este é um aviso importante em relação ao seu direito de morar na sua residência. Por favor, tem traduzido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- 这是一则关于您居住权的重要通知, 请尽快安排翻译

150 Day Right to Cure Your Mortgage Default

4/14/2015

Certified Mail and First Class Mail

NANCY L BOYER
2 DUFTON RD
ANDOVER, MA 01810-2716

RE: Your 2 DUFTON RD, ANDOVER, MA 01810; loan 106/1205940001 with America's Servicing Co., Written Customer Contact, P.O. Box 10335, Des Moines, IA 50306, 1-800-662-3806; Mortgage Network, Inc..

To NANCY L BOYER:

We are contacting you because you did not make your monthly loan payment[s] due on April, 2013, May, 2013, June, 2013, July, 2013, August, 2013, September, 2013, October, 2013, November, 2013, December, 2013, January, 2014, February, 2014, March, 2014, April, 2014, May, 2014, June, 2014, July, 2014, August, 2014, September, 2014, October, 2014, November, 2014, December, 2014, January, 2015, February, 2015, March, 2015, April, 2015, February, 2009, March, 2009, April, 2009, May, 2009, June, 2009, July, 2009, August, 2009, September, 2009, October, 2009, November, 2009, December, 2009, January, 2010, February, 2010, March, 2010, April, 2010, May, 2010, June, 2010, July, 2010, August, 2010, September, 2010, October, 2010, November, 2010, December, 2010, January, 2011, February, 2011, March, 2011, April, 2011, May, 2011, June, 2011, July, 2011, August, 2011, September, 2011, October, 2011, November, 2011, December, 2011, January, 2012, February, 2012, March, 2012, April, 2012, May, 2012, June, 2012, July, 2012, August, 2012, September, 2012, October, 2012, November, 2012, December, 2012, January, 2013, February, 2013, and March, 2013 to America's Servicing Co. You must pay the past due amount of \$196,787.82 on or before 9/16/2015, which is 155 days from the date of this notice. The past due amount on the date of this notice is specified below:

- P&I AMOUNT IS \$707.55 DUE ON 04/01/2013, P&I AMOUNT IS \$707.55 DUE ON 05/01/2013, P&I AMOUNT IS \$707.55 DUE ON 06/01/2013, P&I AMOUNT IS

EXPENSE OF \$4.00 ASSESSED ON 5/4/2011, PROPERTY GAS PAYMENT OF \$420.51 ASSESSED ON 4/6/2011, PROPERTY GAS PAYMENT OF \$356.59 ASSESSED ON 3/31/2011, ELECTRIC BILL EXPENSE OF \$4.00 ASSESSED ON 3/29/2011, ELECTRIC BILL EXPENSE OF \$4.00 ASSESSED ON 3/14/2011, PROPERTY GAS PAYMENT OF \$420.51 ASSESSED ON 3/14/2011, ELECTRIC BILL EXPENSE OF \$4.00 ASSESSED ON 3/8/2011, PROPERTY USE AND OCCUPANCY FEES OF \$800.00 CREDITED ON 2/23/2011, PROPERTY USE AND OCCUPANCY FEES OF \$800.00 CREDITED ON 2/23/2011, ELECTRIC BILL EXPENSE OF \$4.00 ASSESSED ON 1/24/2011, EVICTION FEES OF \$7408.25 ASSESSED ON 1/4/2011, PROPERTY GAS PAYMENT OF \$252.97 ASSESSED ON 1/3/2011, PROPERTY USE AND OCCUPANCY FEES OF \$800.00 CREDITED ON 12/30/2010, ELECTRIC BILL EXPENSE OF \$4.00 ASSESSED ON 12/28/2010, EVICTION FEES OF \$2382.00 ASSESSED ON 11/29/2010, EVICTION COSTS OF \$280.00 ASSESSED ON 11/29/2010, PROPERTY USE AND OCCUPANCY FEES OF \$800.00 CREDITED ON 11/23/2010, PROPERTY GAS PAYMENT OF \$119.54 ASSESSED ON 11/22/2010, ELECTRIC BILL EXPENSE OF \$8.00 ASSESSED ON 11/22/2010, PROPERTY GAS PAYMENT OF \$21.47 ASSESSED ON 10/19/2010, PROPERTY GAS PAYMENT OF \$31.18 ASSESSED ON 10/18/2010, PROPERTY USE AND OCCUPANCY FEES OF \$800.00 CREDITED ON 10/15/2010, PROPERTY USE AND OCCUPANCY FEES OF \$800.00 CREDITED ON 10/15/2010, PROPERTY GAS PAYMENT OF \$21.47 ASSESSED ON 9/28/2010, PROPERTY GAS PAYMENT OF \$21.47 ASSESSED ON 9/3/2010, ELECTRIC BILL EXPENSE OF \$4.07 ASSESSED ON 8/10/2010, PROPERTY GAS PAYMENT OF \$24.70 ASSESSED ON 8/5/2010, CHANGE OF LOCKS CHARGE OF \$75.00 ASSESSED ON 7/28/2010, EVICTION COSTS OF \$241.00 ASSESSED ON 7/27/2010, EVICTION FEES OF \$2752.25 ASSESSED ON 7/27/2010, OF \$2425.00 ASSESSED ON 7/23/2010, ELECTRIC BILL EXPENSE OF \$4.00 ASSESSED ON 7/7/2010, PROPERTY GAS PAYMENT OF \$58.18 ASSESSED ON 7/7/2010, CASH MANAGEMENT ADVANCE OF \$4000.00 ASSESSED ON 6/25/2010, PROPERTY PRESERVATION REPAIRS COST OF \$455.00 ASSESSED ON 6/14/2010, PROPERTY GAS PAYMENT OF \$63.99 ASSESSED ON 6/8/2010, ELECTRIC BILL EXPENSE OF \$7.73 ASSESSED ON 6/8/2010, PROPERTY GAS PAYMENT OF \$175.74 ASSESSED ON 5/10/2010, ELECTRIC BILL EXPENSE OF \$4.99 ASSESSED ON 5/10/2010, WATER/SEWER EXPENSE OF \$3729.57 ASSESSED ON 5/6/2010, ELECTRIC BILL EXPENSE OF \$12.86 ASSESSED ON 4/9/2010, PROPERTY PRESERVATION HOUSE CLEANING COSTS OF \$450.00 ASSESSED ON 3/31/2010, PROPERTY GAS PAYMENT OF \$118.95 ASSESSED ON 3/4/2010, CASH MANAGEMENT ADVANCE OF \$6000.00 ASSESSED ON 2/12/2010, BROKER PRICE OPINION CHARGE OF \$95.00 ASSESSED ON 11/27/2009, BROKER PRICE OPINION CHARGE OF \$95.00 ASSESSED ON 5/28/2009, PROPERTY INSPECTION FEE OF \$15.00 ASSESSED ON 10/25/2007

If you pay the past due amount, and any additional monthly payments, late charges or fees that may become due between the date of this notice and the date when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.

Failure to cure the default on or before the date specified in this notice may result in acceleration of the sums secured by your mortgage and sale of the property secured by your mortgage.

You have the right to reinstate your loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

Make your payment directly to:

America's Servicing Co., 1200 W 7th Street, Suite L2-200, Los Angeles, CA 90017, (1-800-662-3806).

Please consider the following:

- you should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak with counselors who can provide assistance and may be able to help you work with your lender to avoid foreclosure. There may be other homeownership assistance available through your lender or servicer;
- you may also contact the Division of Banks (617-956-1500) or visit www.mass.gov/foreclosures to find a foreclosure prevention program near you;
- after 9/16/2015, you can still avoid foreclosure by paying the total past due amount before a foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways to avoid foreclosure, such as selling your property, refinancing your loan, or voluntarily transferring ownership of the property to America's Servicing Co.

If you do not pay the total past due amount of \$196,787.82 and any additional payments that may become due by 9/16/2015, you may be evicted from your home after a foreclosure sale. If America's Servicing Co. forecloses on this property, it means the mortgagee or new buyer will take over the ownership of your home.

If you have questions, or disagree with the calculation of your past due balance, please contact us at America's Servicing Co. at 1-800-662-3806 OR Written Customer Contact, P.O. Box 10335, Des Moines, IA 50306.

Sincerely,

Randy Bockenstedt, Senior Vice President

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.



PO Box 14547

Des Moines, IA 50306-1547

Page 1 of 3

**Escrow account disclosure statement
and notice of new mortgage payment**

Loan number: 1205540001
Next payment due date: February 01, 2015
New payment effective date: April 01, 2015
New payment amount: \$3,342.60
Principal balance: \$284,700.00
Interest rate: 5.25%
Statement date: April 02, 2015
Account review period: Oct 2014 - Mar 2015
Customer service: 1-800-222-7654
Customer service hours: Mon - Fri 8 a.m. - 10 p.m.
Sat 8 a.m. - 4 p.m. CT

We accept telecommunications relay service calls.

Property address:
2 DUFTON RD
ANDOVER MA 01810-2716

0001540 SP SINGLE T5 1590 01810-271602 C011 NONE



NANCY L BOYER
2 DUFTON RD
ANDOVER MA 01810-2716

Dear NANCY L BOYER:

Each year, we review your escrow account to make sure the escrow portion of your scheduled mortgage payment covers your property taxes and/or insurance premiums. Increases or decreases in your annual taxes and/or insurance premiums may cause your mortgage payment amount to change. Here are the details of your most recent escrow account review.

Note: This notice is for informational purposes only and is being provided as a courtesy should you voluntarily decide to make any escrow shortage payment, if applicable. This notice should not be construed as an attempt to collect a debt or a demand for payment contrary to any protection you may have received pursuant to your bankruptcy case.

New escrow and mortgage payment amount

New payment effective date	Current payment (\$)	New payment (\$)
April 01, 2015 ¹		
Principal and/or interest	1,382.94	1,554.94
Escrow payment	615.39	587.69
Escrow shortage/prepayment ²	0.00	0.00
Total payment amount	1,998.33	2,142.63

1. If you use one of our automatic payment options, we will adjust your electronic withdrawal(s) to ensure your April 01, 2015 payment is made in full.

2. If your current payment includes an amount to cover a previous escrow shortage, this amount will be added. If your current payment includes an adjustment for extra funds you deposited in your escrow account, this amount will be deducted.

Your account is in balance. Our calculation has resulted in no projected shortage or overage in your escrow account.

A guide to your escrow questions and answers is available at: wellsfargo.com/escrowquestions

*** This section intentionally left blank ***



Process Loans, Not Paperwork™

www.mers-servicerid.org

1 record matched your search:

MIN: 1000606-7700132175-1 Note Date: 11/17/2003

MIN Status: Inactive

Servicer: Wells Fargo Bank, N.A., d/b/a America's Servicing Company

Phone: (651) 605-3711

Minneapolis, MN

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

Copyright© 2012 by MERSCORP Holdings, Inc.

Select borrower type and enter borrower information to see Investor for MIN 1000606-7700132175-1.

☒ Investor for Individual Borrower

Your entries may be either upper or lower case.

*Fields marked are required.

*Last Name:

*SSN: - -

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer.

☐ Investor for Corporation/Non-Person Entity Borrower

Your entries may be either upper or lower case.

*Fields marked are required.

Corporation/Non-Person Entity Name:

*

*Taxpayer Identification Number:

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer.

Servicer: Wells Fargo Bank, N.A., d/b/a America's Servicing Company

Phone: (651) 605-3711

Minneapolis, MN

Investor: Mortgage Network, Inc.

SUNITHA SURESH

AND WHEN RECORDED MAIL TO:
WELLS FARGO BANK, N.A.
MAC: N9289-016
PO BOX 1629
EAGAN, MN 55121-4400
ATTN: ASSIGNMENT TEAM

ASSIGNMENT OF MORTGAGE

MERS MIN#: 100060677001321751 Phone #: 1-888-679-6377

For good and valuable consideration, the sufficiency of which is hereby acknowledged, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE NETWORK, INCORPORATED, ITS SUCCESSORS AND ASSIGNS P.O. BOX 2026, FLINT, MI 48501 1901 E VOORHEES ST STE C DANVILLE, IL 61834**, by these presents does convey, grant, bargain, sell, assign, transfer and set over to: **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP. CSFB MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-AR3, 60 LIVINGSTON AVENUE, ST. PAUL, MN 55107**, the described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for **\$308750.00** is recorded in the State of **MASSACHUSETTS**, County of **Northern Essex** Official Records, dated **11/07/2003** and recorded on **11/21/2003**, as Instrument No. **66677**, in Book No. **8416**, at Page No. **24**.

Original Mortgagor: **NANCY L. BOYER AND JOSEPH E. BOYER**

Original Mortgagee: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE NETWORK, INCORPORATED, ITS SUCCESSORS AND ASSIGNS**

Property Address: **2 DUFTON ROAD ANDOVER, MA 01810**

Municipality: **TOWN OF ANDOVER**

Date: **04/06/2015**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE NETWORK, INCORPORATED, ITS SUCCESSORS AND ASSIGNS

By:



JANET L JONES, Assistant Secretary

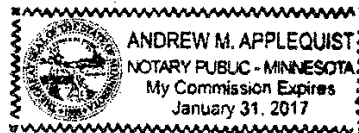
STATE OF MN
COUNTY OF Dakota } s.s.

On **04/06/2015**, before me **ANDREW M. APPLEQUIST**, Notary Public, personally appeared **JANET L JONES**, Assistant Secretary personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



ANDREW M. APPLEQUIST, Notary Public
Commission #: **31048010**
My Commission Expires: **01/31/2017**



- This is an important notice concerning your right to live in your home. Have it translated at once.
- Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificación inmediatamente.
- Este é um aviso importante em relação ao seu direito de morar na sua residência. Por favor, tem traduzido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- 这是一封关于您居住权的重要通知。请儘快安排翻译。

Right to Request a Modified Mortgage Loan

4/14/2015

Certified Mail and First Class Mail

NANCY L BOYER
2 DUFTON RD
ANDOVER, MA 01810-2716

RE: Your 2 DUFTON RD, ANDOVER, MA 01810; loan 106/1205940001 with Wells Fargo Bank, N.A. Written Customer Contact, P.O. Box 10335, Des Moines, IA 50306, 1-800-416-1472.

To NANCY L BOYER:

We are contacting you because our records indicate that you are eligible to request a modification of your mortgage with Wells Fargo.

If you want to request a loan modification or other foreclosure alternative option, you must complete and return the enclosed Mortgage Modification Options form along with any supporting information no later than 5/19/2015. The Mortgage Modification Options form and any supporting documents must be returned by certified mail or similar service to Wells Fargo. We will respond to your request within 30 days of its receipt.

Please be aware this notice of Right to Request a Modified Mortgage Loan is different from the Right to Cure Your Mortgage Default notice that you may have already received. *The enclosed Mortgage Modification Options form provides you with four choices. These choices impact the options under the Right to Cure Your Mortgage Default notice and should be carefully considered.* If you do not want to request a loan modification, you must still return the enclosed Mortgage Modification Options form. Please keep a copy of everything you send to us and keep proof of mailing the materials to us.

If you do not return the enclosed Mortgage Modification Options form by 5/19/2015 your right to cure your mortgage default will be reduced from 150 days to 90 days and your right to cure period would end on 7/18/2015.

If you have questions, please contact Wells Fargo at 1-800-416-1472 or MAC X9999-01N, 2701 Wells Fargo Way, Minneapolis, MN 55467-8000. If you would like assistance from the Attorney General's Office, you may contact the HomeCorps Hotline at 617-573-5333 to speak with a loan modification specialist who can assist you. We suggest you mention this notice when you call.

Sincerely,

Randy Bockenstedt, Senior Vice President

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

Enclosures:

- Mortgage Modification Options form
- Making Home Affordable Program Request for Mortgage Assistance Form or a Uniform Borrower Assistance Form (Fannie Mae/Freddie Mac Form 710)
- Required documents to complete for a loan modification

6. No Written Transfer at Foreclosure

- a. Vilanova: No Memorandum of Sale; Title to Property never transferred

VILANOVA: NO 'WRITING' FOR FORECLOSURE TITLE TRANSFER; FORECLOSURE VOID

The Vilanova memorandum of sale. The Memorandum of Sale is the document that is required at the end of every foreclosure by sale auction. It memorializes who purchased at the auction and the agreement under which the purchaser purchased. Where a foreclosing entity buys back the foreclosed property for itself, this Memorandum of Sale is the only document in writing transferring the interest as there will be no closing with closing documents.

By law going back to the 1673 enactment of the statute of frauds, no interest in real property can transfer without a document in writing to memorialize it. So, this is a legally required element for transfer of any interest in real property.

The Vilanova Memorandum of Sale states, in the fourth paragraph, that the property was situated at 5 Dale Street. However, the Vilanova home is at 6 Dale Street. The mortgage to which the Memorandum of Sale refers is said to be recorded in a book and on a page number in the Registry of Deeds records; at this citation there is no mortgage associated with Vilanova's 6 Dale Street home.

Further, on the signature page of the Memorandum of Sale, all of the purported signatures are obviously executed by the same party. That, of course, means that there was no transfer in interest in the property and it wasn't signed off on properly.

MEMORANDUM OF SALE

At the public auction held in accordance with the attached notice of sale, the premises described therein have been sold to the undersigned Purchaser for \$ 100,000.00 who has made the required deposit and hereby agrees to pay the balance to the holder of said mortgage (the "Mortgagee"), according to the terms of said notice and also agrees to accept the Mortgagee's deed conveying said premises (Massachusetts General Laws, Chapter 183, Appendix Form 11) according to the terms of said notice. The balance of the consideration shall be paid in cash, certified check or bank check within thirty (30) days of the date hereof at the offices of the Mortgagee's attorney, KEVIN M. DAVID, ESQUIRE, 271 Greenwood Street, P.O. Box 70505, Worcester, Massachusetts. The Mortgagee's deed shall be taken by the Purchaser and delivered by the Mortgagee at that time. The foregoing terms of payment and delivery may only be varied by mutual agreement of the Mortgagee and the Purchaser in writing.

The signing of this Memorandum of Sale and delivery of a copy of same to the Purchaser shall bind both Purchaser and Mortgagee. This Memorandum of Sale shall constitute the entire agreement of the parties hereto, subject, however, to the "Terms and Conditions of the Auction" as have been announced at the beginning of this sale, which Terms and Conditions are hereby incorporated by reference, subject to the above-referenced notice of sale.

Inaccuracy of the description of the premises as to bounds, area, buildings, taxes, encumbrances, and known and unknown defects SHALL NOT BE REASON FOR FAILURE ON THE PART OF THE PURCHASER TO COMPLETE THE SALE. The Purchaser will consider these premises as sufficiently described if such offering is indicated by number if that is the only description available at the time of this auction. Verbal qualification by the Mortgagee or Auctioneer or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE PURCHASER HAS EXAMINED TO HIS/HER SATISFACTION THE LISTED PREMISES.

The premises, as described in the mortgage recorded with the Worcester District Registry of Deeds in Book 39354, Page 185 situated at 5 Dale Street, Worcester, Worcester County, Massachusetts are sold subject to outstanding mortgages, restrictions, orders of conditions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, federal or state tax liens, other liens, or claims in the nature of liens and existing encumbrances of record created prior to the mortgage, if there be any, including, without limitation, those encumbrances and liens specifically set forth in the attached printed notice of sale; outstanding water bills, water liens and water taxes, if any; violations, if any, of the State Sanitary Code or any other Federal, State or local statute, public health rule, regulation or requirement; restrictions and rights of way insofar as same may be in force and effect; and rights of persons under the Service Members Civil Relief Act of 2003, as amended. Insurance premiums and rents, if any, shall be apportioned as of the date of the delivery of the deed.

The premises are sold in "as is" condition, subject to all known and unknown defects, with no representation or warranty of any kind including, without limitation, any warranty or representation as to construction, fitness for habitation or condition. The premises are sold subject to the present occupancy of the premises, if any.

The Purchaser shall be responsible for payment for any title search described by the Purchaser. The Purchaser shall be responsible and shall pay for all deed stamps and recording charges associated with this sale.

In the event the Mortgagee cannot convey title as stipulated or otherwise perform its obligations hereunder, the deposit shall be refunded and all rights hereunder shall cease and this agreement shall be null and void without recourse to any party hereto or to the Mortgagee or those acting on Mortgagee's behalf.

No personal property of any kind is included in this sale. Any work done upon the premises or entry into possession before this conveyance of the foreclosure deed, with or without permission of the Mortgagee, shall be at the sole risk of the Purchaser.

The sale is not complete until the successful bidder has executed this Memorandum of Sale and made the required deposit which shall be forfeited if he/she/it does not perform his/her/its part of all of the terms and conditions of sale set forth herein. Failure of the successful bidder to execute this Memorandum of Sale or to comply in any way with the provisions hereof shall constitute a default hereunder and shall entitle the Mortgagee to retain the deposit. In case of default and forfeiture, the deposit shall become the property of the Mortgagee and shall not be applied to the mortgage debt and such forfeiture shall not impair the right of the Mortgagee to seek further relief either at law or in equity. The Purchaser hereby guarantees performance of the amount bid and entered on this Memorandum of Sale; the Purchaser shall have no claim to any excess of the sale price over the amount bid.

Nicholas W. Moudios

A TRUE COPY, ATTEST:

Executed as a sealed instrument this 9th day of June, 2015

Sale Price \$ 100,000

Deposit Received \$ 5000

Balance Due \$ 95,000

[Signature]
Auctioneer

[Signature]
Purchaser

10:14 AM
6.9.2015

Social Security No./Federal Tax
I.D. No: _____

Address: 271 GREENWOOD ST

City/Town: WORCESTER, MASS

Phone: 508-671-5000

[Signature]
Mortgagee, Webster First Federal Credit Union

7. Auction Violations

- a. Norris: Power of attorney to represent bidder at auction executed months after the “foreclosure sale” proves no authorized purchaser at “foreclosure” auction.

NORRIS: NO AUTHORIZED BIDDER AT AUCTION SALE: VOID FORECLOSURE

The Norris materials also provide an example of void foreclosure because the foreclosing bank had no authorized bidder at the foreclosure auction to buy back as purchaser, the Norris home. In MAAPL's experience, this is emblematic of probably 90% of bank 'foreclosure' buy backs.

The Certificate of Entry is supposed to memorialize a completely separate form of foreclosure – the oldest, known as Foreclosure by Entry. In this, a mortgagee representative must step openly, peaceably, and unopposed onto the property; then, the foreclosing party must leave the homeowner in quiet possession of the property. If the homeowner does not pay off the mortgage by the end of three years after the Certificate of Entry is recorded, this forecloses the property. Typically, a Massachusetts foreclosure by auction sale is followed within minutes by the mortgagee's representative stepping on the property in a supposed Foreclosure by Entry. The Certificate of Entry must name the mortgagee's representative who "entered", naming two required witnesses, and must be notarized and recorded.

In Norris's case, you will see that one Joe Castellano supposedly made entry by stepping onto Norris's property. Given the numbers present, that means that he was the bank representative at the auction that same day, September 29, 2010. However, his authorization as bank representative at the purported foreclosure auction, demonstrated in the attached power of attorney, was executed nearly eight months later, on May 27, 2011. Thus there was no authorized representative at the auction from the bank as buyer from itself.

This is true in about 90% of the cases where the bank claims to have bought back. Note: This means that, for each supposed foreclosure by sale, if we had the Memorandum of Sale, (the only document in writing that is required by the so-called Statute of Frauds to convey an interest in real property), these Memoranda will show who signed on behalf of a purported bank that is buying back, so that the person's authority to sign on that date could be verified. Without such authority, literally, the interest in the supposedly foreclosed property was never transferred.

8. No Advertising of Foreclosure, Auction Not Legal

- a. Gordon: foreclosure ad was not published where claimed.
- b. Kamarauskaus: no legal auction advertisement; purchaser abandoned purchase.

GORDON: FAILURE OF NOTIFICATION REQUIREMENTS FOR AUCTION; FORECLOSURE VOID

Advertising Notice of Sale: in order to foreclose by sale in Massachusetts, the mortgagee must both mail a notice to the homeowner and publish a notice three times in a newspaper that is in general circulation in the local area. After the foreclosure by sale at the foreclosure auction, the 'Foreclosure Deed' recorded in the Registry of Deeds must include an attached 'affidavit' and a purported copy of the three newspaper ads. In Gordon's case, this 'affidavit' of sale swears, falsely, that the auction advertisement had been published three times in 2010 in the Boston Globe. (The other documents show that Gordon never received the auction sale notice, see elsewhere, below).

If this ad had run in the Globe, Gordon's elderly and disabled mother, who was basically home bound and read the Globe from cover to cover every day, would have seen it. This is triply so as it had to run three times, her mother would certainly have seen it, even if Gordon herself hadn't, and if no one whom Gordon knew had told her about it.

Years later in court, Gordon challenged the eviction action and actually obtained an affidavit from the Globe's librarian, swearing that no such notice had ever appeared in the Globe.

The Plaintiff Securitized Trust then admitted that this 'affidavit' was a complete lie, and apparently claimed that the notices had been published in the Boston Herald. The courts have unfortunately ignored that Gordon neither received her legally required notice in the mail, nor could she have learned of the scheduled foreclosure auction through publication. The courts have ignored as well that the 'affidavit' of sale recorded in the Registry of Deeds is a direct lie.

This erroneous 'affidavit' should have forced the Court to address the primary evidence showing the foreclosing bank's lack of jurisdiction and authority to foreclose. It would have changed the entire outcome in that case. Yet Gordon has been foreclosed, evicted, and, in fact, now sued: this is because only Gordon and the originator of the mortgage actually have title to this valuable property, given a gap in the purported chain of assignments of the mortgage.

We hope that this case is now going up to the Massachusetts Supreme Judicial Court (SJC). But one never knows what the SJC will be willing to take on.

EXHIBIT 1

AFFIDAVIT

I, Jimmy Yan, being the duly authorized EVP for The Huntington National Bank, as Trustee for Franklin Mortgage Asset Trust 2009-A, named in the foregoing deed, make oath and say that the principal, interest, and tax obligations mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale; and that I published on May 25, 2010, June 1, 2010, and June 8, 2010, in the Boston Globe, published in Massachusetts and by its cover page purporting to be published in Jamaica Plain and having a circulation therein, notice of which the following is a true copy;

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

I have also complied with Chapter 244, § 14 of the General Laws of Massachusetts as amended by mailing the required notices registered mail, return receipt requested.

Pursuant to said notice, on June 23, 2010, at 12:00 PM, at which time and place upon the mortgaged premises, The Huntington National Bank, as Trustee for Franklin Mortgage Asset Trust 2009-A sold the mortgaged premises at public auction by Sandra Monroe of Monroe Auction Group, a licensed auctioneer, to Franklin Mortgage Asset Trust 2009-A, for Two Hundred Thirty-Five Thousand Eight Hundred and 00/100 Dollars (\$235,800.00), being the highest bid made therefore at said auction.

The Huntington National Bank, as Trustee for Franklin Mortgage Asset Trust 2009-A, by Franklin Credit Management Corporation, its Attorney in Fact, *

Witness:

James Chylas

by:

its:

Jimmy Yan

**Executive Vice President
Managing Director
of Servicing and Recovery**

State of New Jersey
County of Hudson

ss.

* By Franklin Credit, its Attorney in

Signed and sworn to before me this 15 day of September 2010.

Fact by Power of Attorney
recorded herewith.

Notary Public

My Commission expires:

Delroy Ross

**Delroy Ross
Notary Public
Expires 1/11/2012
New Jersey**

* Corporate
Resolution recorded
herewith.

EXHIBIT "A"**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Steve Gayle and Heather Y. Gayle f/k/a Y. Heather Gordon to Tribeca Lending Corporation dated November 7, 2005, recorded with the Suffolk County Registry of Deeds in Book 3846, Page 287 of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 12:00 PM on June 23, 2010, on the mortgaged premises. The entire mortgaged premises, all and singular, the premises as described in said mortgage:

A certain parcel of land in said Boston, with the buildings thereon, situated and numbered three (3) on a private way known as Mendell Way (formerly known as three (3) Adams Circle), Jamaica Plain, in the West Roxbury District, Boston, shown as Lot three on a plan by E. L. Moulton, Surveyor, dated July 5, 1922, and recorded with Suffolk Deeds, Book 4385, Page 555, and bounded and described as follows: Southeastery by said Mendell Way, by a curved line, nine-teen and 87/100 (193.87) feet, and by a straight line, thirty-one and 55/100 (31.55) feet; Southwesterly by Lot 2 on said plan eighty-seven and 83/100 (87.83) feet; Northwesterly by land of the City of Boston, fifty (50) feet; and Northeasterly by land now or late of Adams, and by land now or late of Lina M. Krug, ninety-nine and 15/100 (99.15) feet; Containing according to said plan, 4,728 square feet of land, more or less; Together with a right of way over said private way now known as Mendell Way (shown on said plan as Adams Circle) for all purposes, and the right to lay gas pipes in said Mendell Way, and to use electric poles owned now or formerly by said Adams. For Mortgagee's title, see Deed from Sylvester Burnett and June Burnett dated June 25, 1992 and recorded in the Suffolk Registry of Deeds in Book 18115, Page 346.

Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable.

In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. This property has the address of 3 Mendell Way, Jamaica Plain, MA, 02130.

Together with all the Improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale.

Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cash-ier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cash-ier's or certified check will be due in thirty (30) days, at the of-fices of Doonan, Graves & Longoria, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915, time being of the essence.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date.

The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, DOONAN, GRAVES, & LONGORIA LLC, 100 Cummings Center, Suite 225D, Beverly, Massachusetts, 01915, the amount of the required deposit as set forth herein within three (3) business days after written notice of the default of the previous highest bidder and title shall be conveyed to the said second highest bidder within thirty (30) days of said written notice. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder.

The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DOONAN, GRAVES, & LONGORIA L.L.C. (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, thirty (30) days after the date of sale, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged.

Other terms to be announced at the sale.
Dated: May 19, 2010. The Huntington National Bank, as Trustee for Franklin Mortgage Asset Trust 2009-A, By: Reneau Longoria, Esq., DOONAN, GRAVES, & LONGORIA LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915, 978-921-2670, www.dganl.com (8910)46 / Gayle(05-25-10, 06-01-10, 06-08-10)(251636)

May 25, Jun 1, 8

When Recorded Return To:
Doonan, Graves, & Longoria, LLC
100 Cummings Center, Suite 225D
Beverly, MA 01915

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

HOUSING COURT
10H84SP004149

THE HUNTINGON NATIONAL BANK, as Trustee)
for FRANKLIN MORTGAGE ASSET TRUST 2009-A,)
Plaintiff)
)
vs.)
)
STEVE GAYLE <i>et al.</i> ,)
Defendants)
)

AFFIDAVIT OF LISA TUITE, HEAD OF LIBRARY AT THE BOSTON GLOBE

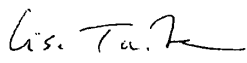
I, Lisa Tuite, Head of The Boston Globe Library, having been duly sworn, hereby depose and say as follows:

1. My name is Lisa Tuite. I have worked for The Boston Globe Library since 1979. My current title is Head of Library. The Library manages the Globe text and photo archives as well as provide background and factchecking for Boston Globe reporters and editors.

2. Inquiry was made seeking the "Legal Notices" that appeared in the Boston Globe for May 25, 2010, June 1, 2010, and June 8, 2010 editions of the newspaper.

Copies of the requested pages are attached hereto as Exhibit "A".

SIGNED UNDER THE PENALTIES OF PERJURY THIS 12th DAY OF NOVEMBER, 2015.



Lisa Tuite
Head of Boston Globe Library

Hub TV stations banking on female meteorologists

► METEOROLOGISTS

Continued from Page B5
their morning shows because they may potentially draw more female viewers. He noted that women generally outnumber men among morning news viewers, especially in the coveted demographic of 25- to 54-year-olds. "It speaks to who they are after in the mornings," he said.

But analysts say the morning makeover also reflects a national trend of more women studying atmospheric sciences, a field that has long been dominated by men in broadcasting.

According to the American Meteorological Society, in 2005 about 20 percent of meteorologists nationally were women, up from 10 percent in 1965. And in 2008, women forecasters were about 22 percent, up from 19 percent in 1999, according to the Radio Television Digital News Association.

"What is happening in Boston is something that is happening across the country," said Betsy Kling, weeknight meteorologist in Cleveland. "Men still outnumber women when it comes to television meteorology, but more and more women are taking high visibility jobs and breaking the proverbial glass ceiling."

TV officials say they simply hired the best candidates for the jobs. "We found the best person that we could and that was Dylan," said Chris Wayland, general manager at WHDH adding that "her appeal is to both men and women but certainly she has a strong appeal to female viewers."

Bill Fine, president and general manager of WCVB-TV Channel 5, said the local increase in the number of women meteorologists also reflects how more women are entering the TV news business.

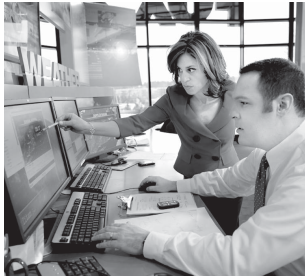
"There are more women rising in the profession," said Fine. "Here it's not a gender decision but a journalistic decision. A good meteorologist is a good meteorologist."

In some cases, the shuffling of personalities allowed managers to bring new talent to the mornings. Last March, WZLX-TV Channel 4 officials moved morning meteorologist Todd Gutner to evenings and replaced him with Boston newcomer Melissa Mack. At NBCN this year, officials shifted morning meteorologist Matt



DAVID L. KRAIG/GLOBE STAFF

Dylan Dreyer, Channel 7's lead meteorologist in the mornings. At right, Cindy Fitzgibbon with weekend meteorologist A.J. Burnett at Channel 25.



Noyes to weeknights and elevated Danielle Niles to lead mornings.

Mack and Niles join J.C. Monahan of WCVB, who has also filled in as guest meteorologist on ABC's "Good Morning America" show. And there's WPXT-TV Channel 25's Cindy Fitzgibbon, who was promoted to morning meteorologist in 2003 when the station launched its morning show. Fitzgibbon was the only female morning meteorologist then.

"It's nice to see now more females being involved in the sciences and the industry in general," she said.

Some of these meteorologists and professors say that today's audiences are more willing to accept forecasts by them because of their science background. While there has always been a tradition of women presenting weather on television, very few had years of meteorology training.

"Meteorology degree programs across the country now have a little over 40 percent of majors being female," said Keith Seitter, executive director of the Boston-based American Meteorological Society, which promotes atmospheric and related sciences.

Frank Colby, a meteorology professor at the University of Massachusetts Lowell, said, "What we are seeing is a trend toward women scientists," he said.

"To be a meteorologist, you need to be able to do math and science and this is like calculus and differential equations and apply it to the atmosphere and make sense out of it."

One of his 2006 graduates: Niles of NBCN.

Growing up in Weymouth, she remembers watching Mish Michaels, who was the only female Boston TV meteorologist when she arrived at WHDH in 1992. Michaels held various meteorologist roles at WHDH, The Weather Channel, and WZLX before leaving to spend more time with her young daughter.

"She was the kind of female meteorologist I looked up to," recalled Niles. "New England has very little place of weather that you can imagine and it always made question, why does that happen?"

For Dreyer, a similar interest in math and science led her to Rutgers University, where she graduated with a bachelor's degree in meteorology in 2003.

Dreyer worked as a meteorologist in Erie, Pa., and then Providence before landing at WHDH in 2007. She arrives at the station as early as 4 a.m. to assemble her forecasts.

"You have to know what you are talking about to be liked in Boston," she said.

Johnny Diaz can be reached at jdzia@boston.com.

Ailing Worcester airport seeks niche

► AIRPORT

Continued from Page B5

354,000 passengers. In 2009, however, fewer than 50,000 people passed through the airport.

Massport would like to attract more airlines, but the authority's initial effort will be to promote general aviation, Davis said — namely providing services for corporate jets and planes carrying sports teams.

"I think a lot of the focus is on trying to put this airport on the map," he said.

With four major airports within about an hour's drive of Worcester — in Boston, Windsor Locks, Conn., Manchester, N.H., and Warwick, R.I. — passengers have plenty of options. But there are about a million people who live closer to the Worcester airport than to any other, said Tim DeSantis, a former cochairman of the Worcester Regional Airport Commission.



DAVID BUTLER/GLOBE STAFF

"It's a very much underutilized facility," he said, adding that, with Massport's ownership, the airport will be in better hands. "The city has no business trying to run an airport."

And though demand for air travel dropped, it is starting to creep back up and is expected to keep rising.

"One thing people don't real-

ize, is certainly in New England, there will never be another airport built," DeSantis said. "We are not going to go into a densely populated area and claim a couple hundred acres of land and air it to build an airport."

Katie Johnston Chase can be reached at kjohnston@boston.com.

Protobrand's Top 25 list

1 ESPN	6 L.L. Bean	11 Duracell	16 Ethan Allen	21 Timberland
2 GE	7 Bose	12 Fidelity Investments	17 Cole Haan	22 Yankee Candle
3 Dunkin' Donuts	8 Samuel Adams	13 Xerox	18 Monster.com	23 WWE
4 Subway	9 Ocean Spray	14 CVS/Pharmacy	19 Welch's	24 The Hartford
5 Ben & Jerry's	10 Staples	15 New Balance	20 Tobatts	25 Timex

America runs on more than Dunkin'

► BRANDS

Continued from Page B5

iconoclasts that strive to be different in everything they do. Reebok, sport trying to be Nike, Adidas, and Puma."

Reebok declined to comment.

"Throughout our more than 100 years of business, New Balance has proudly maintained the same core principles of superior customer service, a strong commitment to domestic manufacturing, and leadership in product fit, quality and performance," said New Balance's chief executive, Rob De-

Martini.

Coming in at number three, Dunkin' Donuts, the Clio campaign and doughnut chain, was also recognized as a "crown jewel" of New England.

"The positioning for Dunkin' is based on very deep insights into consumer behavior. The 'America Runs on Dunkin' campaign has proven to resonate across its core target by tapping into a daily ritual in people's lives," Robbins said. "As the brand expands geographically, we believe it will rise to the top of the Protobrand 25."

Dunkin's chief marketing officer, John Costello, said its selection is a tribute to the franchisees who help to make Dunkin' a daily ritual for millions of people.

As for not getting the top slot? "We salute ESPN for its number one ranking," Costello said. "As New Englanders, we admit that if there is anything locals are more passionate about than Dunkin' Donuts coffee, it's sports."

Jenn Abelson can be reached at abelson@boston.com.

LEGAL NOTICES

The Commonwealth of Massachusetts
DEPARTMENT OF PUBLIC UTILITIES
NOTICE OF PUBLIC HEARING
D.P.U. 10-52
Notice of the State Gas Company for approval by the Department of Public Utilities of its proposed General Rate Adjustment (G.R.A.) for the period November 1, 2010.

By State G.P.U. 10-52, the State Gas Company (SGC) proposes to increase its rates for gas service to residential customers by 10.5 percent for the period November 1, 2010. The proposed rates are based on the rates in effect for the period November 1, 2009. The proposed rates are based on the rates in effect for the period November 1, 2009. The proposed rates are based on the rates in effect for the period November 1, 2009.

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LEGAL NOTICES

The Commonwealth of Massachusetts
DEPARTMENT OF PUBLIC UTILITIES
NOTICE OF PUBLIC HEARING
D.P.U. 10-52
Notice of the State Gas Company for approval by the Department of Public Utilities of its proposed General Rate Adjustment (G.R.A.) for the period November 1, 2010.

By State G.P.U. 10-52, the State Gas Company (SGC) proposes to increase its rates for gas service to residential customers by 10.5 percent for the period November 1, 2010. The proposed rates are based on the rates in effect for the period November 1, 2009. The proposed rates are based on the rates in effect for the period November 1, 2009. The proposed rates are based on the rates in effect for the period November 1, 2009.

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The Careers Section of The Boston Sunday Globe

Boston's Best Jobs

The Careers Section of The Boston Sunday Globe

The Boston Globe

KAMARAUSKAS: NO LEGAL AUCTION ADVERTISEMENT; PURCHASER ABANDONED PURCHASE

The attached information shows that Kamarauskas' foreclosure sale was scheduled (see notification), but the public notice was published in a newspaper not in circulation in her area. She lives in Clinton. The newspaper used was in the Gardner area of Massachusetts with absolutely no overlap in circulation. She was lucky enough to be involved with the Worcester Anti Foreclosure Team at the time and thus learned about her rights. She never received that notice of the sale that was sent to her.

Kamarauskas actually worked at the local newspaper in the ads subscription section and therefore knew that nothing had been run in her paper. She located the paper that it had been run in. When the third party purchaser who had been the highest bidder at the auction contacted her, she was able to dissuade him from wanting to go forward with closing on the sale because of the clear violation in the notification requirements: publication of the notice in the wrong newspaper. He backed out. The foreclosure sale was never therefore consummated.

Kamarauskas is still in her home.

HARMON LAW OFFICES, P.C.

150 CALIFORNIA STREET
NEWTON, MASSACHUSETTS 02458
TEL (617) 558-0500
FAX (617) 244-7304

SERVING MASSACHUSETTS, NEW HAMPSHIRE AND RHODE ISLAND

September 2, 2011

Ms. Ann Kamarauskas
54 Haskell Avenue, Apartment 1
Clinton, MA 01510

NOTICE OF MORTGAGE FORECLOSURE SALE

Re: The Bank of New York Mellon as the Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2005-84, Mortgage Pass-Through Certificates, Series 2005-84 / Gonzalez, Barbara/Kamarauskas, Ann

Pursuant to Massachusetts General Laws, Chapter 244, Section 14, as amended, enclosed is a copy of the Notice of Mortgagee's Sale of Real Estate. Also enclosed is a Deficiency Notice.

This notice is provided to you because an examination of the record title shows that you held an interest of record in the property thirty (30) days prior to the sale.

If you want to reinstate or payoff the mortgage, you may order a reinstatement or payoff 24 hours a day on-line by going to www.hlorcinstatement.com or to www.hlopayoff.com. Please follow the instructions contained on the web page. Please note that only requests made by owners, borrowers, mortgagors and authorized parties will be processed. You may also contact us during business hours to request a reinstatement or payoff by calling (617) 558-0598. When completing the on-line form or when calling our office, please reference your Case Number 200910-1626, so that we may process your request more quickly.

Our experience has shown us that you are likely to benefit if you allow qualified bidders at the foreclosure sale to enter and inspect the premises. This may result in a higher purchase price. If you are willing to allow qualified bidders to enter and inspect the premises, please be present at the time of the foreclosure sale.

The Bank of New York Mellon as the Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2005-84, Mortgage Pass-Through Certificates, Series 2005-84
Present holder of mortgage
By its Attorney,

Harmon Law Offices, P.C.

MMD/JAN/200910-1626/Enclosure

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Certified Article Number

7160 3901 9649 0369 8223

SENDERS RECORD

**PLEASE BE ADVISED THAT THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND
THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

200910-1626

FCL

Notice of Sale to
Mortgagor/Owners Defic Ltr
Defic/Gonzalez,
Barbara/Kamarauskas, Ann

HARMON LAW OFFICES, P.C.

150 CALIFORNIA STREET
NEWTON, MASSACHUSETTS 02458
TEL (617) 558-0500
FAX (617) 244-7304

SERVING MASSACHUSETTS, NEW HAMPSHIRE AND RHODE ISLAND

September 2, 2011

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE AND OF
DEFICIENCY AFTER FORECLOSURE OF MORTGAGE**

To: Ms. Ann Kamarauskas
54 Haskell Avenue, Apartment 1
Clinton, MA 01510

You are hereby notified, in accordance with the statute, of the intention of The Bank of New York Mellon as the Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2005-84, Mortgage Pass-Through Certificates, Series 2005-84, on or after October 3, 2011, to foreclose by sale under power of sale for breach of conditions, the mortgage held by it on property situated at 54 Haskell Avenue, Clinton, Massachusetts, said mortgage dated November 17, 2005, and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 37876, Page 35, said mortgage given to secure a note signed by you, for the whole or part of which you may be liable to The Bank of New York Mellon as the Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2005-84, Mortgage Pass-Through Certificates, Series 2005-84 in case of a deficiency in the proceeds of the foreclosure sale.

No deficiency after the foreclosure sale may be pursued if you have obtained or will obtain a Chapter 7 bankruptcy discharge that covers your obligation under the note secured by the mortgage referred to above. No efforts to collect any deficiency may be undertaken without bankruptcy court approval while a bankruptcy proceeding is pending.

The Bank of New York Mellon as the Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2005-84, Mortgage Pass-Through Certificates, Series 2005-84
By its attorney,

Harmon Law Offices, P.C.

MMD/200910-1626

CERTIFIED MAIL NO.
RETURN RECEIPT REQUESTED

**PLEASE BE ADVISED THAT THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND
THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Barbara Gonzalez and Ann Kamarauskas to Mortgage Electronic Registration Systems, Inc., dated November 17, 2005 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 37876, Page 35, of which mortgage The Bank of New York Mellon as the Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2005-84, Mortgage Pass-Through Certificates, Series 2005-84 is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 p.m. on October 3, 2011, on the mortgaged premises located at 54 Haskell Avenue, Clinton, Worcester County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

Certain real estate situated in Clinton (54 Haskell Avenue) in the county of Worcester bounded and described as follows:

BEGINNING At a stone monument on the northerly side of Haskell Avenue, the southwest corner of the land and a corner of land formerly of one Noyes;

THENCE by said Haskell Avenue South 62 degrees 37' East about seventy five (75) feet to a monument at land formerly of Swenscoe;

THENCE by said Swenscoe land North 27 degrees 23' East about one hundred fifty (150) feet to a monument;

THENCE by other land of Swenscoe North 62 degrees 37' West about seventy-five (75) feet to a bound at land formerly of Houghton;

THENCE by said Houghton land and said Noyes land South 27 degrees 23' West about one hundred fifty (150) feet to the first mentioned bound.

For mortgagors' title see deed recorded with Worcester County (Worcester District) Registry of Deeds in Book 4956, Page 368. See also Worcester Probate Docket Number 91PO367E1

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required

to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

THE BANK OF NEW YORK MELLON AS THE
TRUSTEE FOR THE CERTIFICATEHOLDERS
CWALT, INC. ALTERNATIVE LOAN TRUST 2005-
84, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-84
Present holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(617) 558-0500
200910-1626 - GRN