

# SUPREME JUDICIAL COURT

THE COMMONWEALTH OF MASSACHUSETTS

DOCKET No. SJC-12859

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BANK OF NEW YORK MELLON,  
PLAINTIFFS-APPELLANT,

v.

Alton King Jr. and Terri A. Mayes-King,  
DEFENDANTS-APPELLEES.

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AMICUS IN SUPPORT OF APPELLEE'S RECONSIDERATION

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## AMICI BRIEF

DAWN R. DUNCAN, AMICUS CURIAE  
67 ADAMS STREET  
LYNN, MA 01902

ZAKIYA ALAKE, AMICUS CURIAE  
16 DOWNER COURT #B  
DORCHESTER, MA 02122

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JULY 00, 2020

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Return To:  
COMMUNITY LENDING, INCORPORATED  
P.O. BOX 2080  
MORGAN HILL, CALIFORNIA 95038  
Loan Number: 1000109390

Prepared By:  
P.O. BOX 700  
MORGAN HILL CA 95038-700

[Space Above This Line For Recording Data]

DOC ID #:

**MORTGAGE**

MIN 1000285-1000109390-9

THIS MORTGAGE is made this 8th day of AUGUST, 2006, between the Mortgagor  
TERRI A. MAYES-KING, AND ALTON KING JR., WIFE AND HUSBAND.

(herein "Borrower"), and the Mortgagee, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. COMMUNITY LENDING INCORPORATED, A CALIFORNIA CORPORATION ("Lender") is organized and existing under the laws of CALIFORNIA, and has an address of 610 JARVIS DRIVE, SUITE 200, MORGAN HILL, CALIFORNIA 95037

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 411,000.00, which indebtedness is evidenced by Borrower's note dated AUGUST 8, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on SEPTEMBER 1, 2021;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of HAMPDEN State of Massachusetts:

See Exhibit "A" attached hereto and made a part hereof.  
A.P.N.: MAP 503, BLOCK 9, LOT 43

BALLOON RIDER ATTACHED HERETO AND PART OF.  
THIS SECURITY INSTRUMENT IS SUBORDINATE TO AN EXISTING FIRST LIEN(S) OF RECORD.

which has the address of

49 MEMERY LANE

LONGMEADOW  
[City]

, Massachusetts

[Street]

01106

[ZIP Code]

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

MASSACHUSETTS - SECOND MORTGAGE - 1/80 - FHLMC UNIFORM INSTRUMENT WITH MERS

dmk  
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Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required 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 Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

*Initials:*

**19. Assignment of Rents; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs of recordation, if any.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage under Seal.

TERRI A. MAYES-KING (Seal)  
TERRI A. MAYES-KING -Borrower

ALTON KING, JR. (Seal)  
ALTON KING, JR. -Borrower

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

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

(Sign Original Only)

The Note secured by the Mortgage has:  
a Principal Sum of \$411,000.00 a Period of Loan of 180 MONTHS  
a Rate of Interest of 10.125 % Periodic Due Dates of MONTHLY

COMMONWEALTH OF MASSACHUSETTS, Hampden County ss:

On this 8th day of August, 2006, \_\_\_\_\_, before me, the undersigned notary public, personally appeared TERRI A. MAYES-KING and Alton King, Jr.

proved to me through satisfactory evidence of identification, which was/were MA Driver's License, to be the person(s) whose name is/are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

My Commission Expires:  
(Seal) November 30, 2012

Peter G. Barrett  
Notary Public  
Peter G. Barrett



PETER G. BARRETT  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 30, 2012

SUP 6

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

Loan Number: 1000109390

## BALLOON RIDER

THIS BALLOON RIDER is made this 8th day of AUGUST 2006, 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 Note (the "Note") to COMMUNITY LENDING, INCORPORATED, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

49 MEMERY LANE, LONGMEADOW, MASSACHUSETTS 01106  
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

**THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.**

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

TERRI A. MAYES-KING 8-8-2006  
Borrower TERRI A. MAYES-KING Date

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

Alton King, Jr. 8-8-2006  
Borrower Alton King, Jr. Date

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

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

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

## EXHIBIT A

Certain real estate situated in Longmeadow, Hampden County, Massachusetts, being known and designated as Lot No. eighteen (18) as shown on a plan of lots recorded with Hampden County Registry of Deeds in Book of Plans 309, Page 128; said lot being more particularly bounded and described as follows:

SOUTHEASTERLY,  
SOUTHERLY and  
SOUTHWESTERLY

by Memery Lane, one hundred (100) feet;

SOUTHEASTERLY

by Lot No. nineteen (19) as shown on said plan, two hundred forty and 76/100 (240.76) feet.

NORTHERLY

by land now or formerly of William Realty trust, a total distance of four hundred forty-three and 92/100 (443.92) feet; and

SOUTHWESTERLY

by Lot No. seventeen (17) as shown on said plan, two hundred forty-eight and 17/100 (248.17).

Subject to Restrictive Covenant in favor of Department of Environmental Planning restricting wetland alteration under instrument dated October 9, 1995 and recorded in the Hampden County Registry of Deeds in Book 9296, page 359.

Subject to Order of Conditions under Wetland Protection Act by Longmeadow Conservation Commission dated September 26, 1995 and recorded as aforesaid in Book 9269, Page 154.

Subject to Declaration of Maintenance Covenant dated November 3, 1989 and recorded as aforesaid in Book 7505, Page 266, as amended by instrument dated December 28, 1992 and recorded as aforesaid in Book 8301, Page 422.

Subject to easement granted to New England Telephone and Telegraph Company and Western Massachusetts Electric Company under instrument dated January 23, 1996 and recorded as aforesaid in book 9373, Page 471.

Subject to fence easement rights granted to Longmeadow Mall Limited Partnership under instrument dated September 14, 1998 and recorded as aforesaid in Book 10473, page 403.

Being the same premises conveyed to the grantors herein by deed dated January 2, 2003 and recorded in the Hampden County Registry of Deeds in Book 12845, Page 5.

DONALD E. ASHE, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS  
WESTFIELD SATELLITE OFFICE

Auto Loan Summary

\$3,216.40

Monthly Payment

\$1,157,902

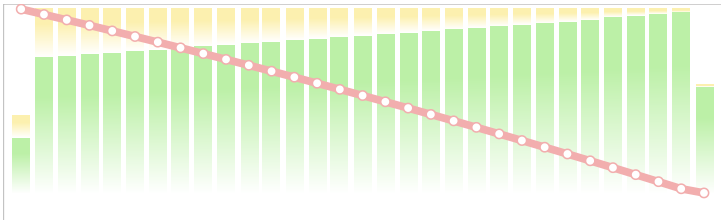
Total of 360 Payments

\$157,902

Total Interest Paid

Jul, 2050

Pay-off Date



Auto Loan Amortization Schedule

Date	Interest	Principal	Balance
Aug, 2020	\$833	\$2,383	\$997,617
Sep, 2020	\$831	\$2,385	\$995,232
Oct, 2020	\$829	\$2,387	\$992,845
Nov, 2020	\$827	\$2,389	\$990,456
Dec, 2020	\$825	\$2,391	\$988,065
2020	\$4,147	\$11,935	\$988,065
Jan, 2021	\$823	\$2,393	\$985,672
Feb, 2021	\$821	\$2,395	\$983,277
Mar, 2021	\$819	\$2,397	\$980,880
Apr, 2021	\$817	\$2,399	\$978,481
May, 2021	\$815	\$2,401	\$976,080
Jun, 2021	\$813	\$2,403	\$973,677
Jul, 2021	\$811	\$2,405	\$971,272
Aug, 2021	\$809	\$2,407	\$968,865
Sep, 2021	\$807	\$2,409	\$966,456
Oct, 2021	\$805	\$2,411	\$964,045
Nov, 2021	\$803	\$2,413	\$961,632
Dec, 2021	\$801	\$2,415	\$959,217
2021	\$9,749	\$28,848	\$959,217
Jan, 2022	\$799	\$2,417	\$956,800
Feb, 2022	\$797	\$2,419	\$954,381
Mar, 2022	\$795	\$2,421	\$951,960
Apr, 2022	\$793	\$2,423	\$949,536
May, 2022	\$791	\$2,425	\$947,111
Jun, 2022	\$789	\$2,427	\$944,684
Jul, 2022	\$787	\$2,429	\$942,255
Aug, 2022	\$785	\$2,431	\$939,824
Sep, 2022	\$783	\$2,433	\$937,391
Oct, 2022	\$781	\$2,435	\$934,955
Nov, 2022	\$779	\$2,437	\$932,518
Dec, 2022	\$777	\$2,439	\$930,079
2022	\$9,459	\$29,138	\$930,079
Jan, 2023	\$775	\$2,441	\$927,638
Feb, 2023	\$773	\$2,443	\$925,194

Amortization Calc		\$ 1,000,000		Term	30	year: ▾	% 1	Aug ▾	2020 ▾	Calculate
Apr, 2023	\$769	\$2,447		\$920,301						
May, 2023	\$767	\$2,449		\$917,852						
Jun, 2023	\$765	\$2,452		\$915,400						
Jul, 2023	\$763	\$2,454		\$912,947						
Aug, 2023	\$761	\$2,456		\$910,491						
Sep, 2023	\$759	\$2,458		\$908,034						
Oct, 2023	\$757	\$2,460		\$905,574						
Nov, 2023	\$755	\$2,462		\$903,112						
Dec, 2023	\$753	\$2,464		\$900,648						
2023	\$9,166	\$29,431		\$900,648						
Jan, 2024	\$751	\$2,466		\$898,182						
Feb, 2024	\$748	\$2,468		\$895,714						
Mar, 2024	\$746	\$2,470		\$893,245						
Apr, 2024	\$744	\$2,472		\$890,772						
May, 2024	\$742	\$2,474		\$888,298						
Jun, 2024	\$740	\$2,476		\$885,822						
Jul, 2024	\$738	\$2,478		\$883,344						
Aug, 2024	\$736	\$2,480		\$880,864						
Sep, 2024	\$734	\$2,482		\$878,381						
Oct, 2024	\$732	\$2,484		\$875,897						
Nov, 2024	\$730	\$2,486		\$873,411						
Dec, 2024	\$728	\$2,489		\$870,922						
2024	\$8,870	\$29,726		\$870,922						
Jan, 2025	\$726	\$2,491		\$868,431						
Feb, 2025	\$724	\$2,493		\$865,939						
Mar, 2025	\$722	\$2,495		\$863,444						
Apr, 2025	\$720	\$2,497		\$860,947						
May, 2025	\$717	\$2,499		\$858,448						
Jun, 2025	\$715	\$2,501		\$855,947						
Jul, 2025	\$713	\$2,503		\$853,444						
Aug, 2025	\$711	\$2,505		\$850,939						
Sep, 2025	\$709	\$2,507		\$848,431						
Oct, 2025	\$707	\$2,509		\$845,922						
Nov, 2025	\$705	\$2,511		\$843,411						
Dec, 2025	\$703	\$2,514		\$840,897						
2025	\$8,572	\$30,025		\$840,897						
Jan, 2026	\$701	\$2,516		\$838,381						
Feb, 2026	\$699	\$2,518		\$835,864						
Mar, 2026	\$697	\$2,520		\$833,344						
Apr, 2026	\$694	\$2,522		\$830,822						
May, 2026	\$692	\$2,524		\$828,298						
Jun, 2026	\$690	\$2,526		\$825,772						
Jul, 2026	\$688	\$2,528		\$823,243						
Aug, 2026	\$686	\$2,530		\$820,713						
Sep, 2026	\$684	\$2,532		\$818,181						

Amortization Calc		\$ 1,000,000		Term	30	year: ▾	% 1	Aug ▾	2020 ▾	Calculate
Nov, 2026	\$680	\$2,537	\$813,109							
Dec, 2026	\$678	\$2,539	\$810,571							
2026	\$8,270	\$30,327	\$810,571							
Jan, 2027	\$675	\$2,541	\$808,030							
Feb, 2027	\$673	\$2,543	\$805,487							
Mar, 2027	\$671	\$2,545	\$802,941							
Apr, 2027	\$669	\$2,547	\$800,394							
May, 2027	\$667	\$2,549	\$797,845							
Jun, 2027	\$665	\$2,552	\$795,293							
Jul, 2027	\$663	\$2,554	\$792,740							
Aug, 2027	\$661	\$2,556	\$790,184							
Sep, 2027	\$658	\$2,558	\$787,626							
Oct, 2027	\$656	\$2,560	\$785,066							
Nov, 2027	\$654	\$2,562	\$782,504							
Dec, 2027	\$652	\$2,564	\$779,939							
2027	\$7,966	\$30,631	\$779,939							
Jan, 2028	\$650	\$2,566	\$777,373							
Feb, 2028	\$648	\$2,569	\$774,804							
Mar, 2028	\$646	\$2,571	\$772,234							
Apr, 2028	\$644	\$2,573	\$769,661							
May, 2028	\$641	\$2,575	\$767,086							
Jun, 2028	\$639	\$2,577	\$764,509							
Jul, 2028	\$637	\$2,579	\$761,929							
Aug, 2028	\$635	\$2,581	\$759,348							
Sep, 2028	\$633	\$2,584	\$756,764							
Oct, 2028	\$631	\$2,586	\$754,179							
Nov, 2028	\$628	\$2,588	\$751,591							
Dec, 2028	\$626	\$2,590	\$749,001							
2028	\$7,658	\$30,939	\$749,001							
Jan, 2029	\$624	\$2,592	\$746,408							
Feb, 2029	\$622	\$2,594	\$743,814							
Mar, 2029	\$620	\$2,597	\$741,217							
Apr, 2029	\$618	\$2,599	\$738,619							
May, 2029	\$616	\$2,601	\$736,018							
Jun, 2029	\$613	\$2,603	\$733,415							
Jul, 2029	\$611	\$2,605	\$730,809							
Aug, 2029	\$609	\$2,607	\$728,202							
Sep, 2029	\$607	\$2,610	\$725,593							
Oct, 2029	\$605	\$2,612	\$722,981							
Nov, 2029	\$602	\$2,614	\$720,367							
Dec, 2029	\$600	\$2,616	\$717,751							
2029	\$7,347	\$31,250	\$717,751							
Jan, 2030	\$598	\$2,618	\$715,133							
Feb, 2030	\$596	\$2,620	\$712,512							
Mar, 2030	\$594	\$2,623	\$709,889							

Amortization Calc		\$	1,000,000	Term	30	year: ▾	%	1	Aug ▾	2020 ▾	Calculate	
May, 2030	\$589						\$2,627					\$704,638
Jun, 2030	\$587						\$2,629					\$702,008
Jul, 2030	\$585						\$2,631					\$699,377
Aug, 2030	\$583						\$2,634					\$696,743
Sep, 2030	\$581						\$2,636					\$694,108
Oct, 2030	\$578						\$2,638					\$691,470
Nov, 2030	\$576						\$2,640					\$688,830
Dec, 2030	\$574						\$2,642					\$686,187
2030	\$7,033						\$31,564					\$686,187
Jan, 2031	\$572						\$2,645					\$683,543
Feb, 2031	\$570						\$2,647					\$680,896
Mar, 2031	\$567						\$2,649					\$678,247
Apr, 2031	\$565						\$2,651					\$675,596
May, 2031	\$563						\$2,653					\$672,942
Jun, 2031	\$561						\$2,656					\$670,287
Jul, 2031	\$559						\$2,658					\$667,629
Aug, 2031	\$556						\$2,660					\$664,969
Sep, 2031	\$554						\$2,662					\$662,307
Oct, 2031	\$552						\$2,664					\$659,642
Nov, 2031	\$550						\$2,667					\$656,975
Dec, 2031	\$547						\$2,669					\$654,306
2031	\$6,716						\$31,881					\$654,306
Jan, 2032	\$545						\$2,671					\$651,635
Feb, 2032	\$543						\$2,673					\$648,962
Mar, 2032	\$541						\$2,676					\$646,286
Apr, 2032	\$539						\$2,678					\$643,609
May, 2032	\$536						\$2,680					\$640,928
Jun, 2032	\$534						\$2,682					\$638,246
Jul, 2032	\$532						\$2,685					\$635,562
Aug, 2032	\$530						\$2,687					\$632,875
Sep, 2032	\$527						\$2,689					\$630,186
Oct, 2032	\$525						\$2,691					\$627,495
Nov, 2032	\$523						\$2,693					\$624,801
Dec, 2032	\$521						\$2,696					\$622,105
2032	\$6,396						\$32,201					\$622,105
Jan, 2033	\$518						\$2,698					\$619,407
Feb, 2033	\$516						\$2,700					\$616,707
Mar, 2033	\$514						\$2,702					\$614,005
Apr, 2033	\$512						\$2,705					\$611,300
May, 2033	\$509						\$2,707					\$608,593
Jun, 2033	\$507						\$2,709					\$605,884
Jul, 2033	\$505						\$2,711					\$603,172
Aug, 2033	\$503						\$2,714					\$600,459
Sep, 2033	\$500						\$2,716					\$597,743
Oct, 2033	\$498						\$2,718					\$595,024

Amortization Calc		\$ 1,000,000		Term	30	year: ▾	% 1	Aug ▾	2020 ▾	Calculate
Dec, 2033	\$494	\$2,723	\$589,581							
2033	\$6,072	\$32,524	\$589,581							
Jan, 2034	\$491	\$2,725	\$586,856							
Feb, 2034	\$489	\$2,727	\$584,129							
Mar, 2034	\$487	\$2,730	\$581,399							
Apr, 2034	\$484	\$2,732	\$578,667							
May, 2034	\$482	\$2,734	\$575,933							
Jun, 2034	\$480	\$2,736	\$573,196							
Jul, 2034	\$478	\$2,739	\$570,458							
Aug, 2034	\$475	\$2,741	\$567,717							
Sep, 2034	\$473	\$2,743	\$564,973							
Oct, 2034	\$471	\$2,746	\$562,228							
Nov, 2034	\$469	\$2,748	\$559,480							
Dec, 2034	\$466	\$2,750	\$556,730							
2034	\$5,746	\$32,851	\$556,730							
Jan, 2035	\$464	\$2,752	\$553,977							
Feb, 2035	\$462	\$2,755	\$551,223							
Mar, 2035	\$459	\$2,757	\$548,465							
Apr, 2035	\$457	\$2,759	\$545,706							
May, 2035	\$455	\$2,762	\$542,945							
Jun, 2035	\$452	\$2,764	\$540,181							
Jul, 2035	\$450	\$2,766	\$537,414							
Aug, 2035	\$448	\$2,769	\$534,646							
Sep, 2035	\$446	\$2,771	\$531,875							
Oct, 2035	\$443	\$2,773	\$529,102							
Nov, 2035	\$441	\$2,775	\$526,326							
Dec, 2035	\$439	\$2,778	\$523,548							
2035	\$5,415	\$33,181	\$523,548							
Jan, 2036	\$436	\$2,780	\$520,768							
Feb, 2036	\$434	\$2,782	\$517,986							
Mar, 2036	\$432	\$2,785	\$515,201							
Apr, 2036	\$429	\$2,787	\$512,414							
May, 2036	\$427	\$2,789	\$509,625							
Jun, 2036	\$425	\$2,792	\$506,833							
Jul, 2036	\$422	\$2,794	\$504,039							
Aug, 2036	\$420	\$2,796	\$501,243							
Sep, 2036	\$418	\$2,799	\$498,444							
Oct, 2036	\$415	\$2,801	\$495,643							
Nov, 2036	\$413	\$2,803	\$492,840							
Dec, 2036	\$411	\$2,806	\$490,034							
2036	\$5,082	\$33,515	\$490,034							
Jan, 2037	\$408	\$2,808	\$487,226							
Feb, 2037	\$406	\$2,810	\$484,415							
Mar, 2037	\$404	\$2,813	\$481,603							
Apr, 2037	\$401	\$2,815	\$478,788							

Amortization Calc		\$ 1,000,000		Term	30	year: ▾	% 1	Aug ▾	2020 ▾	Calculate
Jun, 2037	\$397	\$2,820	\$473,151							
Jul, 2037	\$394	\$2,822	\$470,328							
Aug, 2037	\$392	\$2,824	\$467,504							
Sep, 2037	\$390	\$2,827	\$464,677							
Oct, 2037	\$387	\$2,829	\$461,848							
Nov, 2037	\$385	\$2,832	\$459,016							
Dec, 2037	\$383	\$2,834	\$456,183							
2037	\$4,745	\$33,851	\$456,183							
Jan, 2038	\$380	\$2,836	\$453,346							
Feb, 2038	\$378	\$2,839	\$450,508							
Mar, 2038	\$375	\$2,841	\$447,667							
Apr, 2038	\$373	\$2,843	\$444,823							
May, 2038	\$371	\$2,846	\$441,978							
Jun, 2038	\$368	\$2,848	\$439,130							
Jul, 2038	\$366	\$2,850	\$436,279							
Aug, 2038	\$364	\$2,853	\$433,426							
Sep, 2038	\$361	\$2,855	\$430,571							
Oct, 2038	\$359	\$2,858	\$427,714							
Nov, 2038	\$356	\$2,860	\$424,854							
Dec, 2038	\$354	\$2,862	\$421,991							
2038	\$4,405	\$34,191	\$421,991							
Jan, 2039	\$352	\$2,865	\$419,127							
Feb, 2039	\$349	\$2,867	\$416,259							
Mar, 2039	\$347	\$2,870	\$413,390							
Apr, 2039	\$344	\$2,872	\$410,518							
May, 2039	\$342	\$2,874	\$407,644							
Jun, 2039	\$340	\$2,877	\$404,767							
Jul, 2039	\$337	\$2,879	\$401,888							
Aug, 2039	\$335	\$2,881	\$399,006							
Sep, 2039	\$333	\$2,884	\$396,123							
Oct, 2039	\$330	\$2,886	\$393,236							
Nov, 2039	\$328	\$2,889	\$390,348							
Dec, 2039	\$325	\$2,891	\$387,456							
2039	\$4,062	\$34,535	\$387,456							
Jan, 2040	\$323	\$2,894	\$384,563							
Feb, 2040	\$320	\$2,896	\$381,667							
Mar, 2040	\$318	\$2,898	\$378,769							
Apr, 2040	\$316	\$2,901	\$375,868							
May, 2040	\$313	\$2,903	\$372,965							
Jun, 2040	\$311	\$2,906	\$370,059							
Jul, 2040	\$308	\$2,908	\$367,151							
Aug, 2040	\$306	\$2,910	\$364,241							
Sep, 2040	\$304	\$2,913	\$361,328							
Oct, 2040	\$301	\$2,915	\$358,413							
Nov, 2040	\$299	\$2,918	\$355,495							

Amortization Calc				\$	1,000,000	Term	30	year: ▾	%	1	Aug ▾	2020 ▾	Calculate
2040	\$3,715	\$34,882	\$352,575										
Jan, 2041	\$294	\$2,923	\$349,652										
Feb, 2041	\$291	\$2,925	\$346,727										
Mar, 2041	\$289	\$2,927	\$343,800										
Apr, 2041	\$286	\$2,930	\$340,870										
May, 2041	\$284	\$2,932	\$337,937										
Jun, 2041	\$282	\$2,935	\$335,003										
Jul, 2041	\$279	\$2,937	\$332,065										
Aug, 2041	\$277	\$2,940	\$329,126										
Sep, 2041	\$274	\$2,942	\$326,184										
Oct, 2041	\$272	\$2,945	\$323,239										
Nov, 2041	\$269	\$2,947	\$320,292										
Dec, 2041	\$267	\$2,949	\$317,342										
2041	\$3,365	\$35,232	\$317,342										
Jan, 2042	\$264	\$2,952	\$314,391										
Feb, 2042	\$262	\$2,954	\$311,436										
Mar, 2042	\$260	\$2,957	\$308,479										
Apr, 2042	\$257	\$2,959	\$305,520										
May, 2042	\$255	\$2,962	\$302,558										
Jun, 2042	\$252	\$2,964	\$299,594										
Jul, 2042	\$250	\$2,967	\$296,627										
Aug, 2042	\$247	\$2,969	\$293,658										
Sep, 2042	\$245	\$2,972	\$290,686										
Oct, 2042	\$242	\$2,974	\$287,712										
Nov, 2042	\$240	\$2,977	\$284,735										
Dec, 2042	\$237	\$2,979	\$281,756										
2042	\$3,011	\$35,586	\$281,756										
Jan, 2043	\$235	\$2,982	\$278,775										
Feb, 2043	\$232	\$2,984	\$275,791										
Mar, 2043	\$230	\$2,987	\$272,804										
Apr, 2043	\$227	\$2,989	\$269,815										
May, 2043	\$225	\$2,992	\$266,824										
Jun, 2043	\$222	\$2,994	\$263,829										
Jul, 2043	\$220	\$2,997	\$260,833										
Aug, 2043	\$217	\$2,999	\$257,834										
Sep, 2043	\$215	\$3,002	\$254,832										
Oct, 2043	\$212	\$3,004	\$251,828										
Nov, 2043	\$210	\$3,007	\$248,822										
Dec, 2043	\$207	\$3,009	\$245,813										
2043	\$2,653	\$35,944	\$245,813										
Jan, 2044	\$205	\$3,012	\$242,801										
Feb, 2044	\$202	\$3,014	\$239,787										
Mar, 2044	\$200	\$3,017	\$236,771										
Apr, 2044	\$197	\$3,019	\$233,751										
May, 2044	\$195	\$3,022	\$230,730										

Amortization Calc		\$ 1,000,000		Term	30	year: ▾	% 1	Aug ▾	2020 ▾	Calculate
Jul, 2044	\$190	\$3,027	\$224,679							
Aug, 2044	\$187	\$3,029	\$221,650							
Sep, 2044	\$185	\$3,032	\$218,618							
Oct, 2044	\$182	\$3,034	\$215,584							
Nov, 2044	\$180	\$3,037	\$212,547							
Dec, 2044	\$177	\$3,039	\$209,508							
2044	\$2,292	\$36,305	\$209,508							
Jan, 2045	\$175	\$3,042	\$206,466							
Feb, 2045	\$172	\$3,044	\$203,422							
Mar, 2045	\$170	\$3,047	\$200,375							
Apr, 2045	\$167	\$3,049	\$197,326							
May, 2045	\$164	\$3,052	\$194,274							
Jun, 2045	\$162	\$3,055	\$191,219							
Jul, 2045	\$159	\$3,057	\$188,162							
Aug, 2045	\$157	\$3,060	\$185,102							
Sep, 2045	\$154	\$3,062	\$182,040							
Oct, 2045	\$152	\$3,065	\$178,976							
Nov, 2045	\$149	\$3,067	\$175,908							
Dec, 2045	\$147	\$3,070	\$172,839							
2045	\$1,927	\$36,669	\$172,839							
Jan, 2046	\$144	\$3,072	\$169,766							
Feb, 2046	\$141	\$3,075	\$166,691							
Mar, 2046	\$139	\$3,077	\$163,614							
Apr, 2046	\$136	\$3,080	\$160,534							
May, 2046	\$134	\$3,083	\$157,451							
Jun, 2046	\$131	\$3,085	\$154,366							
Jul, 2046	\$129	\$3,088	\$151,278							
Aug, 2046	\$126	\$3,090	\$148,188							
Sep, 2046	\$123	\$3,093	\$145,095							
Oct, 2046	\$121	\$3,095	\$142,000							
Nov, 2046	\$118	\$3,098	\$138,901							
Dec, 2046	\$116	\$3,101	\$135,801							
2046	\$1,559	\$37,038	\$135,801							
Jan, 2047	\$113	\$3,103	\$132,698							
Feb, 2047	\$111	\$3,106	\$129,592							
Mar, 2047	\$108	\$3,108	\$126,483							
Apr, 2047	\$105	\$3,111	\$123,372							
May, 2047	\$103	\$3,114	\$120,259							
Jun, 2047	\$100	\$3,116	\$117,143							
Jul, 2047	\$98	\$3,119	\$114,024							
Aug, 2047	\$95	\$3,121	\$110,902							
Sep, 2047	\$92	\$3,124	\$107,778							
Oct, 2047	\$90	\$3,127	\$104,652							
Nov, 2047	\$87	\$3,129	\$101,523							
Dec, 2047	\$85	\$3,132	\$98,391							

## Amortization Calc

\$ 1,000,000

Term 30

year: ▼

% 1

Aug ▼

2020 ▼

Calculate

Jan, 2048	\$82	\$3,134	\$95,257
Feb, 2048	\$79	\$3,137	\$92,119
Mar, 2048	\$77	\$3,140	\$88,980
Apr, 2048	\$74	\$3,142	\$85,838
May, 2048	\$72	\$3,145	\$82,693
Jun, 2048	\$69	\$3,147	\$79,545
Jul, 2048	\$66	\$3,150	\$76,395
Aug, 2048	\$64	\$3,153	\$73,242
Sep, 2048	\$61	\$3,155	\$70,087
Oct, 2048	\$58	\$3,158	\$66,929
Nov, 2048	\$56	\$3,161	\$63,768
Dec, 2048	\$53	\$3,163	\$60,605
<b>2048</b>	<b>\$811</b>	<b>\$37,786</b>	<b>\$60,605</b>
Jan, 2049	\$51	\$3,166	\$57,439
Feb, 2049	\$48	\$3,169	\$54,271
Mar, 2049	\$45	\$3,171	\$51,100
Apr, 2049	\$43	\$3,174	\$47,926
May, 2049	\$40	\$3,176	\$44,749
Jun, 2049	\$37	\$3,179	\$41,570
Jul, 2049	\$35	\$3,182	\$38,388
Aug, 2049	\$32	\$3,184	\$35,204
Sep, 2049	\$29	\$3,187	\$32,017
Oct, 2049	\$27	\$3,190	\$28,827
Nov, 2049	\$24	\$3,192	\$25,635
Dec, 2049	\$21	\$3,195	\$22,440
<b>2049</b>	<b>\$431</b>	<b>\$38,165</b>	<b>\$22,440</b>
Jan, 2050	\$19	\$3,198	\$19,242
Feb, 2050	\$16	\$3,200	\$16,042
Mar, 2050	\$13	\$3,203	\$12,839
Apr, 2050	\$11	\$3,206	\$9,633
May, 2050	\$8	\$3,208	\$6,425
Jun, 2050	\$5	\$3,211	\$3,214
Jul, 2050	\$3	\$3,214	\$0
<b>2050</b>	<b>\$75</b>	<b>\$22,440</b>	<b>\$0</b>

This auto loan calculator should only be used to estimate your repayments since it doesn't include taxes or insurance.

Index Month	Index Value	Date Announced
June 2020	0.682	July 31, 2020
May 2020 0.755		June 30, 2020
April 2020	0.740	May 29, 2020
March 2020	0.884	April 30, 2020
February 2020	0.989	March 31, 2020
January 2020	0.984	February 28, 2020
December 2019	1.036	January 31, 2020
November 2019	1.035	December 31, 2019
October 2019	1.100	November 29, 2019
September 2019	1.127	October 31, 2019
August 2019	1.155	September 30, 2019
July 2019	1.155	August 30, 2019
June 2019	1.141	July 31, 2019
May 2019 1.144		June 28, 2019
April 2019	1.095	May 31, 2019
March 2019	0.958	April 30, 2019
February 2019	1.166	March 29, 2019
January 2019	1.125	February 28, 2019
December 2018	1.056	January 31, 2019
November 2018	1.060	December 31, 2018
October 2018	1.079	November 30, 2018
September 2018	1.018	October 31, 2018
August 2018	1.015	September 28, 2018
July 2018	1.018	August 31, 2018
June 2018	0.934	July 31, 2018
May 2018 0.885		June 29, 2018
April 2018	0.895	May 31, 2018
March 2018	0.814	April 30, 2018
February 2018	0.816	March 30, 2018
January 2018	0.777	February 28, 2018
December 2017	0.753	January 31, 2018
November 2017	0.746	December 29, 2017
October 2017	0.737	November 30, 2017
September 2017	0.729	October 31, 2017
August 2017	0.732	September 29, 2017
July 2017	0.707	August 31, 2017
June 2017	0.657	July 31, 2017
May 2017 0.648		June 30, 2017
April 2017	0.645	May 31, 2017
March 2017	0.583	April 28, 2017
February 2017	0.591	March 31, 2017
January 2017	0.616	February 28, 2017
December 2016	0.599	January 31, 2017
November 2016	0.603	December 30, 2016
October 2016	0.598	November 30, 2016
September 2016	0.601	October 31, 2016
August 2016	0.703	September 30, 2016
July 2016	0.693	August 31, 2016
June 2016	0.690	July 29, 2016

May 2016	0.691	June 30, 2016
April 2016	0.690	May 31, 2016
March 2016	0.678	April 29, 2016
February 2016	0.670	March 31, 2016
January 2016	0.664	February 29, 2016
December 2015	0.655	January 29, 2016
November 2015	0.644	December 31, 2015
October 2015	0.649	November 30, 2015
September 2015	0.651	October 30, 2015
August 2015	0.639	September 30, 2015
July 2015	0.643	August 31, 2015
June 2015	0.659	July 31, 2015
May 2015	0.687	June 30, 2015
April 2015	0.680	May 29, 2015
March 2015	0.687	April 30, 2015
February 2015	0.700	March 31, 2015
January 2015	0.698	February 27, 2015
December 2014	0.692	January 30, 2015
November 2014	0.686	December 31, 2014
October 2014	0.671	November 28, 2014
September 2014	0.663	October 31, 2014
August 2014	0.667	September 30, 2014
July 2014	0.676	August 29, 2014
June 2014	0.668	July 31, 2014
May 2014	0.667	June 30, 2014
April 2014	0.682	May 30, 2014
March 2014	0.701	April 30, 2014
February 2014	0.709	March 31, 2014
January 2014	0.768	February 28, 2014
December 2013	0.784	January 31, 2014
November 2013	0.783	December 31, 2013
October 2013	0.963	November 29, 2013
September 2013	0.957	October 31, 2013
August 2013	0.956	September 30, 2013
July 2013	0.954	August 30, 2013
June 2013	0.954	July 31, 2013
May 2013	0.951	June 28, 2013
April 2013	0.970	May 31, 2013
March 2013	0.967	April 30, 2013
February 2013	0.999	March 29, 2013
January 2013	0.962	February 28, 2013
December 2012	1.071	January 31, 2013
November 2012	1.000	December 31, 2012
October 2012	1.011	November 30, 2012
September 2012	1.038	October 31, 2012
August 2012	1.069	September 28, 2012
July 2012	1.094	August 31, 2012
June 2012	1.116	July 31, 2012
May 2012	1.118	June 29, 2012
April 2012	1.140	May 31, 2012

March 2012	1.163	April 30, 2012
February 2012	1.206	March 30, 2012
January 2012	1.224	February 29, 2012
December 2011	1.221	January 31, 2012
November 2011	1.201	December 30, 2011
October 2011	1.218	November 30, 2011
September 2011	1.276	October 31, 2011
August 2011	1.316	September 30, 2011
July 2011	1.350	August 31, 2011
June 2011	1.338	July 29, 2011
May 2011 1.360	June 30, 2011	
April 2011	1.359	May 31, 2011
March 2011	1.452	April 29, 2011
February 2011	1.469	March 31, 2011
January 2011	1.484	February 28, 2011
December 2010	1.508	January 31, 2011
November 2010	1.571	December 31, 2010
October 2010	1.654	November 30, 2010
September 2010	1.663	October 29, 2010
August 2010	1.713	September 30, 2010
July 2010	1.753	August 31, 2010
June 2010	1.797	July 30, 2010
May 2010 1.791	June 30, 2010	
April 2010	1.825	May 28, 2010
March 2010	1.859	April 30, 2010
February 2010	1.614	March 31, 2010
January 2010	1.786	February 26, 2010
December 2009	1.828	January 29, 2010
November 2009	2.094	December 31, 2009
October 2009	1.259	November 30, 2009
September 2009	1.272	October 30, 2009
August 2009	1.412	September 30, 2009
July 2009	1.473	August 31, 2009
June 2009	1.599	July 31, 2009
May 2009 1.832	June 30, 2009	
April 2009	1.380	May 29, 2009
March 2009	1.627	April 30, 2009
February 2009	2.003	March 31, 2009
January 2009	2.455	February 27, 2009
December 2008	2.757	January 30, 2009
November 2008	3.155	December 31, 2008
October 2008	3.125	November 28, 2008
September 2008	2.769	October 31, 2008
August 2008	2.693	September 30, 2008
July 2008	2.698	August 29, 2008
June 2008	2.829	July 31, 2008
May 2008 2.918	June 30, 2008	
April 2008	3.111	May 30, 2008
March 2008	3.280	April 30, 2008
February 2008	3.560	March 31, 2008

January 2008	3.970	February 29, 2008
December 2007	4.072	January 31, 2008
November 2007	4.172	December 31, 2007
October 2007	4.233	November 30, 2007
September 2007	4.383	October 31, 2007
August 2007	4.359	September 28, 2007
July 2007	4.277	August 31, 2007
June 2007	4.283	July 31, 2007
May 2007 4.293	June 29, 2007	
April 2007	4.224	May 31, 2007
March 2007	4.299	April 30, 2007
February 2007	4.376	March 30, 2007
January 2007	4.392	February 28, 2007
December 2006	4.396	January 31, 2007
November 2006	4.358	December 29, 2006
October 2006	4.346	November 30, 2006
September 2006	4.382	October 31, 2006
August 2006	4.277	September 29, 2006
July 2006	4.177	August 31, 2006
June 2006	4.090	July 31, 2006
May 2006 3.884	June 30, 2006	
April 2006	3.759	May 31, 2006
March 2006	3.624	April 28, 2006
February 2006	3.604	March 31, 2006
January 2006	3.347	February 28, 2006
December 2005	3.296	January 31, 2006
November 2005	3.190	December 30, 2005
October 2005	3.074	November 30, 2005
September 2005	2.972	October 31, 2005
August 2005	2.870	September 30, 2005
July 2005	2.757	August 31, 2005
June 2005	2.676	July 29, 2005
May 2005 2.622	June 30, 2005	
April 2005	2.515	May 31, 2005
March 2005	2.400	April 29, 2005
February 2005	2.317	March 31, 2005
January 2005	2.183	February 28, 2005
December 2004	2.118	January 31, 2005
November 2004	2.025	December 31, 2004
October 2004	1.960	November 30, 2004
September 2004	1.931	October 29, 2004
August 2004	1.875	September 30, 2004
July 2004	1.816	August 31, 2004
June 2004	1.758	July 30, 2004
May 2004 1.708	June 30, 2004	
April 2004	1.802	May 28, 2004
March 2004	1.815	April 30, 2004
February 2004	1.841	March 31, 2004
January 2004	1.811	February 27, 2004
December 2003	1.902	January 30, 2004

November 2003	1.821	December 31, 2003
October 2003	1.909	November 28, 2003
September 2003	1.923	October 31, 2003
August 2003	1.946	September 30, 2003
July 2003	2.018	August 29, 2003
June 2003	2.113	July 31, 2003
May 2003 2.130	June 30, 2003	
April 2003	2.208	May 30, 2003
March 2003	2.210	April 30, 2003
February 2003	2.257	March 31, 2003
January 2003	2.308	February 28, 2003
December 2002	2.375	January 31, 2003
November 2002	2.537	December 31, 2002
October 2002	2.708	November 29, 2002
September 2002	2.759	October 31, 2002
August 2002	2.763	September 30, 2002
July 2002	2.821	August 30, 2002
June 2002	2.847	July 31, 2002
May 2002 2.772	June 28, 2002	
April 2002	2.723	May 31, 2002
March 2002	2.653	April 30, 2002
February 2002	2.744	March 29, 2002
January 2002	2.823	February 28, 2002
December 2001	3.074	January 31, 2002
November 2001	3.368	December 31, 2001
October 2001	3.628	November 30, 2001
September 2001	3.974	October 31, 2001
August 2001	4.106	September 28, 2001
July 2001	4.274	August 31, 2001
June 2001	4.498	July 31, 2001
May 2001 4.745	June 29, 2001	
April 2001	4.946	May 31, 2001
March 2001	5.198	April 30, 2001
February 2001	5.426	March 30, 2001
January 2001	5.514	February 28, 2001
December 2000	5.617	January 31, 2001
November 2000	5.607	December 29, 2000
October 2000	5.589	November 30, 2000
September 2000	5.548	October 31, 2000
August 2000	5.509	September 29, 2000
July 2000	5.456	August 31, 2000
June 2000	5.357	July 31, 2000
May 2000 5.196	June 30, 2000	
April 2000	5.078	May 31, 2000
March 2000	5.002	April 28, 2000
February 2000	4.967	March 31, 2000
January 2000	4.901	February 29, 2000
December 1999	4.852	January 31, 2000
November 1999	4.773	December 31, 1999
October 1999	4.666	November 30, 1999

September 1999	4.608	October 29, 1999
August 1999	4.562	September 30, 1999
July 1999	4.500	August 31, 1999
June 1999	4.504	July 30, 1999
May 1999 4.480	June 30, 1999	
April 1999	4.490	May 28, 1999
March 1999	4.519	April 30, 1999
February 1999	4.562	March 31, 1999
January 1999	4.608	February 26, 1999
December 1998	4.655	January 29, 1999
November 1998	4.691	December 31, 1998
October 1998	4.762	November 30, 1998
September 1998	4.882	October 30, 1998
August 1998	4.899	September 30, 1998
July 1998	4.911	August 31, 1998
June 1998	4.881	July 31, 1998
May 1998 4.881	June 30, 1998	
April 1998	4.903	May 29, 1998
March 1998	4.917	April 30, 1998
February 1998	4.968	March 31, 1998
January 1998	4.987	February 27, 1998
December 1997	4.963	January 30, 1998
November 1997	4.949	December 31, 1997
October 1997	4.957	November 28, 1997
September 1997	4.941	October 31, 1997
August 1997	4.904	September 30, 1997
July 1997	4.887	August 29, 1997
June 1997	4.853	July 31, 1997
May 1997 4.864	June 30, 1997	
April 1997	4.822	May 30, 1997
March 1997	4.780	April 30, 1997
February 1997	4.759	April 01, 1997
January 1997	4.821	February 28, 1997
December 1996	4.842	January 31, 1997
November 1996	4.835	December 31, 1996
October 1996	4.839	November 29, 1996
September 1996	4.834	October 31, 1996
August 1996	4.839	September 30, 1996
July 1996	4.819	August 30, 1996
June 1996	4.809	July 31, 1996
May 1996 4.823	June 28, 1996	
April 1996	4.841	May 31, 1996
March 1996	4.874	April 30, 1996
February 1996	4.975	March 29, 1996
January 1996	5.033	February 29, 1996
December 1995	5.059	January 31, 1996
November 1995	5.119	December 29, 1995
October 1995	5.116	November 30, 1995
September 1995	5.111	October 31, 1995
August 1995	5.133	September 29, 1995

July 1995	5.144	August 31, 1995
June 1995	5.179	July 31, 1995
May 1995 5.141	June 30, 1995	
April 1995	5.064	May 31, 1995
March 1995	5.007	April 28, 1995
February 1995	4.925	March 31, 1995
January 1995	4.747	February 28, 1995
December 1994	4.589	January 31, 1995
November 1994	4.367	December 30, 1994
October 1994	4.187	November 30, 1994
September 1994	4.039	October 31, 1994
August 1994	3.945	September 30, 1994
July 1994	3.860	August 31, 1994
June 1994	3.804	July 29, 1994
May 1994 3.726	June 30, 1994	
April 1994	3.672	May 31, 1994
March 1994	3.629	April 29, 1994
February 1994	3.687	March 31, 1994
January 1994	3.710	February 28, 1994
December 1993	3.879	January 31, 1994
November 1993	3.822	December 30, 1993
October 1993	3.823	November 30, 1993
September 1993	3.881	October 29, 1993
August 1993	3.958	September 30, 1993
July 1993	3.998	August 31, 1993
June 1993	4.050	July 30, 1993
May 1993 4.103	June 30, 1993	
April 1993	4.171	May 28, 1993
March 1993	4.245	April 30, 1993
February 1993	4.333	March 31, 1993
January 1993	4.360	February 26, 1993
December 1992	4.432	January 29, 1993
November 1992	4.508	December 31, 1992
October 1992	4.597	November 30, 1992
September 1992	4.805	October 30, 1992
August 1992	4.874	September 30, 1992
July 1992	5.069	August 31, 1992
June 1992	5.258	July 31, 1992
May 1992 5.290	June 30, 1992	
April 1992	5.427	May 29, 1992
March 1992	5.611	April 30, 1992
February 1992	5.800	March 31, 1992
January 1992	6.002	February 28, 1992
December 1991	6.245	January 31, 1992
November 1991	6.414	December 31, 1991
October 1991	6.566	November 29, 1991
September 1991	6.714	October 31, 1991
August 1991	6.845	September 30, 1991
July 1991	6.998	August 30, 1991
June 1991	7.155	July 31, 1991

May 1991 7.329	June 28, 1991	
April 1991	7.501	May 31, 1991
March 1991	7.654	April 30, 1991
February 1991	7.848	March 29, 1991
January 1991	7.858	February 28, 1991
December 1990	7.963	January 31, 1991
November 1990	8.044	December 31, 1990
October 1990	8.050	November 30, 1990
September 1990	8.091	October 31, 1990
August 1990	8.075	September 28, 1990
July 1990	8.109	August 31, 1990
June 1990	8.086	July 31, 1990
May 1990 8.171	June 29, 1990	
April 1990	8.211	May 31, 1990
March 1990	8.258	April 30, 1990
February 1990	8.403	March 30, 1990
January 1990	8.369	February 28, 1990
December 1989	8.476	January 31, 1990
November 1989	8.595	December 29, 1989
October 1989	8.643	November 30, 1989
September 1989	8.807	October 31, 1989
August 1989	8.763	September 29, 1989
July 1989	8.844	August 31, 1989
June 1989	8.923	July 31, 1989
May 1989 8.797	June 30, 1989	
April 1989	8.648	May 31, 1989
March 1989	8.423	April 28, 1989
February 1989	8.346	March 31, 1989
January 1989	8.125	February 28, 1989
December 1988	8.022	January 31, 1989
November 1988	7.914	December 30, 1988
October 1988	7.828	November 30, 1988
September 1988	7.847	October 31, 1988
August 1988	7.659	September 30, 1988
July 1988	7.593	August 31, 1988
June 1988	7.618	July 29, 1988
May 1988 7.497	June 30, 1988	
April 1988	7.519	May 31, 1988
March 1988	7.509	April 29, 1988
February 1988	7.647	March 31, 1988
January 1988	7.615	February 29, 1988
December 1987	7.645	January 29, 1988
November 1987	7.562	December 31, 1987
October 1987	7.444	November 30, 1987
September 1987	7.394	October 30, 1987
August 1987	7.277	September 30, 1987
July 1987	7.275	August 31, 1987
June 1987	7.274	July 31, 1987
May 1987 7.223	June 30, 1987	
April 1987	7.245	May 29, 1987

March 1987	7.314	April 30, 1987
February 1987	7.448	March 31, 1987
January 1987	7.396	February 27, 1987
December 1986	7.509	January 30, 1987
November 1986	7.602	December 26, 1986
October 1986	7.717	November 28, 1986
September 1986	7.901	October 31, 1986
August 1986	8.018	September 25, 1986
July 1986	8.196	August 29, 1986
June 1986	8.374	July 25, 1986
May 1986 8.441	June 27, 1986	
April 1986	8.587	May 30, 1986
March 1986	8.744	April 25, 1986
February 1986	8.964	March 28, 1986
January 1986	8.770	February 28, 1986
December 1985	8.867	January 31, 1986
November 1985	9.036	December 27, 1985
October 1985	9.027	November 29, 1985
September 1985	9.129	October 25, 1985
August 1985	9.273	September 27, 1985
July 1985	9.365	August 30, 1985
June 1985	9.565	July 26, 1985
May 1985 9.704	June 28, 1985	
April 1985	9.872	May 31, 1985
March 1985	9.976	April 26, 1985
February 1985	10.160	March 29, 1985
January 1985	10.217	February 27, 1985
December 1984	10.520	January 25, 1985
November 1984	10.891	December 28, 1984
October 1984	10.994	November 30, 1984
September 1984	11.039	October 26, 1984
August 1984	10.857	September 28, 1984
July 1984	10.712	August 31, 1984
June 1984	10.434	July 27, 1984
May 1984 10.260	June 29, 1984	
April 1984	10.135	May 25, 1984
March 1984	9.982	April 27, 1984
February 1984	10.172	March 30, 1984
January 1984	10.032	February 24, 1984
December 1983	10.192	January 27, 1984
November 1983	10.030	December 30, 1983
October 1983	9.997	November 25, 1983
September 1983	9.996	October 28, 1983
August 1983	9.969	September 30, 1983
July 1983	9.676	August 25, 1983
June 1983	9.824	July 29, 1983
May 1983 9.626	June 24, 1983	
April 1983	9.807	May 27, 1983
March 1983	9.873	April 29, 1983
February 1983	10.423	March 25, 1983

January 1983	10.462	March 01, 1983
December 1982	11.093	January 28, 1983
November 1982	11.042	December 30, 1982
October 1982	11.286	November 26, 1982
September 1982	11.766	October 29, 1982
August 1982	11.957	September 24, 1982
July 1982	12.234	August 27, 1982
June 1982	12.673	August 06, 1982
May 1982 12.167	June 25, 1982	
April 1982	12.168	May 04, 1982
March 1982	12.140	April 30, 1982
February 1982	12.341	March 26, 1982
January 1982	11.950	February 26, 1982
December 1981	12.182	January 29, 1982
November 1981	12.469	December 31, 1981
October 1981	12.293	November 27, 1981
September 1981	12.325	October 30, 1981
August 1981	12.029	September 25, 1981
July 1981	11.848	August 28, 1981

Examiner

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

## FOREIGN CORPORATION CERTIFICATE (General Laws, Chapter 181, Section 4)

Name  
Approved

We, W. DARRYL FRY, \*President / ~~XXXXXXXXXX~~  
and JANENE TOWNER, ~~XXXXXXXXXXXXXXXXXXXX~~ \*Clerk / \*Assistant Clerk or \*Secretary / ~~XXXXXXXXXX~~  
of ComUnity Lending, Incorporated  
(Exact name of corporation)

in compliance with the provisions of General Laws, Chapter 181, Section 4, certify as follows:

1. Exact name of the corporation, including any words or abbreviations indicating incorporation or limited liability:

ComUnity Lending, Incorporated

2. If the exact name of the corporation is not available for use in the Commonwealth of Massachusetts, state the name the corporation *will use* to transact business in the Commonwealth of Massachusetts:

3. The corporation is organized under the laws of: CALIFORNIA

4. The date of its organization is: JULY 3, 1980

5. The location of its principal office is: 610 Jarvis Drive, Suite 200  
Morgan Hill, CA 95037

6. The activities of the corporation within the Commonwealth of Massachusetts are:

Residential Mortgage Lending on first and second trust  
deeds.

C ☐  
M ☐  
R.A. ☒

7. The location of its office in Massachusetts, if any, is:  
none

8. The name and street address of the resident agent of the Corporation in the Commonwealth of Massachusetts is:  
Corporation Service Company 84 State St. Boston, MA 02109

9. The date on which the corporation's fiscal year ends is: December 31st

10. If the corporation's existence is other than perpetual, state the duration of existence: N/A  
SUP-29

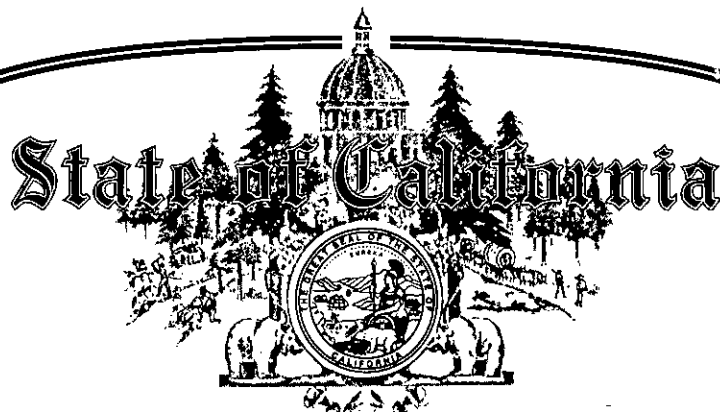
P.C.

\*Delete the inapplicable words.

00353036

11. The name and business address of the officers and directors of the corporation are as follows:

	NAME	BUSINESS ADDRESS
President:	W. Darryl Fry	610 Jarvis Drive, Suite 200, Morgan Hill, CA 95037
*Vice President:	Janene Towner	"
Treasurer:	W. Darryl Fry	"
Clerk or Secretary:	Janene Towner	"
*Assistant Clerk or Assistant Secretary:		
Directors:	W. Darryl Fry	"



**SECRETARY OF STATE  
CERTIFICATE OF STATUS  
DOMESTIC CORPORATION**

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the **3rd day of July, 1980, COMUNITY LENDING, INCORPORATED** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this  
certificate and affix the Great Seal  
of the State of California this day  
of October 25, 2000.



BILL JONES  
Secretary of State

A handwritten signature in black ink, reading 'Bill Jones', is written over the printed name and title.

SUP 31  
kg

12. Please indicate the fees a Massachusetts corporation would be required to pay to register to do business in the state of incorporation:

The state of California charges \$100 to qualify as a foreign corporation

13. Attached to this certificate shall be a Certificate of Legal Existence of such foreign corporation issued by an officer or agency properly authorized in the state or country in which such foreign corporation was organized or other evidence of legal existence acceptable to the Secretary. If such certificate or other evidence of such legal existence is in language other than English, a translation thereof, under oath of the translator, shall also be attached.

SIGNED UNDER THE PENALTIES OF PERJURY, this 15th day of December, 2000

W. D. M. Gray, \*President / ~~\*Vice President~~  
James Bourne, \*Clerk / ~~\*Assistant Clerk~~ or \*Secretary / ~~\*Assistant Secretary~~

SUP 32

732722

00609346

THE COMMONWEALTH OF MASSACHUSETTS

**FOREIGN CORPORATION CERTIFICATE**

(General Laws, Chapter 181, Section 4)

I hereby approve the within Foreign Corporation Certificate and, the  
filing fee in the amount of \$ 300.00 having been paid, said  
certificate is deemed to have been filed with me this 18<sup>th</sup> day of  
DECEMBER, 20 00.

SECRETARY OF THE  
2000 DEC 18 PM 12:14  
CORPORATION DIVISION



**WILLIAM FRANCIS GALVIN**

*Secretary of the Commonwealth*

**TO BE FILLED IN BY CORPORATION**

**Photocopy of document to be sent to:**

ComUnity Lending ATTN Jessica Mecham  
470 E. Harrison Ave.

Salt Lake City, UT 84115

Telephone: 801/463-2993

SUP 33

**F  
FPC**

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Foreign Certificate of Withdrawal (General Laws Chapter 156D, Section 15.20; 950 CMR 113.51)

FORM MUST BE TYPED

(1) Exact name of corporation: ComUntiy Lending, Incorporated

(2) Jurisdiction of incorporation: California

Date of incorporation: July 3, 1980

(month, day, year)

- (3) The corporation is not transacting business in the commonwealth.
- (4) The corporation surrenders its authority to transact business in the commonwealth.
- (5) The corporation revokes the authority of its registered agent to accept service on its behalf.
- (6) The Secretary of the Commonwealth is hereby appointed as its agent for service of process in any proceeding based on a cause of action arising during the time it was authorized to transact business in the commonwealth.
- (7) The corporation's mailing address to which the Division may mail a copy of any process served on it: ...

610 Jarvis Drive, Suite 200 Morgan Hill, California 95037

(number, street, city or town, state, zip code)

- (8) The corporation shall notify the Division in the future of any changes to the above mailing address by filing a certificate of amendment.
- (9) The corporation hereby certifies that all taxes known to the corporation to be due the commonwealth have been paid or provided for.
- (10) This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: \_\_\_\_\_

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

Janene Towner, Secretary

(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☐ President,
- ☒ Other officer,
- ☐ Court-appointed fiduciary,

Sandy Krupp Ass Sec

on this

21

day of

November

2007

1011

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

Foreign Certificate of Withdrawal  
(General Laws Chapter 156D, Section 15.20; 950 CMR 113.51)

I hereby certify that upon examination of this foreign certificate withdrawal, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said certificate; and the filing fee in the amount of \$ 100.00

having been paid, said certificate is deemed to have been filed with me this 10th day of June, 2007, at 3:13 a.m./p.m.

Effective date: \_\_\_\_\_

(must be within 90 days of date submitted)

*William Francis Galvin*

1038099

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

Filing fee: \$100

TO BE FILLED IN BY CORPORATION  
Contact Information:

ComUnity Lending, Incorporated

610 Jarvis Drive, Suite 200, Morgan Hill CA 95037

Attn: Janene Towner

Telephone: 408 776-7800

Email: janene.towner@comunitylending.com

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

COMMONWEALTH OF MASSACHUSETTS  
CORPORATION DIVISION  
2007 DEC 10 PM 3:13

*[Signature]*  
Examiner  
#A.R.

State of California  
Secretary of State



E-561601

FILED

In the office of the Secretary of  
State of the State of California

May - 13 2008

This Space For Filing Use Only

STATEMENT OF INFORMATION  
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.  
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)

C0986921  
COMMUNITY LENDING, INCORPORATED  
RICHARD G. COUCH  
7650 MARATHON DRIVE, SUITE A  
LIVERMORE CA 94550

S

DUE DATE:

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE  
7650 MARATHON DRIVE, SUITE A LIVERMORE CA 94550

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE  
7650 MARATHON DRIVE, SUITE S LIVERMORE CA 94550

4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2 CITY STATE ZIP CODE  
RICHARD G. COUCH 7650 MARATHON DRIVE, SUITE A LIVERMORE CA 94550

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE  
RICHARD G COUCH 7650 MARATHON DRIVE, SUITE A LIVERMORE, CA 94550

6. SECRETARY/ ADDRESS CITY STATE ZIP CODE  
RICHARD G COUCH 7650 MARATHON DRIVE, SUITE A LIVERMORE, CA 94550

7. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE  
RICHARD G COUCH 7650 MARATHON DRIVE, SUITE A LIVERMORE CA 94550

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME ADDRESS CITY STATE ZIP CODE  
RICHARD G COUCH 7650 MARATHON DRIVE, SUITE A LIVERMORE, CA 94550

9. NAME ADDRESS CITY STATE ZIP CODE

10. NAME ADDRESS CITY STATE ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O.Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS  
RICHARD G COUCH

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE  
7650 MARATHON DRIVE, SUITE A LIVERMORE, CA 94550

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
FILED CH 11 BANKRUPTCY

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

05/13/2008

DATE

RAILENE G CATHREA

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

GEN ACT MGR

TITLE

SUP 36

SIGNATURE

## ComUnity Lending, Incorporated

### California Northern Bankruptcy Court

#### Chapter 7

**Judge:** M Elaine Hammond  
**Case #:** 5:08-bk-50030  
**Case Filed:** Jan 04, 2008  
**Terminated:** Apr 30, 2015

[Docket](#)[Parties \(299\)](#)[Opinions \(1\)](#)

#### Attorney

Phyllis Voisenat

#### Auctioneer

Cowan Alexander

#### Counter-Defendant

Katherine Anne Buckmeyer

#### Creditor

610 Jarvis, LLC

#### Creditor

Agency For Workforce Innovation

#### Creditor

Arapahoe County

#### Creditor

Arrow CT

#### Creditor

Bank of America, N.A.

#### Creditor

Carr Office Park

#### Creditor

City of San Jose

SUP 37

---

**Creditor**

Commonwealth of Kentucky

---

**Creditor**

CT Corporation

---

**Creditor**

DB Structured Products, Inc.

---

**Creditor**

Deutsche Bank National Trust Company as Trustee for Harborview 2006-14

---

**Creditor**

Deutsche Bank National Trust Company, as Trustee of the IndyMac Indx Mortgage Loan Trust 2006-AR27, Mortgage pass-through certificates, series 2006-AR27, mortgage pass-through certificates, series 2006

---

**Creditor**

DLJ Mortgage Capital, Inc.

---

**Creditor**

Employment Development Department

---

**Creditor**

Franchise Tax Board

---

**Creditor**

Georgia Department of Labor

---

**Creditor**

Gevity HR, Inc.

---

**Creditor**

GMAC Mortgage, LLC

---

**Creditor**

Helen Cameron

---

**Creditor**

IndyMac Bank, F.S.B.

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**Creditor**

IndyMac Federal Bank, F.S.B.

---

**Creditor**

Iron Mountain Information Management, Inc.

---

**Creditor**

Jack Ferguson

---

---

**Creditor**Janene Towner

---

**Creditor**Jeannine Rupert

---

**Creditor**Jeff Dalton

---

**Creditor**Jerome C. Price

---

**Creditor**John C. Josefsberg

---

**Creditor**Katherine Buckmeyer

---

**Creditor**Larry Snyder

---

**Creditor**LaSalle Bank National Association

---

**Creditor**Marjorie Brooks

---

**Creditor**Massachusetts Department of Revenue

---

**Creditor**Mel Muela

---

**Creditor**Merrill Lynch and Co., Inc.

---

**Creditor**Missouri Department of Revenue

---

**Creditor**New York State Department Of Taxation and Finance

---

**Creditor**OneWest Bank, FSB its assigns and/or successors in interest

---

**Creditor**Oregon Employment Department

---

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**Creditor**  
Phyllis Christich

---

**Creditor**  
Phyllis Heinrichs

---

**Creditor**  
Pieter Daane

---

**Creditor**  
Primeshares

---

**Creditor**  
residential funding company

---

**Creditor**  
Robert Leslie Knight

---

**Creditor**  
Ronnie Saunders

---

**Creditor**  
Social Security Administration

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**Creditor**  
Solano County Tax Collector

---

**Creditor**  
State of California

---

**Creditor**  
State of Oklahoma

---

**Creditor**  
Time Warner Telecom, Inc.

---

**Creditor**  
Toeniskoetter and Breeding Development Company

---

**Creditor**  
U.S. Bank National Association

---

**Creditor**  
Uemployment Compensation Tax Services

---

**Creditor**  
Webster Bank its assigns and/or successors in interest

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**Creditor**Wells Fargo Bank

---

**Creditor**Wells Fargo Bank, N.A. as Trustee for Harborview Mortgage Loan Trust 2007-3

---

**Creditor**Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. its assigns and/or successors in interest

---

**Creditor**Wells Fargo Funding, Inc.

---

**Creditor**World Financial Group

---

**Debtor**1st Advantage Mortgage

---

**Debtor**1st Premier Mortgage

---

**Debtor**1st USA Mortgage and Investment

---

**Debtor**A Better Choice Mortgage

---

**Debtor**Accepted Mortgage Group

---

**Debtor**Access Mortgage LLC

---

**Debtor**Accredited First Financial Mortgage

---

**Debtor**Accurate Lending

---

**Debtor**Ace Mortgage

---

**Debtor**Achill Mortgage

---

**Debtor**Advantage Funding Group

---

---

**Debtor**Aladdin Mortgage

---

**Debtor**All Valley Mortgage of Clovis

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**Debtor**Allied Mortgage

---

**Debtor**Alpha Mortgage Funding

---

**Debtor**American Fidelity Mortgage

---

**Debtor**American Mortgage and Financial Services

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**Debtor**American Mortgage Resources

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**Debtor**Amoskeag Mortgage

---

**Debtor**Atlantic Coast Financial Group

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**Debtor**Atlantic Liberty Lending

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**Debtor**Austinloan.com

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**Debtor**Avalon Financial Group

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**Debtor**Award Funding

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**Debtor**Bay Area Lending

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**Debtor**Best Rate Lending

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**Debtor**Black Mountain Mortgage

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**Debtor**

Borrowers Best Mortgage Company

**Debtor**

Borrowers Best Mortgage MAC

**Debtor**

Borrowers Best Mortgage MAC 2

**Debtor**

Buyers Advantage Home Lending

**Debtor**

California Mortgage Alliance

**Debtor**

Capital Lending House

**Debtor**

Capitol Mortgage

**Debtor**

Central Coast Mortgage

**Debtor**

Citinet Lending

**Debtor**

City Wide Mortgage

**Debtor**

CityLine Financial

**Debtor**

CJ Mortgage

**Debtor**

Clear Sky Lending

**Debtor**

Colorado Community Lending

**Debtor**

Community Lending Group

**Debtor**

Community Lending of Greater Chattanooga

**Debtor**

Community Lending of Las Vegas

**Debtor**

Community Mortgage America

**Debtor**

Community Mortgage Lending

**Debtor**

Community Mortgage Planners

**Debtor**

ComUnity Lending

**Debtor**

ComUnity Lending, Incorporated

**Debtor**

Consultants West

**Debtor**

Consumers Choice Mortgage

**Debtor**

CopperTree Lending

**Debtor**

Cornerstone Capital

**Debtor**

Coronado Mortgage

**Debtor**

Creative Mortgage Solutions

**Debtor**

Credit Flex

**Debtor**

Cross Mortgage

**Debtor**

Crystal Clear Mortgage

**Debtor**

Definitive Financial

**Debtor**

Desert Sound Financial Group

**Debtor**

Direct Funder

**Debtor**

Direct Home Lending

**Debtor**

Dream Mortgage

**Debtor**

Everquest Mortgage

**Debtor**

F3 Lending Group

**Debtor**

Fidelity Mutual Financial

**Debtor**

Financialgroup Mortgage

**Debtor**

First Assurance Mortgage

**Debtor**

First Choice Financial Group

**Debtor**

First Choice Funding

**Debtor**

First Option Mortgage

**Debtor**

First Rate Mortgage

**Debtor**

Franklin Mortgage Group

**Debtor**

G.I. Home Loans

**Debtor**

Gemini Mortgage

**Debtor**

Genesis Lending Group

**Debtor**

Gold Star Mortgage

**Debtor**

Good Life Financial

**Debtor**

Heartland Mortgage Group

**Debtor**

Hemet Mortgage

**Debtor**

High Q Mortgage Solutions

**Debtor**

Home Financial

**Debtor**

Home Lending Team

**Debtor**

Home Loan Cafe

**Debtor**

Home Loan Online

**Debtor**

HomeFindersCenter.com

**Debtor**

Homefront Financial

**Debtor**

House Mart

**Debtor**

Ida's Direct Mortgage

**Debtor**

Illinois Community Lending

**Debtor**

Imani Mortgage

**Debtor**

Infinity Capital Lending

**Debtor**

InstaLoan Approval

**Debtor**

J &amp; L Lending

**Debtor**

J&amp;H Associates Mortgage Grp

**Debtor**

Jay Royal Mortgage Lending

**Debtor**

JEI Mortgage Services

**Debtor**

JMAC Lending

**Debtor**

JMC Financial

**Debtor**

Keystone Lending

**Debtor**

Land America Mortgage

**Debtor**

Latte Stone Mortgage

**Debtor**

Lender for Life Mortgage

**Debtor**

LFC Lending

**Debtor**

Lighthouse Mortgage

**Debtor**

Lion Funding Group

**Debtor**

Loan Services

**Debtor**

LoanAxis.net

**Debtor**

LoanSmart Lending

**Debtor**

Louisiana Community Lending

**Debtor**

Maxxim Mortgage

**Debtor**

Metro Home Loans

**Debtor**

MGM Financial

**Debtor**

Midwest Equity Financial Services

**Debtor**

Midwest Lending Source

**Debtor**

Millenium First Funding

**Debtor**

Missouri Home Lenders

**Debtor**

Mortgage Funding Servicing

**Debtor**

Mortgage Initiative

**Debtor**

Mortgage Lending Solutions

**Debtor**

Mortgage Lending Source

**Debtor**

Mortgage MD

**Debtor**

Mortgage Only

**Debtor**

Mortgage Partners

**Debtor**

Mortgage Providers

**Debtor**

Mortgage Services of Tallahassee

**Debtor**

MortgageTown Direct

**Debtor**

Mountain Point Mortgage

**Debtor**

MTS Home Loans

**Debtor**

National Mortgage

**Debtor**

New Egland Alliance Mortgage

**Debtor**

Noble Lending Group

**Debtor**

Northeast Community Lending

**Debtor**

Number 1 Mortgage

**Debtor**

Ohio Community Lending

**Debtor**

Olde Country Fair Mortgage

**Debtor**

Omega Mortgage Group

**Debtor**

On The Move Mortgage Services

**Debtor**

Pacific Capital Mortgage

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**Debtor**Pacific Lending Group

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**Debtor**Paradigm Home Lending

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**Debtor**Paradigm Home Mortgage

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**Debtor**Paradise Financial Mortgage

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**Debtor**Paramount Home Lending Network

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**Debtor**Patriot Home Loans

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**Debtor**Pennica Lending Group

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**Debtor**Phoenix Capital Group

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**Debtor**Pine Star Mortgage

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**Debtor**Preferred Funding

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**Debtor**Premier Capital Mortgage

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**Debtor**Premier Direct Lending

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**Debtor**Premier Lending Group

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**Debtor**Premiere Lending Co.

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**Debtor**Prestige Funding Group

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**Debtor**Prime Rate Mtg

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**Debtor**

Primestar Lending

**Debtor**

Priority One Lending

**Debtor**

Provident Lending

**Debtor**

Quality Mortgage Services

**Debtor**

Residential Funding

**Debtor**

Rockview Lending Group

**Debtor**

SA Taft

**Debtor**

San Jose Wholesale

**Debtor**

Satisfaction Mortgage

**Debtor**

Security National Lending

**Debtor**

Select Mortgage Services

**Debtor**

Signature Lending

**Debtor**

Skyline Funding

**Debtor**

Source Funding Group

**Debtor**

Southern Community Mortgage

**Debtor**

Southwest Capital Funding

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**Debtor**  
Special Forces Mortgage

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**Debtor**  
Speedy Lending Group

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**Debtor**  
SRA Mortgage

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**Debtor**  
Summit Community Lending

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**Debtor**  
Superior Mortgage

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**Debtor**  
Texas Residential Lending

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**Debtor**  
Texline Mortgage

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**Debtor**  
The Loan Arrangers

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**Debtor**  
The Mortgage Center of Tucson

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**Debtor**  
The Mortgage Channel

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**Debtor**  
The Principle Lending

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**Debtor**  
Three Rivers Mortgage

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**Debtor**  
Titan Financial Group

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**Debtor**  
TL Mortgage

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**Debtor**  
Tri State Community Lending

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**Debtor**  
UEX Financial

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**Debtor**  
Union Lending

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**Debtor**  
Unity Lending

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**Debtor**  
Universal Financial Group

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**Debtor**  
Universal Lending

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**Debtor**  
Universal Lending of Elk Grove

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**Debtor**  
Universal Valley Mortgage

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**Debtor**  
Unlimited Mortgage Service

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**Debtor**  
Urbana Mortgage

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**Debtor**  
Valley Mortgage

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**Debtor**  
Valley Wide Home Loans

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**Debtor**  
Victoria Mtg

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**Debtor**  
Victory Lending

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**Debtor**  
Virginia Community Lending

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**Debtor**  
Wardley Mortgage

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**Debtor**  
West Avenue Mortgage

---

**Debtor**  
West Coast Community Lending

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**Debtor**

Windsor Lending

**Debtor**

Your Lowest Mortgage

**Debtor**

Zenith Financial Services

**Debtor Accountant**

Rothstein, Kass and Company

**Interested Party**

CA-Woodside Office Center Limited Partnership

**Interested Party**

Christopher Hake

**Interested Party**

Countrywide Home Loans, Inc.

**Interested Party**

Gwendolynn Tyler

**Interested Party**

Hung Nguyen

**Interested Party**

John Nelson

**Interested Party**

John Pham

**Interested Party**

Joyce Freeman

**Interested Party**

Mai Christina Pham

**Interested Party**

Mai Nguyen

**Interested Party**

Oseberg Asset Management LLC

**Interested Party**

U.S. Dept. of Housing &amp; Urban Develop.

---

**Interested Party**

W. Darryl Fry

---

**Requestor**

Deutsche Bank National Trust Company As Trustee For The Certificateholders Of IMPAC Secured Assets Corp.,  
Mortgage Pass-Through Certificates, Series 2007-1

---

**Responsible Ind**

Richard G. Couch

---

**Spec. Counsel**

Buchalter Nemer, P.C.

---

**Spec. Counsel**

Day Pitney LLP

---

**Spec. Counsel**

Day Rettig Peiffer, PC

---

**Spec. Counsel**

Doris A. Kaelin

---

**Spec. Counsel**

Folkstad Fazekas Barrick and Patoile, PC

---

**Spec. Counsel**

Keating Muething and Klekamp, PLL

---

**Trustee**

John W. Richardson

---

**Trustee**

Suzanne Decker

---

**Trustee Accountant**

Richard L. Pierotti

---

**Trustee Appraiser**

Jan Kleczewski

---

**Trustee Other Prof**

Diablo Management Group, Inc.

---

**Trustee Other Prof**

Jay D. Crom

---

**Trustee Other Prof**

Rice Realty

---

SUP 55

---

**U.S. Trustee**

Office of the U.S. Trustee / SJ

**GPO****Feb 16 2010**

Memorandum Decision and Order On Motions To Determine Administrative Priority Of Attorney Claim (RE: related document(s)349 Application for Administrative Expenses filed by Interested Party Hung Nguyen, Interested Party Mai Christina Pham, Interested Party John Pham, Interested Party Joyce Freeman, Interested Party Christopher Hake, Interested Party Countrywide Home Loans, Inc., Interested Party Mai Nguyen, 353 Motion Miscellaneous Relief filed by Creditor Katherine Buckmeyer, Creditor Phyllis Christich, Creditor Jack Ferguson, Creditor Phyllis Heinrichs, Creditor Janene Towner, Creditor Jeannine Rupert). (aw)

Create an account to get the full docket for this case.

**Continue to Create Account**

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<PAGE>

(d) The Trustee shall retain possession and custody of each Mortgage File in accordance with and subject to the terms and conditions set forth herein. The Master Servicer shall promptly deliver to the Trustee, upon the execution or receipt thereof, the originals of such other documents or instruments constituting the Mortgage File as come into the possession of the Master Servicer from time to time.

(e) It is understood and agreed that the respective obligations of each Seller to substitute for or to purchase any Mortgage Loan sold to the Depositor by it which does not meet the requirements of Section 2.01 above shall constitute the sole remedy respecting such defect available to the Trustee, the Depositor and any Certificateholder against that Seller.

SECTION 2.03. Representations, Warranties and Covenants of the Sellers and Master Servicer.

(a) Countrywide hereby makes the representations and warranties set forth in (i) Schedule II-A, Schedule II-B, Schedule II-C and Schedule II-D hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, (ii) Schedule III-A hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, or if so specified therein, as of the Initial Cut-off Date with respect to all of the Initial Mortgage Loans and as of the related Supplemental Cut-off Date with respect to all of the Supplemental Mortgage Loans, and (iii) Schedule III-B hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, or if so specified therein, as of the Initial Cut-off Date with respect to the Initial Mortgage Loans that are Countrywide Mortgage Loans and as of the related Supplemental Cut-off Date with respect to the Supplemental Mortgage Loans that are Countrywide Mortgage Loans. Park Granada hereby makes the representations and warranties set forth in (i) Schedule II-B hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date and (ii) Schedule III-C hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, or if so specified therein, as of the Initial Cut-off Date with respect to the Initial Mortgage Loans that are Park Granada Mortgage Loans and as of the related Supplemental Cut-off Date with respect to the Supplemental Mortgage Loans that are Park Granada Mortgage Loans. Park Monaco hereby makes the representations and warranties set forth in (i) Schedule II-C hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date and (ii) Schedule III-D hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, or if so specified therein, as of the Initial Cut-off Date with respect to the Initial Mortgage Loans that are Park Monaco Mortgage Loans and as of the related Supplemental Cut-off Date with respect to the Supplemental Mortgage Loans that are Park Monaco Mortgage Loans. Park Sienna hereby makes the representations and warranties set forth in (i) Schedule II-D hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date and (ii) Schedule III-E hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, or if so specified therein, as of the Initial Cut-off Date with respect to the Initial Mortgage Loans that are Park Sienna Mortgage Loans and as of the related Supplemental Cut-off Date with respect to the Supplemental Mortgage Loans that are Park Sienna Mortgage Loans.

(b) The Master Servicer hereby makes the representations and warranties set forth in Schedule IV hereto, and by this reference incorporated herein, to the Depositor and the Trustee, as of the Closing Date.

(c) Upon discovery by any of the parties hereto of a breach of a representation or warranty with respect to a Mortgage Loan made pursuant to Section 2.03(a) or a breach of a representation or warranty with respect to a Supplemental Mortgage Loan under Section 2.01(e)(i) that

<PAGE>

materially and adversely affects the interests of the Certificateholders in that Mortgage Loan, the party discovering such breach shall give prompt notice thereof to the other parties. Each Seller hereby covenants that within 90 days of the earlier of its discovery or its receipt of written notice from any party of a breach of any representation or warranty with respect to a Mortgage Loan sold by it pursuant to Section 2.03(a) and with respect to a breach of a representation and warranty with respect to a Supplemental Mortgage Loan sold by it under Section 2.01(e)(i) which materially and adversely affects the interests of the Certificateholders in that Mortgage Loan, it shall cure such breach in all material respects, and if such breach is not so cured, shall, (i) if such 90-day period expires prior to the second anniversary of the Closing Date, remove such Mortgage Loan (a "Deleted Mortgage Loan") from the Trust Fund and substitute in its place a Substitute Mortgage Loan, in the manner and subject to the conditions set forth in this Section; or (ii) repurchase the affected Mortgage Loan or Mortgage Loans from the Trustee at the Purchase Price in the manner set forth below; provided, however, that any such substitution pursuant to (i) above shall not be effected prior to the delivery to the Trustee of the Opinion of Counsel required by Section 2.05 hereof, if any, and any such substitution pursuant to (i) above shall not be effected prior to the additional delivery to the Trustee of a Request for Release substantially in the form of Exhibit N and the Mortgage File for any such Substitute Mortgage Loan. The Seller repurchasing a Mortgage Loan pursuant to this Section 2.03(c) shall promptly reimburse the Master Servicer and the Trustee for any expenses reasonably incurred by the Master Servicer or the Trustee in respect of enforcing the remedies for such breach. With respect to the representations and warranties described in this Section which are made to the best of a Seller's knowledge, if it is discovered by either the Depositor, a Seller or the Trustee that the substance of such representation and warranty is inaccurate and such inaccuracy materially and adversely affects the value of the related Mortgage Loan or the interests of the Certificateholders therein, notwithstanding that Seller's lack of knowledge with respect to the substance of such representation or warranty, such inaccuracy shall be deemed a breach of the applicable representation or warranty.

(d) With respect to any Substitute Mortgage Loan or Loans, sold to the Depositor by a Seller, Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) shall deliver to the Trustee for the benefit of the Certificateholders the Mortgage Note, the Mortgage, the related assignment of the Mortgage, and such other documents and agreements as are required by Section 2.01, with the Mortgage Note endorsed and the Mortgage assigned as required by Section 2.01. No substitution is permitted to be made in any calendar month after the Determination Date for such month. Scheduled Payments due with respect to Substitute Mortgage Loans in the month of substitution shall not be part of the Trust Fund and will be retained by the related Seller on the next succeeding Distribution Date. For the month of substitution, distributions to Certificateholders will include the monthly payment due on any Deleted Mortgage Loan for such month and thereafter that Seller shall be entitled to retain all amounts received in respect of such Deleted Mortgage Loan. The Master Servicer shall amend the Mortgage Loan Schedule for the benefit of the Certificateholders to reflect the removal of such Deleted Mortgage Loan and the substitution of the Substitute Mortgage Loan or Loans and the Master Servicer shall deliver the amended Mortgage Loan Schedule to the Trustee. Upon such substitution, the Substitute Mortgage Loan or Loans shall be subject to the terms of this Agreement in all respects, and the related Seller shall be deemed to have made with respect to such Substitute Mortgage Loan or Loans, as of the date of substitution, the representations and warranties made pursuant to Section 2.03(a) with respect to such Mortgage Loan. Upon any such substitution and the deposit to the Certificate Account of the amount required to be deposited therein in connection with such substitution as described in the following paragraph, the Trustee shall release the Mortgage File held for the benefit of the Certificateholders relating to such Deleted Mortgage Loan to the related Seller and shall execute and deliver at such Seller's direction such instruments of transfer or assignment prepared by Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna), in each case without recourse, as shall be necessary to vest title in that Seller, or its designee, the Trustee's interest in any Deleted Mortgage Loan substituted for pursuant to this Section 2.03.

materially and adversely affects the interests of the Certificateholders in that Mortgage Loan, the party discovering such breach shall give prompt notice thereof to the other parties. Each Seller hereby covenants that within 90 days of the earlier of its discovery or its receipt of written notice from any party of a breach of any representation or warranty with respect to a Mortgage Loan sold by it pursuant to Section 2.03(a) and with respect to a breach of a representation and warranty with respect to a Supplemental Mortgage Loan sold by it under Section 2.01(e)(i) which materially and adversely affects the interests of the Certificateholders in that Mortgage Loan, it shall cure such breach in all material respects, and if such breach is not so cured, shall, (i) if such 90-day period expires prior to the second anniversary of the Closing Date, remove such Mortgage Loan (a "Deleted Mortgage Loan") from the Trust Fund and substitute in its place a Substitute Mortgage Loan, in the manner and subject to the conditions set forth in this Section; or (ii) repurchase the affected Mortgage Loan or Mortgage Loans from the Trustee at the Purchase Price in the manner set forth below; provided, however, that any such substitution pursuant to (i) above shall not be effected prior to the delivery to the Trustee of the Opinion of Counsel required by Section 2.05 hereof, if any, and any such substitution pursuant to (i) above shall not be effected prior to the additional delivery to the Trustee of a Request for Release substantially in the form of Exhibit N and the Mortgage File for any such Substitute Mortgage Loan. The Seller repurchasing a Mortgage Loan pursuant to this Section 2.03(c) shall promptly reimburse the Master Servicer and the Trustee for any expenses reasonably incurred by the Master Servicer or the Trustee in respect of enforcing the remedies for such breach. With respect to the representations and warranties described in this Section which are made to the best of a Seller's knowledge, if it is discovered by either the Depositor, a Seller or the Trustee that the substance of such representation and warranty is inaccurate and such inaccuracy materially and adversely affects the value of the related Mortgage Loan or the interests of the Certificateholders therein, notwithstanding that Seller's lack of knowledge with respect to the substance of such representation or warranty, such inaccuracy shall be deemed a breach of the applicable representation or warranty.

(d) With respect to any Substitute Mortgage Loan or Loans, sold to the Depositor by a Seller, Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) shall deliver to the Trustee for the benefit of the Certificateholders the Mortgage Note, the Mortgage, the related assignment of the Mortgage, and such other documents and agreements as are required by Section 2.01, with the Mortgage Note endorsed and the Mortgage assigned as required by Section 2.01. No substitution is permitted to be made in any calendar month after the Determination Date for such month. Scheduled Payments due with respect to Substitute Mortgage Loans in the month of substitution shall not be part of the Trust Fund and will be retained by the related Seller on the next succeeding Distribution Date. For the month of substitution, distributions to Certificateholders will include the monthly payment due on any Deleted Mortgage Loan for such month and thereafter that Seller shall be entitled to retain all amounts received in respect of such Deleted Mortgage Loan. The Master Servicer shall amend the Mortgage Loan Schedule for the benefit of the Certificateholders to reflect the removal of such Deleted Mortgage Loan and the substitution of the Substitute Mortgage Loan or Loans and the Master Servicer shall deliver the amended Mortgage Loan Schedule to the Trustee. Upon such substitution, the Substitute Mortgage Loan or Loans shall be subject to the terms of this Agreement in all respects, and the related Seller shall be deemed to have made with respect to such Substitute Mortgage Loan or Loans, as of the date of substitution, the representations and warranties made pursuant to Section 2.03(a) with respect to such Mortgage Loan. Upon any such substitution and the deposit to the Certificate Account of the amount required to be deposited therein in connection with such substitution as described in the following paragraph, the Trustee shall release the Mortgage File held for the benefit of the Certificateholders relating to such Deleted Mortgage Loan to the related Seller and shall execute and deliver at such Seller's direction such instruments of transfer or assignment prepared by Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna), in each case without recourse, as shall be necessary to vest title in that Seller, or its designee, the Trustee's interest in any Deleted Mortgage Loan substituted for pursuant to this Section 2.03.

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EXHIBIT 99.1

The Pooling and Servicing Agreement

EXECUTION COPY

=====

CWALT, INC.,  
Depositor  
COUNTRYWIDE HOME LOANS, INC.,  
Seller  
PARK GRANADA LLC,  
Seller  
PARK MONACO INC.,  
Seller  
PARK SIENNA LLC,  
Seller  
COUNTRYWIDE HOME LOANS SERVICING LP,  
Master Servicer  
and  
THE BANK OF NEW YORK,  
Trustee

-----

POOLING AND SERVICING AGREEMENT  
Dated as of October 1, 2006  
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ALTERNATIVE LOAN TRUST 2006-J7  
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-J7

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Notwithstanding any contrary provision of this Agreement, the Trustee shall not consent to any amendment to this Agreement unless it shall have first received an Opinion of Counsel, which opinion shall not be an expense of the Trustee or the Trust Fund, to the effect that such amendment will not cause the imposition of any tax on any REMIC or the Certificateholders or cause any REMIC to fail to qualify as a REMIC at any time that any Certificates are outstanding.

Promptly after the execution of any amendment to this Agreement requiring the consent of Certificateholders, the Trustee shall furnish written notification of the substance or a copy of such amendment to each Certificateholder and each Rating Agency.

It shall not be necessary for the consent of Certificateholders under this Section to approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents and of evidencing the authorization of the execution thereof by Certificateholders shall be subject to such reasonable regulations as the Trustee may prescribe.

Nothing in this Agreement shall require the Trustee to enter into an amendment without receiving an Opinion of Counsel (which Opinion shall not be an expense of the Trustee or the Trust Fund), satisfactory to the Trustee that (i) such amendment is permitted and is not prohibited by this Agreement and that all requirements for amending this Agreement have been complied with; and (ii) either (A) the amendment does not adversely affect in any material respect the interests of any Certificateholder or (B) the conclusion set forth in the immediately preceding clause (A) is not required to be reached pursuant to this Section 10.01.

**SECTION 10.02. Recordation of Agreement; Counterparts.**

This Agreement is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the properties subject to the Mortgages are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Master Servicer at its expense, but only upon direction by the Trustee accompanied by an Opinion of Counsel to the effect that such recordation materially and beneficially affects the interests of the Certificateholders.

For the purpose of facilitating the recordation of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

**SECTION 10.03. Governing Law.**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HERETO AND THE CERTIFICATEHOLDERS SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

**SECTION 10.04. Intention of Parties.**

(a) It is the express intent of the parties hereto that the conveyance of the (i) Mortgage Loans by the Sellers to the Depositor and (ii) Trust Fund by the Depositor to the Trustee each be, and be construed as, an absolute sale thereof to the Trustee. It is, further, not the intention of the

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IN WITNESS WHEREOF, the Depositor, the Trustee, the Sellers and the Master Servicer have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

CWALT, INC.,  
as Depositor

By: /s/ Michael Schloessmann  
-----  
Name: Michael Schloessmann  
Title: Vice President

THE BANK OF NEW YORK,  
as Trustee

By: /s/ Maria Tokarz  
-----  
Name: Maria Tokarz  
Title: Assistant Vice President

COUNTRYWIDE HOME LOANS, INC.,  
as a Seller

By: /s/ Michael Schloessmann  
-----  
Name: Michael Schloessmann  
Title: Vice President

PARK GRANADA LLC,  
as a Seller

By: /s/ Michael Schloessmann  
-----  
Name: Michael Schloessmann  
Title: Vice President

PARK MONACO INC.,  
as a Seller

By: /s/ Michael Schloessmann  
-----  
Name: Michael Schloessmann  
Title: Vice President

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PARK SIENNA LLC,  
as a Seller

By: /s/ Michael Schloessmann  
-----  
Name: Michael Schloessmann  
Title: Vice President

COUNTRYWIDE HOME LOANS SERVICING LP,  
as Master Servicer

By: /s/ Michael Schloessmann  
-----  
Name: Michael Schloessmann  
Title: Vice President

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Acknowledged solely with respect to  
its obligations under Section 4.01(b)

THE BANK OF NEW YORK, in its individual  
capacity

By:           /s/ Paul Connolly  
              -----  
              Name: Paul Connolly  
              Title: Vice President

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SCHEDULE I  
Mortgage Loan Schedule  
[Delivered at Closing to Trustee]

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SCHEDULE II-A  
CWALT, Inc.  
Mortgage Pass-Through Certificates  
Series 2006-J7  
Representations and Warranties of Countrywide  
-----

Countrywide Home Loans, Inc. ("Countrywide") hereby makes the representations and warranties set forth in this Schedule II-A to the Depositor, the Master Servicer and the Trustee, as of the Closing Date or if so specified herein, as of the Initial Cut-off Date, and with respect to all of the Supplemental Mortgage Loans as of the related Supplemental Transfer Date or if so specified herein, as of the related Supplemental Cut-off Date. Capitalized terms used but not otherwise defined in this Schedule II-A shall have the meanings ascribed thereto in the Pooling and Servicing Agreement (the "Pooling and Servicing Agreement") relating to the above-referenced Series, among Countrywide Home Loans, Inc., as a seller, Park Granada LLC, as a seller, Park Monaco Inc., as a seller, Park Sienna LLC, as a seller, Countrywide Home Loans Servicing LP, as master servicer, CWALT, Inc., as depositor, and The Bank of New York, as trustee.

(1) Countrywide is duly organized as a New York corporation and is validly existing and in good standing under the laws of the State of New York and is duly authorized and qualified to transact any and all business contemplated by the Pooling and Servicing Agreement to be conducted by Countrywide in any state in which a Mortgaged Property is located or is otherwise not required under applicable law to effect such qualification and, in any event, is in compliance with the doing business laws of any such state, to the extent necessary to perform any of its obligations under the Pooling and Servicing Agreement in accordance with the terms thereof.

(2) Countrywide has the full corporate power and authority to sell each Countrywide Mortgage Loan, and to execute, deliver and perform, and to enter into and consummate the transactions contemplated by the Pooling and Servicing Agreement and each Supplemental Transfer Agreement and has duly authorized by all necessary corporate action on the part of Countrywide the execution, delivery and performance of the Pooling and Servicing Agreement and each Supplemental Transfer Agreement; and the Pooling and Servicing Agreement and each Supplemental Transfer Agreement, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes a legal, valid and binding obligation of Countrywide, enforceable against Countrywide in accordance with its terms, except that (a) the enforceability thereof may be limited by bankruptcy, insolvency, moratorium, receivership and other similar laws relating to creditors' rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(3) The execution and delivery of the Pooling and Servicing Agreement and each Supplemental Transfer Agreement by Countrywide, the sale of the Countrywide Mortgage Loans by Countrywide under the Pooling and Servicing Agreement and each Supplemental Transfer Agreement, the consummation of any other of the transactions contemplated by the Pooling and Servicing Agreement, and the fulfillment of or compliance with the terms thereof are in the ordinary course of business of Countrywide and will not (A) result in a material breach of any term or provision of the charter or by-laws of Countrywide or (B) materially conflict with, result in a material breach, violation or acceleration of, or result in a material default under, the terms of any other material agreement or instrument to which Countrywide is a party or by which it may be bound, or (C) constitute a material violation of any statute, order or regulation applicable to Countrywide of any court, regulatory body, administrative agency or governmental body having jurisdiction over Countrywide; and Countrywide is not in breach or violation of any material indenture or other material agreement or instrument, or in violation of any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction

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over it which breach or violation may materially impair Countrywide's ability to perform or meet any of its obligations under the Pooling and Servicing Agreement.

(4) Countrywide is an approved servicer of conventional mortgage loans for FNMA or FHLMC and is a mortgagee approved by the Secretary of Housing and Urban Development pursuant to sections 203 and 211 of the National Housing Act.

(5) No litigation is pending or, to the best of Countrywide's knowledge, threatened, against Countrywide that would materially and adversely affect the execution, delivery or enforceability of the Pooling and Servicing Agreement or the ability of Countrywide to sell the Countrywide Mortgage Loans or to perform any of its other obligations under the Pooling and Servicing Agreement in accordance with the terms thereof.

(6) No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Countrywide of, or compliance by Countrywide with, the Pooling and Servicing Agreement or the consummation of the transactions contemplated thereby, or if any such consent, approval, authorization or order is required, Countrywide has obtained the same.

(7) Countrywide intends to treat the transfer of the Countrywide Mortgage Loans to the Depositor as a sale of the Countrywide Mortgage Loans for all tax, accounting and regulatory purposes.

(8) Countrywide is a member of MERS in good standing, and will comply in all material respects with the rules and procedures of MERS in connection with the servicing of the MERS Mortgage Loans in the Trust Fund for as long as such Mortgage Loans are registered with MERS.

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ARTICLE II

CONVEYANCE OF MORTGAGE LOANS;  
REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Conveyance of Mortgage Loans.

(a) Each Seller, concurrently with the execution and delivery hereof, hereby sells, transfers, assigns, sets over and otherwise conveys to the Depositor, without recourse, all its respective right, title and interest in and to the related Initial Mortgage Loans, including all interest and principal received or receivable by such Seller, on or with respect to the applicable Initial Mortgage Loans after the Initial Cut-off Date and all interest and principal payments on the related Initial Mortgage Loans received prior to the Initial Cut-off Date in respect of installments of interest and principal due thereafter, but not including payments of principal and interest due and payable on such Initial Mortgage Loans, on or before the Initial Cut-off Date. On or prior to the Closing Date, Countrywide shall deliver to the Depositor or, at the Depositor's direction, to the Trustee or other designee of the Depositor, the Mortgage File for each Mortgage Loan listed in the Mortgage Loan Schedule (except that, in the case of the Delay Delivery Mortgage Loans (which may include Countrywide Mortgage Loans, Park Granada Mortgage Loans, Park Monaco Mortgage Loans and Park Sienna Mortgage Loans), such delivery may take place within thirty (30) days following the Closing Date or twenty (20) days following the applicable Supplemental Transfer Date, as applicable). Such delivery of the Mortgage Files shall be made against payment by the Depositor of the purchase price, previously agreed to by the Sellers and Depositor, for the Mortgage Loans. With respect to any Initial Mortgage Loan that does not have a first payment date on or before the Due Date in the month of the first Distribution Date or any Supplemental Mortgage Loan that does not have a first payment date on or before the Due Date in the month after the related Supplemental Transfer Date, Countrywide shall deposit into the Distribution Account on or before the Distribution Account Deposit Date relating to the first applicable Distribution Date, an amount equal to one month's interest at the related Adjusted Mortgage Rate on the Cut-off Date Principal Balance of such Mortgage Loan.

(b) Immediately upon the conveyance of the Initial Mortgage Loans referred to in clause (a), the Depositor sells, transfers, assigns, sets over and otherwise conveys to the Trustee for the benefit of the Certificateholders, without recourse, all the right, title and interest of the Depositor in and to the Trust Fund together with the Depositor's right to require each Seller to cure any breach of a representation or warranty made herein by such Seller or to repurchase or substitute for any affected Mortgage Loan in accordance herewith.

(c) In connection with the transfer and assignment set forth in clause (b) above, the Depositor has delivered or caused to be delivered to the Trustee (or, in the case of the Delay Delivery Mortgage Loans that are Initial Mortgage Loans, will deliver or cause to be delivered to the Trustee within thirty (30) days following the Closing Date and in the case of the Delay Delivery Mortgage Loans that are Supplemental Mortgage Loans, will deliver or cause to be delivered to the Trustee within twenty (20) days following the applicable Supplemental Transfer Date) for the benefit of the Certificateholders the following documents or instruments with respect to each Mortgage Loan so assigned:

(i) (A) the original Mortgage Note endorsed by manual or facsimile signature in blank in the following form: "Pay to the order of \_\_\_\_\_ without recourse," with all intervening endorsements showing a complete chain of endorsement from the originator to the Person endorsing the Mortgage Note (each such endorsement being sufficient to transfer all right, title and interest of the party so endorsing, as noteholder or assignee thereof, in and to that Mortgage Note); or

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(B) with respect to any Lost Mortgage Note, a lost note affidavit from Countrywide stating that the original Mortgage Note was lost or destroyed, together with a copy of such Mortgage Note;

(ii) except as provided below and for each Mortgage Loan that is not a MERS Mortgage Loan, the original recorded Mortgage or a copy of such Mortgage, with recording information, certified by Countrywide as being a true and complete copy of the Mortgage (or, in the case of a Mortgage for which the related Mortgaged Property is located in the Commonwealth of Puerto Rico, a true copy of the Mortgage certified as such by the applicable notary) and in the case of each MERS Mortgage Loan, the original Mortgage or a copy of such mortgage, with recording information, noting the presence of the MIN of the Mortgage Loans and either language indicating that the Mortgage Loan is a MOM Loan if the Mortgage Loan is a MOM Loan or if the Mortgage Loan was not a MOM Loan at origination, the original Mortgage and the assignment thereof to MERS, with evidence of recording indicated thereon, or a copy of the Mortgage certified by the public recording office in which such Mortgage has been recorded;

(iii) in the case of each Mortgage Loan that is not a MERS Mortgage Loan, a duly executed assignment of the Mortgage or a copy of such assignment, with recording information, (which may be included in a blanket assignment or assignments), together with, except as provided below, all interim recorded assignments of such mortgage or a copy of such assignment, with recording information, (each such assignment, when duly and validly completed, to be in recordable form and sufficient to effect the assignment of and transfer to the assignee thereof, under the Mortgage to which the assignment relates); provided that, if the related Mortgage has not been returned from the applicable public recording office, such assignment of the Mortgage may exclude the information to be provided by the recording office; provided, further, that such assignment of Mortgage need not be delivered in the case of a Mortgage for which the related Mortgaged Property is located in the Commonwealth of Puerto Rico;

(iv) the original or copies of each assumption, modification, written assurance or substitution agreement, if any;

(v) except as provided below, the original or duplicate original lender's title policy or a printout of the electronic equivalent and all riders thereto; and

(vi) in the case of a Cooperative Loan, the originals of the following documents or instruments:

(A) The Coop Shares, together with a stock power in blank;

(B) The executed Security Agreement;

(C) The executed Proprietary Lease;

(D) The executed Recognition Agreement;

(E) The executed UCC-1 financing statement with evidence of recording thereon which have been filed in all places required to perfect the Seller's interest in the Coop Shares and the Proprietary Lease; and

(F) The executed UCC-3 financing statements or other appropriate UCC financing statements required by state law, evidencing a complete and unbroken line

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SCHEDULE I  
Mortgage Loan Schedule  
[Delivered at Closing to Trustee]

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Maximum Negative Amortization: With respect to each Mortgage Loan in Loan Group 2, the percentage set forth in the related Mortgage Note as the percentage of the original principal balance of such Mortgage Loan, that if exceeded due to Deferred Interest, will result in a recalculation of the Scheduled Payment so that the then unpaid principal balance of such Mortgage Loan will be fully amortized over the Mortgage Loan's remaining term to maturity.

MERS: Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

MERS Mortgage Loan: Any Mortgage Loan registered with MERS on the MERS System.

MERS (R) System: The system of recording transfers of mortgages electronically maintained by MERS.

Middle Tier REMIC: As specified in the Preliminary Statement.

Middle Tier REMIC Interest: As specified in the Preliminary Statement.

Middle Tier REMIC Regular Interest: As specified in the Preliminary Statement.

MIN: The Mortgage Identification Number for any MERS Mortgage Loan.

Minimum Mortgage Rate: With respect to each Mortgage Loan in Loan Group 2, the minimum rate of interest set forth as such in the related Mortgage Note.

MOM Loan: Any Mortgage Loan as to which MERS is acting as mortgagee, solely as nominee for the originator of such Mortgage Loan and its successors and assigns.

Monthly Statement: The statement delivered to the Certificateholders pursuant to Section 4.06.

Moody's: Moody's Investors Service, Inc., or any successor thereto. If Moody's is designated as a Rating Agency in the Preliminary Statement, for purposes of Section 10.05(b) the address for notices to Moody's shall be Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Residential Pass-Through Monitoring, or such other address as Moody's may hereafter furnish to the Depositor or the Master Servicer.

Mortgage: The mortgage, deed of trust or other instrument creating a first lien on an estate in fee simple or leasehold interest in real property securing a Mortgage Note.

Mortgage File: The mortgage documents listed in Section 2.01 hereof pertaining to a particular Mortgage Loan and any additional documents delivered to the Trustee to be added to the Mortgage File pursuant to this Agreement.

Mortgage Index: As to each Mortgage Loan in Loan Group 2, the index from time to time in effect for adjustment of the Mortgage Rate as set forth as such on the related Mortgage Note.

Mortgage Loans: Such of the mortgage loans as from time to time are transferred and assigned to the Trustee pursuant to the provisions hereof and any Supplemental Transfer Agreement and that are held as a part of the Trust Fund (including any REO Property), the mortgage loans so held being

ARTICLE II

CONVEYANCE OF MORTGAGE LOANS;  
REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Conveyance of Mortgage Loans.

(a) Each Seller, concurrently with the execution and delivery hereof, hereby sells, transfers, assigns, sets over and otherwise conveys to the Depositor, without recourse, all its respective right, title and interest in and to the related Initial Mortgage Loans, including all interest and principal received or receivable by such Seller, on or with respect to the applicable Initial Mortgage Loans after the Initial Cut-off Date and all interest and principal payments on the related Initial Mortgage Loans received prior to the Initial Cut-off Date in respect of installments of interest and principal due thereafter, but not including payments of principal and interest due and payable on such Initial Mortgage Loans, on or before the Initial Cut-off Date. On or prior to the Closing Date, Countrywide shall deliver to the Depositor or, at the Depositor's direction, to the Trustee or other designee of the Depositor, the Mortgage File for each Mortgage Loan listed in the Mortgage Loan Schedule (except that, in the case of the Delay Delivery Mortgage Loans (which may include Countrywide Mortgage Loans, Park Granada Mortgage Loans, Park Monaco Mortgage Loans and Park Sienna Mortgage Loans), such delivery may take place within thirty (30) days following the Closing Date or twenty (20) days following the applicable Supplemental Transfer Date, as applicable). Such delivery of the Mortgage Files shall be made against payment by the Depositor of the purchase price, previously agreed to by the Sellers and Depositor, for the Mortgage Loans. With respect to any Initial Mortgage Loan that does not have a first payment date on or before the Due Date in the month of the first Distribution Date or any Supplemental Mortgage Loan that does not have a first payment date on or before the Due Date in the month after the related Supplemental Transfer Date, Countrywide shall deposit into the Distribution Account on or before the Distribution Account Deposit Date relating to the first applicable Distribution Date, an amount equal to one month's interest at the related Adjusted Mortgage Rate on the Cut-off Date Principal Balance of such Mortgage Loan.

(b) Immediately upon the conveyance of the Initial Mortgage Loans referred to in clause (a), the Depositor sells, transfers, assigns, sets over and otherwise conveys to the Trustee for the benefit of the Certificateholders, without recourse, all the right, title and interest of the Depositor in and to the Trust Fund together with the Depositor's right to require each Seller to cure any breach of a representation or warranty made herein by such Seller or to repurchase or substitute for any affected Mortgage Loan in accordance herewith.

(c) In connection with the transfer and assignment set forth in clause (b) above, the Depositor has delivered or caused to be delivered to the Trustee (or, in the case of the Delay Delivery Mortgage Loans that are Initial Mortgage Loans, will deliver or cause to be delivered to the Trustee within thirty (30) days following the Closing Date and in the case of the Delay Delivery Mortgage Loans that are Supplemental Mortgage Loans, will deliver or cause to be delivered to the Trustee within twenty (20) days following the applicable Supplemental Transfer Date) for the benefit of the Certificateholders the following documents or instruments with respect to each Mortgage Loan so assigned:

(i) (A) the original Mortgage Note endorsed by manual or facsimile signature in blank in the following form: "Pay to the order of \_\_\_\_\_ without recourse," with all intervening endorsements showing a complete chain of endorsement from the originator to the Person endorsing the Mortgage Note (each such endorsement being sufficient to transfer all right, title and interest of the party so endorsing, as noteholder or assignee thereof, in and to that Mortgage Note); or

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(B) with respect to any Lost Mortgage Note, a lost note affidavit from Countrywide stating that the original Mortgage Note was lost or destroyed, together with a copy of such Mortgage Note;

(ii) except as provided below and for each Mortgage Loan that is not a MERS Mortgage Loan, the original recorded Mortgage or a copy of such Mortgage, with recording information, certified by Countrywide as being a true and complete copy of the Mortgage (or, in the case of a Mortgage for which the related Mortgaged Property is located in the Commonwealth of Puerto Rico, a true copy of the Mortgage certified as such by the applicable notary) and in the case of each MERS Mortgage Loan, the original Mortgage or a copy of such mortgage, with recording information, noting the presence of the MIN of the Mortgage Loans and either language indicating that the Mortgage Loan is a MOM Loan if the Mortgage Loan is a MOM Loan or if the Mortgage Loan was not a MOM Loan at origination, the original Mortgage and the assignment thereof to MERS, with evidence of recording indicated thereon, or a copy of the Mortgage certified by the public recording office in which such Mortgage has been recorded;

(iii) in the case of each Mortgage Loan that is not a MERS Mortgage Loan, a duly executed assignment of the Mortgage or a copy of such assignment, with recording information, (which may be included in a blanket assignment or assignments), together with, except as provided below, all interim recorded assignments of such mortgage or a copy of such assignment, with recording information, (each such assignment, when duly and validly completed, to be in recordable form and sufficient to effect the assignment of and transfer to the assignee thereof, under the Mortgage to which the assignment relates); provided that, if the related Mortgage has not been returned from the applicable public recording office, such assignment of the Mortgage may exclude the information to be provided by the recording office; provided, further, that such assignment of Mortgage need not be delivered in the case of a Mortgage for which the related Mortgaged Property is located in the Commonwealth of Puerto Rico;

(iv) the original or copies of each assumption, modification, written assurance or substitution agreement, if any;

(v) except as provided below, the original or duplicate original lender's title policy or a printout of the electronic equivalent and all riders thereto; and

(vi) in the case of a Cooperative Loan, the originals of the following documents or instruments:

(A) The Coop Shares, together with a stock power in blank;

(B) The executed Security Agreement;

(C) The executed Proprietary Lease;

(D) The executed Recognition Agreement;

(E) The executed UCC-1 financing statement with evidence of recording thereon which have been filed in all places required to perfect the Seller's interest in the Coop Shares and the Proprietary Lease; and

(F) The executed UCC-3 financing statements or other appropriate UCC financing statements required by state law, evidencing a complete and unbroken line

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Class Subordination Percentage: With respect to any Distribution Date and each Class of Subordinated Certificates related to a Loan Group, the quotient (expressed as a percentage) of (a) the Class Certificate Balance of such Class of Subordinated Certificates immediately prior to such Distribution Date divided by (b) the aggregate of the Class Certificate Balances immediately prior to such Distribution Date of all Classes of Certificates related to such Loan Group.

Class Unpaid Interest Amounts: As to any Distribution Date and Class of interest bearing Certificates or any interest-bearing Component, the amount by which the aggregate Class Interest Shortfalls for such Class or Component on prior Distribution Dates exceeds the amount distributed on such Class or Component on prior Distribution Dates pursuant to clause (ii) of the definition of Class Optimal Interest Distribution Amount.

**Closing Date: October 30, 2006.**

Code: The Internal Revenue Code of 1986, including any successor or amendatory provisions.

COFI: The Monthly Weighted Average Cost of Funds Index for the Eleventh District Savings Institutions published by the Federal Home Loan Bank of San Francisco.

COFI Certificates: As specified in the Preliminary Statement.

Commission: The U.S. Securities and Exchange Commission.

Combined Certificates: As specified in the Preliminary Statement.

Combined Certificates Payment Rule: Not applicable.

Compensating Interest: As to any Distribution Date and Loan Group, an amount equal to the product of one-twelfth of 0.125% and the aggregate Stated Principal Balance of the Mortgage Loans in such Loan Group as of the Due Date in the prior calendar month.

Component: As specified in the Preliminary Statement.

Component Balance: [Reserved].

Component Certificates: As specified in the Preliminary Statement.

Component Notional Amount: With respect to the Interest Accrual Period for any Distribution Date and:

(i) the Class 2-X-2A-IO Component, the sum of the aggregate Class Certificate Balance of the Class 2-A-1 and Class 2-A-2 Certificates and the Component Principal Balance of the Class 2-X-2A-PO Component immediately prior to such Distribution Date; and

(ii) the Class 2-X-2B-IO Component, the sum of (1) the aggregate Class Certificate Balance of the Group 2 Subordinated Certificates and the Component Principal Balance of the Class 2-X-2B-PO Component immediately prior to such Distribution Date.

Component Principal Balance: With respect to any date and any Principal Only Component, an amount equal to (i) the aggregate Net Deferred Interest allocated to the related Notional Amount Component pursuant to Section 4.03 on all prior Distribution Dates minus (ii) all amounts

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(50) No Mortgage Loan is a "High-Cost Home Loan" as defined in the New Jersey Home Ownership Act effective November 27, 2003 (N.J.S.A. 46:10B-22 et seq.).

(51) No Mortgage Loan is a "High-Cost Home Loan" as defined in the New Mexico Home Loan Protection Act effective January 1, 2004 (N.M. Stat. Ann. ss.ss. 58-21A-1 et seq.).

(52) No Mortgage Loan is a "High-Cost Home Mortgage Loan" as defined in the Massachusetts Predatory Home Loan Practices Act effective November 7, 2004 (Mass. Gen. Laws ch. 183C).

(53) No Mortgage Loan originated on or after January 1, 2005 is a "High Cost Home Loan" as defined in the Indiana Home Loan Practices Act, effective January 1, 2005 (Ind. Code Ann. Sections 24-9-1-1 through 24-9-1-9).

(54) All of the Mortgage Loans were originated in compliance with all applicable laws, including, but not limited to, all applicable anti-predatory and abusive lending laws.

No Mortgage Loan is a High Cost Loan or Covered Loan, as applicable, and with respect to the foregoing, the terms "High Cost Loan" and "Covered Loan" have the meaning assigned to them in the then current Standard & Poor's LEVELS(R) Version 5.7 Glossary Revised, Appendix E which is attached hereto as Exhibit Q (the "Glossary") where (x) a "High Cost Loan" is each loan identified in the column "Category under applicable anti-predatory lending law" of the table entitled "Standard & Poor's High Cost Loan Categorization" in the Glossary as each such loan is defined in the applicable anti-predatory lending law of the State or jurisdiction specified in such table and (y) a "Covered Loan" is each loan identified in the column "Category under applicable anti-predatory lending law" of the table entitled "Standard & Poor's Covered Loan Categorization" in the Glossary as each such loan is defined in the applicable anti-predatory lending law of the State or jurisdiction specified in such table.

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SECTION 2.02. Acceptance by Trustee of the Mortgage Loans.

(a) The Trustee acknowledges receipt of the documents identified in the Initial Certification in the form annexed hereto as Exhibit F-1 and declares that it holds and will hold such documents and the other documents delivered to it constituting the Mortgage Files, and that it holds or will hold such other assets as are included in the Trust Fund, in trust for the exclusive use and benefit of all present and future Certificateholders. The Trustee acknowledges that it will maintain possession of the Mortgage Notes in the State of California, unless otherwise permitted by the Rating Agencies.

The Trustee agrees to execute and deliver on the Closing Date to the Depositor, the Master Servicer and Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) an Initial Certification in the form annexed hereto as Exhibit F-1. Based on its review and examination, and only as to the documents identified in such Initial Certification, the Trustee acknowledges that such documents appear regular on their face and relate to such Initial Mortgage Loan. The Trustee shall be under no duty or obligation to inspect, review or examine said documents, instruments, certificates or other papers to determine that the same are genuine, enforceable or appropriate for the represented purpose or that they have actually been recorded in the real estate records or that they are other than what they purport to be on their face.

On or about the thirtieth (30th) day after the Closing Date, the Trustee shall deliver to the Depositor, the Master Servicer and Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) a Delay Delivery Certification with respect to the Initial Mortgage Loans in the form annexed hereto as Exhibit G-1, with any applicable exceptions noted thereon.

Not later than 90 days after the Closing Date, the Trustee shall deliver to the Depositor, the Master Servicer and Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) a Final Certification with respect to the Initial Mortgage Loans in the form annexed hereto as Exhibit H-1, with any applicable exceptions noted thereon. If, in the course of such review, the Trustee finds any document constituting a part of a Mortgage File which does not meet the requirements of Section 2.01, the Trustee shall list such as an exception in the Final Certification; provided, however that the Trustee shall not make any determination as to whether (i) any endorsement is sufficient to transfer all right, title and interest of the party so endorsing, as noteholder or assignee thereof, in and to that Mortgage Note or (ii) any assignment is in recordable form or is sufficient to effect the assignment of and transfer to the assignee thereof under the mortgage to which the assignment relates. Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) shall promptly correct or cure such defect within 90 days from the date it was so notified of such defect and, if Countrywide does not correct or cure such defect within such period, Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) shall either (a) substitute for the related Mortgage Loan a Substitute Mortgage Loan, which substitution shall be accomplished in the manner and subject to the conditions set forth in Section 2.03, or (b) purchase such Mortgage Loan from the Trustee within 90 days from the date Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) was notified of such defect in writing at the Purchase Price of such Mortgage Loan; provided, however, that in no event shall such substitution or purchase occur more than 540 days from the Closing Date, except that if the substitution or purchase of a Mortgage Loan pursuant to this provision is required by reason of a delay in delivery of any documents by the appropriate recording office, and there is a dispute between either the Master Servicer or Countrywide (on its own behalf and on behalf of Park Granada, Park Monaco and Park Sienna) and the Trustee over the location or status of the recorded document, then such substitution or purchase shall occur within 720 days from the Closing Date. The Trustee shall deliver written notice to each Rating Agency within 270 days from the Closing Date indicating each Mortgage Loan (a) which has not been returned by the appropriate recording office or (b) as to which there is a dispute as to location or status of such Mortgage Loan. Such notice shall be

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**Subordinated Percentage:** As to any Loan Group and Distribution Date, 100% minus the Senior Percentage for the Senior Certificate Group relating to such Loan Group for such Distribution Date.

**Subordinated Prepayment Percentage:** As to any Distribution Date and Loan Group, 100% minus the related Senior Prepayment Percentage for such Distribution Date.

**Subordinated Principal Distribution Amount:** The Group 1 Subordinated Principal Distribution Amount or the Group 2 Subordinated Principal Distribution Amount, as applicable.

**Subsequent Recoveries:** As to any Distribution Date, with respect to a Liquidated Mortgage Loan that resulted in a Realized Loss in a prior calendar month, unexpected amounts received by the Master Servicer (net of any related expenses permitted to be reimbursed pursuant to Section 3.08) specifically related to such Liquidated Mortgage Loan.

**Subservicer:** Any person to whom the Master Servicer has contracted for the servicing of all or a portion of the Mortgage Loans pursuant to Section 3.02 hereof.

**Substitute Mortgage Loan:** A Mortgage Loan substituted by the applicable Seller for a Deleted Mortgage Loan which must, on the date of such substitution, as confirmed in a Request for Release, substantially in the form of Exhibit M, (i) have a Stated Principal Balance, after deduction of the principal portion of the Scheduled Payment due in the month of substitution, not in excess of, and not more than 10% less than the Stated Principal Balance of the Deleted Mortgage Loan; (ii) be accruing interest at a rate no lower than and not more than 1% per annum higher than, that of the Deleted Mortgage Loan; (iii) have a Loan-to-Value Ratio no higher than that of the Deleted Mortgage Loan; (iv) have a remaining term to maturity no greater than (and not more than one year less than that of) the Deleted Mortgage Loan; (v) have a Maximum Mortgage Rate not more than 1% per annum higher or lower than, that of the Deleted Mortgage Loan; (vi) have a Minimum Mortgage Rate specified in its related mortgage note not more than 1% per annum higher or lower than the Minimum Mortgage Rate of the Deleted Mortgage Loan; (vii) have the same Mortgage Index and Mortgage Index reset period as the Deleted Mortgage Loan and a Gross Margin not more than 1% per annum higher or lower than that of the Deleted Mortgage Loan; (viii) not be a Cooperative Loan unless the Deleted Mortgage Loan was a Cooperative Loan; (ix) have the same Maximum Negative Amortization, payment cap and recast provisions as the Deleted Mortgage Loan; (x) comply with each representation and warranty set forth in Section 2.03; and (xi) provide for a Prepayment Charge on terms substantially similar to those of the Prepayment Charge, if any, of the Deleted Mortgage Loan.

**Substitution Adjustment Amount:** The meaning ascribed to such term pursuant to Section 2.03.

**Supplemental Cut-off Date:** With respect to any Supplemental Mortgage Loan, the later of (i) the date of origination of such Mortgage Loan and (ii) the first day of the month in which the related Supplemental Transfer Date occurs.

**Supplemental Mortgage Loan:** Any Mortgage Loan, other than an Initial Mortgage Loan, conveyed to the Trust Fund pursuant to Section 2.01 hereof and to a Supplemental Transfer Agreement, which Mortgage Loan shall be listed on the revised Mortgage Loan Schedule delivered pursuant to this Agreement and on Schedule A to such Supplemental Transfer Agreement. When used with respect to a single Supplemental Transfer Date, Supplemental Mortgage Loan shall mean a Supplemental Mortgage Loan conveyed to the Trust Fund on that Supplemental Transfer Date.

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**Supplemental Transfer Agreement:** A Supplemental Transfer Agreement substantially in the form of Exhibit P hereto, executed and delivered by the related Seller or Sellers, the Master Servicer, the Depositor and the Trustee as provided in Section 2.01 hereof.

**Supplemental Transfer Date:** For any Supplemental Transfer Agreement, the date the related Supplemental Mortgage Loans are transferred to the Trust Fund pursuant to the related Supplemental Transfer Agreement.

**Targeted Balance:** With respect to any group of Targeted Principal Classes or Components in the aggregate and any Distribution Date appearing in Schedule V hereto, the Aggregate Targeted Balance for such group and Distribution Date. With respect to any other Targeted Principal Class or Component and any Distribution Date appearing in Schedule V hereto, the applicable amount appearing opposite such Distribution Date for such Class or Component.

**Targeted Principal Classes:** As specified in the Preliminary Statement.

**Tax Matters Person:** The person designated as "tax matters person" in the manner provided under Treasury regulation ss. 1.860F-4(d) and Treasury regulation ss. 301.6231(a)(7)-1. Initially, the Tax Matters Person shall be the Trustee.

**Tax Matters Person Certificate:** The Class A-R Certificate with a Denomination of \$0.01.

**Transaction Documents:** This Agreement and any other document or agreement entered into in connection with the Trust Fund, the Certificates or the Mortgage Loans.

**Transfer:** Any direct or indirect transfer or sale of any Ownership Interest in a Residual Certificate.

**Trust Fund:** The corpus of the trust created hereunder consisting of (i) the Mortgage Loans and all interest and principal received on or with respect thereto after the Cut-off Date to the extent not applied in computing the Cut-off Date Principal Balance thereof; (ii) the Certificate Account, the Carryover Shortfall Reserve Fund, the Distribution Account, the Pre-funding Account, the Capitalized Interest Account and the Principal Reserve Fund, and all amounts deposited therein pursuant to the applicable provisions of this Agreement; (iii) property that secured a Mortgage Loan and has been acquired by foreclosure, deed-in-lieu of foreclosure or otherwise; and (iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing.

**Trustee:** The Bank of New York and its successors and, if a successor trustee is appointed hereunder, such successor.

**Trustee Advance Rate:** With respect to any Advance made by the Trustee pursuant to Section 4.01(b), a per annum rate of interest determined as of the date of such Advance equal to the Prime Rate in effect on such date plus 5.00%.

**Trustee Fee:** As to any Distribution Date, an amount equal to one-twelfth of the Trustee Fee Rate multiplied by the sum of (i) the Pool Stated Principal Balance and (ii) any amounts remaining in the Pre-funding Account (excluding any investment earnings thereon) with respect to such Distribution Date.

**Trustee Fee Rate:** With respect to each Mortgage Loan, 0.009% per annum.

When Recorded, Return To:  
Select Portfolio Servicing, Inc.  
Attn: Corp Legal  
P.O. Box 65250  
Salt Lake City, UT 84165-0250

Bk 22403 Pg 597 #61932  
10-16-2018 @ 01:58p

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PREMISES, that the undersigned, **THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS TRUSTEE**, having its branch office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints **Select Portfolio Servicing, Inc.**, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the trusts named, identified and described in the attached Exhibit A on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish the same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements and modification agreements.
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Mortgage;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;

e. the taking of a deed in lieu of foreclosure; and

f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions in paragraphs 8(a) through 8(e), above.

9. To execute and deliver estate related documents (i.e. petition applications, affidavits) for the purpose of seeking the appointment of a fiduciary for the estate of the deceased borrower(s); and

10. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to all things necessary or expedient to give effect to the aforesaid documents including, but not limited to , completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect to the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent

**This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) a revocation by the Bank, or (ii) the Attorney no longer being retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.**

**The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other power or entity.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be , and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York, as Trustee, pursuant to the pooling and servicing agreements among the Depositor, the Servicer and Trustee, in connection with the trusts which are named, identified and described in the attached Exhibit A, and these present to be signed and acknowledged in its name and behalf by Marybeth A. Lewicki its duly elected and authorized Managing Director and Gavin Tsang its duly elected and authorized Vice President on this 20<sup>th</sup> day of April, 2018.

THE BANK OF NEW YORK MELLON F/K/A THE  
BANK OF NEW YORK, AS TRUSTEE

By: Marybeth A. Lewicki  
Name: Marybeth A. Lewicki  
Title: Managing Director

By: Gavin Tsang  
Name: Gavin Tsang  
Title: Vice President

Witness: Tatiana Terehova  
Printed Name: Tatiana Terehova

Witness: Thomas R. Johnson  
Printed Name: Thomas R. Johnson

# ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 20<sup>th</sup> day of April 2018 personally appeared before me, Marybeth A. Lewicki and Gavin Tsang, the undersigned, personally known to be or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by hi/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Subscribed and sworn before me this 20<sup>th</sup> day of April, 2018

Rafal Bar  
NOTARY PUBLIC  
My Commission expires \_\_\_\_\_

RAFAL BAR  
NOTARY PUBLIC, State of New York  
No. 01BA6293822  
Qualified in Kings County  
Commission Expires January 31, 2022

SUP 81

Exhibit A

Pooling and Servicing Agreement dated as of March 1, 2005 for CWABS, Inc., Asset-Backed Certificates, Series 2005-3, among CWABS, Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, The Bank of New York, as Trustee, and the Bank Of New York Trust Company, N.A., as Co-Trustee

Pooling and Servicing Agreement dated as of September 1, 2004 for CWABS, Inc., Asset-Backed Certificates, Series 2004-10, among CWABS, Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Countrywide LFT LLC, as Seller, Federal National Mortgage Association, as Guarantor, Countrywide Home Loans Servicing LP, as Master Servicer, The Bank of New York, as Trustee, and the BNY Western Trust Company, as Co-Trustee

Pooling and Servicing Agreement dated as of September 1, 2004 for CWABS, Inc., Asset-Backed Certificates, Series 2004-7, among CWABS, Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Countrywide LFT LLC, as Seller, Federal National Mortgage Association, as Guarantor, The Bank of New York, as Trustee, and the BNY Western Trust Company, as Co-Trustee

Pooling and Servicing Agreement dated as of December 1, 2004 for CWABS, Inc., Asset-Backed Certificates, Series 2004-15, among CWABS, Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Park Monaco Inc., as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, Federal National Mortgage Association, as Guarantor, The Bank of New York, as Trustee, and the Bank Of New York Trust Company, N.A., as Co-Trustee

Pooling and Servicing Agreement dated as of August 1, 2005 for Alternative Loan Trust 2005-45, Mortgage Pass-Through Certificates, Series 2005-45, among CWALT Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Park Granada LLC, as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, and the Bank of New York, as Trustee

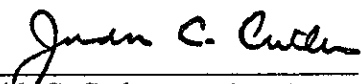
Pooling and Servicing Agreement dated as of March 1, 2005 for Alternative Loan Trust 2005-18CB, Mortgage Pass-Through Certificates, Series 2005-18CB, among CWALT Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Park Granada LLC, as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, Federal National Mortgage Association, as Guarantor, and the Bank of New York, as Trustee

Pooling and Servicing Agreement dated as of December 1, 2005 for Alternative Loan Trust 2005-66, Mortgage Pass-Through Certificates, Series 2005-66, among CWALT Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Park Granada LLC, as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, Federal Home Loan Mortgage Corporation, as Guarantor, and the Bank of New York, as Trustee

Pooling and Servicing Agreement dated as of October 1, 2006 for Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7, among CWALT Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Park Granada LLC, as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, and the Bank of New York, as Trustee

FILE

18 FEB 20 AM 10:42

May 25 2018 Date
LET JUDGMENT ISSUE:

Judith C. Cutler, Chief Justice

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

18 SM 001124

Suffolk, ss.



The Bank of New York Mellon, f/k/a, the Bank of  
New York as Trustee, on behalf of the registered  
holders of Alternative Loan Trust 2006-J7,  
Mortgage Pass-Through Certificates, Series 2006-J7,  
Plaintiff

COMPLAINT TO DETERMINE  
MILITARY STATUS

v.

Terri A. Mayes-King; Alton King Jr.  
Defendants

1. Your Plaintiff has an interest in a mortgage with the statutory power of sale given by Terri A. Mayes-King and Alton King, Jr. to Mortgage Electronic Registration Systems, Inc., as nominee for Community Lending Incorporated, its successors and assigns, dated August 8, 2006, and recorded with the Hampden County Registry of Deeds in Book 16119, Page 3, as affected by a Loan Modification Agreement, dated December 30, 2010, and recorded in said Registry in Book 18732, Page 595, covering 49 Memery Lane, Longmeadow, and more particularly described in said mortgage.
2. No Defendant(s) is/are in the military service within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (*et seq*)
3. The Plaintiff alleges on information and belief that the Defendant(s) is/are the only person(s) holding the equity of redemption of the property covered by the mortgage described in Paragraph 1 of this Complaint so far as appears of record in the said Registry of Deeds and as known to your plaintiff.
4. The holder of the mortgage seeks to proceed with the foreclosure of said mortgage described in Paragraph 1 to protect its interest as secured thereby for breach of the conditions thereof and desires to comply with the provisions of the Servicemembers Civil Relief Act

Wherefore your plaintiff prays:

1. For an order of notice ordering the Defendant(s) to appear and answer this complaint if Defendant(s) is/are now, or recently have been, in the active military service and claim the benefits of the Servicemembers Civil Relief Act.
2. For a judgment declaring that the Defendant(s) is/are not entitled to the benefits of the Servicemembers Civil Relief Act.

  
ATTORNEY FOR THE PLAINTIFF

BBO. # 694440

Date: February 16, 2018 Tiffamy M. Shute, Esq. - BBO#694440  
Orlans PC  
P.O. Box 540540  
Waltham, MA 02454  
Phone (781) 790-7800

18 SM 001124



From the Office of :

Orlans PCPO Box 540540Waltham, MA 02454Telephone No. (with extension): (781) 790-7800Office File no. (If Available): 17-014981

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**LAND COURT USE ONLY**

Under the provisions of the Servicemembers Civil Relief Act, this cause came on to be heard and thereupon, upon consideration thereof, it appearing to the Court that the Defendant(s) is/are not entitled to the benefits of said Act, it is hereby

**ORDERED** and **ADJUDGED** that the Defendants is/are not entitled to the benefits of the Servicemembers Civil Relief Act, as of April 24 2018 the date of the allowance of Plaintiff's motion for judgment.

By the Court().

Attest:

(SEAL)

*Deborah J. Patterson*  
Deborah J. Patterson,  
Recorder

A TRUE COPY  
ATTEST:

*Deborah J. Patterson*  
RECORDER

KELLY CAVANAUGH-KELLY  
HAMPDEN COUNTY REGISTRY OF DEEDS SEP 84

### CERTIFICATE OF ENTRY

We hereby certify that on the 24th day of August, Two Thousand Eighteen,

we were present and saw

Susan L. Jasmin  
Print Name Here

an agent of Orlans PC

duly authorized by

The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7  
the present holder of certain mortgage given by

Terri A. Mayes-King and Alton King, Jr.

to Mortgage Electronic Registration Systems, Inc., as nominee for Community Lending Incorporated, its successors and assigns

dated August 8, 2006 and recorded with the Hampden County Registry of Deeds at Book 16119, Page 3 as affected by a Loan Modification recorded on April 11, 2011 in Said Registry of Deeds at Book 18732, Page 595 make an open, peaceable and unopposed entry on the premises, described in said mortgage for the purpose, then declared, of foreclosing said mortgage for breach of conditions thereof.

Angelo Della Ripa  
Signed

Printed

Harold W. Murphy  
Signed

Printed

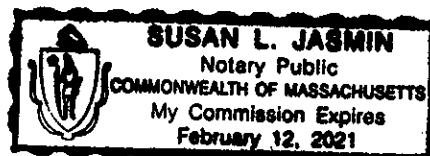
Commonwealth of Massachusetts

Hampden, ss

August 24, 2018

On this 24th day of August, 2018, before me, the undersigned Notary Public, personally appeared Angelo Della Ripa and Harold W. Murphy, proved to me through the satisfactory evidence of identification, which was MA License to be the person(s) whose name(s) is on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

Susan L. Jasmin  
Official Signature and Seal of Notary



SUP 85

KELLY CAVANAUGH-KELLY  
HAMPDEN COUNTY REGISTRY OF DEEDS

CERTIFICATE OF APPOINTMENT

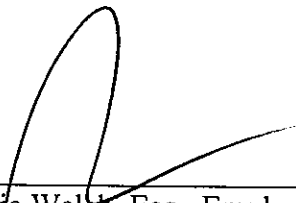
Orlans PC, acting under a Power of Attorney for The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7, hereby constitutes and appoints James R. Jasmin, as its agent for it and in its name, place and stead to make entry upon the premises located at 49 Memery Lane, Longmeadow, MA 01106, covered by a mortgage from Terri A. Mayes-King and Alton King, Jr. to Mortgage Electronic Registration Systems, Inc., as nominee for Community Lending Incorporated, its successors and assigns dated August 8, 2006 and recorded with the Hampden County Registry of Deeds at Book 16119, Page 3 as affected by a Loan Modification recorded in said Registry of Deeds at Book 18732, Page 595 for the purposes of foreclosing said mortgage for breach of the conditions thereof. Further, Orlans PC, hereby ratifies and confirms any and all of the actions taken by the appointee prior to the date hereof.

Executed as a sealed instrument as of this 15<sup>th</sup> day of October, 2018.

See Power of Attorney recorded herewith

Orlans PC

For signatory authority, see Delegation of Authority and Appointment recorded with the Plymouth County Registry of Deeds at Book 50285, Page 215.

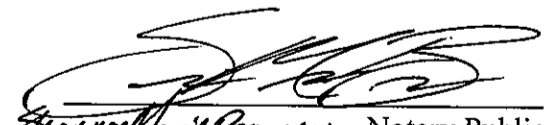
By:   
Jamie Welch, Esq., Employee, Authorized Signatory, Real Property

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this 15<sup>th</sup> day of October, 2018, before me, the undersigned Notary Public, personally appeared Jamie Welch, Esq., Employee Authorized Signatory, Real Property of Orlans PC, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she executed the same for its stated purpose as the free act and deed of Orlans PC.



  
Shannon Marie Brennan, Notary Public  
My Commission Expires: 2/13/20

Return to:  
Orlans PC  
P.O. Box 5041  
Troy, MI 48007  
File Number: 231/17-014981/FORD\_DR

KELLY CAVANAUGH-KEELY<sup>86</sup>  
HAMPDEN COUNTY REGISTRY OF DEEDS

RE: 49 Memery Lane, Longmeadow, MA 01106

**DOLAN CONNLY**  
A PROFESSIONAL CORPORATION

James W. Dolan  
Gregory A. Connly\*  
David A. Marsocci\*\*  
Barbara D. Connly  
Kathleen M. Allen

ATTORNEYS AT LAW  
50 Redfield Street, Suite 202  
Boston, Massachusetts 02122  
Telephone: (617) 265-3100  
Telecopier: (617) 265-3101  
www.dolanconnlylaw.com

Plymouth County Office:  
2 Columbia Road, Suite 3  
Pembroke, MA 02359  
Telephone: (781) 312-7832

*Admitted in MA and NY\**  
*Admitted in MA and NH\*\**

**Service By Constable or Deputy Sheriff**

September 7, 2018

Alton King, Jr. and all other occupants  
49 Memery Lane  
Longmeadow, MA 01106

**72 HOUR NOTICE TO QUIT AND VACATE PREMISES**

Dear Alton King, Jr. and all other occupants:

Please be advised that this office represents The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7 as the new owner of the property situated at 49 Memery Lane, Longmeadow, MA 01106. You are notified and requested to vacate the premises within seventy-two (72) hours of your receipt of this Notice.

Please be advised that should this matter proceed and a Court action is necessary, we may ask the Court to award damages representing the fair market value of the premises from the time of the foreclosure until the time you are ordered to vacate. This amount is for use and occupancy, not rent.

The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7 is informed and believes that no occupant of the Premises is a tenant under applicable state law. If you believe that you are entitled to the protections afforded tenants or tenancies by applicable state law, you must provide the following documents:

- A copy of your lease (or, if your lease is oral, proof of rent payments)
- A return phone number and the best time to reach you
- The receipt for the last six (6) payments made to the landlord for the residence (or the length of time you have resided in the property, if less than six (6) months).

The documents may be sent by mail, fax, or in person to:  
Dolan Connly, P.C., 50 Redfield Street, Suite 202, Boston, MA 02122  
Phone is (617) 265-3100 and Fax is (617) 265-3101 or (617) 506-6019.

If, prior to the expiration of this Notice, we do not receive acceptable evidence that you are a tenant entitled to the protections of applicable state law, we will assume that you are not a tenant

RECEIVED  
PLUTONIC COURT  
2018 DEC 11 PM 12:11

and will proceed with the eviction action.

If requested and paid, the new owner is not waiving any rights under this Notice to Quit and Vacate by accepting payments from you subsequent to the date of this notice. All payments accepted subsequent to the date of this notice are accepted for **use and occupancy only and not as rent**. The acceptance of said payments shall not in any way create a new tenancy.

The reason set forth for this Notice to Quit and Vacate is that you continue to hold over in occupancy of the said premises after foreclosure of the mortgage. The undersigned is the new owner of said premises.

If you contend that you are entitled to consideration as an active duty member or dependent of the armed forces of the United States and entitled to protections under the Servicemembers Civil Relief Act ("SCRA"), please provide evidence of the same to counsel immediately for review.

**PLEASE VACATE THE PREMISES WITHIN SEVENTY-TWO (72) HOURS OF YOUR RECEIPT OF THIS LETTER, OR WE SHALL BRING A COURT ACTION TO EVICT YOU FROM THE PREMISES. YOU ARE NOTIFIED TO BRING THIS ORIGINAL NOTICE WITH YOU TO ANY SUBSEQUENT HEARING OR CONTINUANCE.**

The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7,  
By its attorney,



David A. Marsocci, Esquire

PLEASE BE ADVISED THAT THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED CAN BE USED FOR THAT PURPOSE.

1105-905

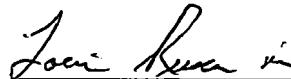
## RETURN OF SERVICE

Hampden, S.S.

Longmeadow

Date: 9-10-18

I hereby certify and return that on September 10, 2018. I served a true and attested copy of the 72 Hour Notice to Quit to Alton King, Jr. and all other occupants in this action in the following manner: To wit Last & Usual. Said service was made at 49 Memery Lane Longmeadow MA. Later that same day I did mail by first class postage a copy of same.

A handwritten signature in cursive script, appearing to read "Louis Russo", is written over a horizontal line.

Louis Russo,  
Disinterested Person  
September 10, 2018

# DOLAN CONNLY

A PROFESSIONAL CORPORATION

James W. Dolan  
Gregory A. Connly\*  
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*Admitted in MA and NY\**  
*Admitted in MA and NH\*\**

## Service By Constable or Deputy Sheriff

September 7, 2018

Terri A. Mayes-King and all other occupants  
49 Memery Lane  
Longmeadow, MA 01106

### **72 HOUR NOTICE TO QUIT AND VACATE PREMISES**

Dear Terri A. Mayes-King and all other occupants:

Please be advised that this office represents The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7 as the new owner of the property situated at 49 Memery Lane, Longmeadow, MA 01106. You are notified and requested to vacate the premises within seventy-two (72) hours of your receipt of this Notice.

Please be advised that should this matter proceed and a Court action is necessary, we may ask the Court to award damages representing the fair market value of the premises from the time of the foreclosure until the time you are ordered to vacate. This amount is for use and occupancy, not rent.

The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7 is informed and believes that no occupant of the Premises is a tenant under applicable state law. If you believe that you are entitled to the protections afforded tenants or tenancies by applicable state law, you must provide the following documents:

- A copy of your lease (or, if your lease is oral, proof of rent payments)
- A return phone number and the best time to reach you
- The receipt for the last six (6) payments made to the landlord for the residence (or the length of time you have resided in the property, if less than six (6) months).

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and will proceed with the eviction action.

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The reason set forth for this Notice to Quit and Vacate is that you continue to hold over in occupancy of the said premises after foreclosure of the mortgage. The undersigned is the new owner of said premises.

If you contend that you are entitled to consideration as an active duty member or dependent of the armed forces of the United States and entitled to protections under the Servicemembers Civil Relief Act ("SCRA"), please provide evidence of the same to counsel immediately for review.

**PLEASE VACATE THE PREMISES WITHIN SEVENTY-TWO (72) HOURS OF YOUR RECEIPT OF THIS LETTER, OR WE SHALL BRING A COURT ACTION TO EVICT YOU FROM THE PREMISES. YOU ARE NOTIFIED TO BRING THIS ORIGINAL NOTICE WITH YOU TO ANY SUBSEQUENT HEARING OR CONTINUANCE.**

The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7,  
By its attorney,



David A. Marsocci, Esquire

PLEASE BE ADVISED THAT THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED CAN BE USED FOR THAT PURPOSE.

1105-905


## RETURN OF SERVICE

Hampden, S.S.

Longmeadow

Date: 9-10-18

I hereby certify and return that on September 10, 2018. I served a true and attested copy of the 72 Hour Notice to Quit to Terri A. Mayes-King and all other occupants in this action in the following manner: To wit Last & Usual. Said service was made at 49 Memery Lane Longmeadow MA. Later that same day I did mail by first class postage a copy of same.

A handwritten signature in cursive script, appearing to read "Louis Russo", is written over a horizontal line.

Louis Russo,  
Disinterested Person  
September 10, 2018

Bk 22404 Pg 6 #61937  
10-16-2018 @ 01:58p

MASSACHUSETTS STATE EXCISE TAX  
HAMPDEN COUNTY REGISTRY OF DEEDS  
Date: 10-16-2018 @ 01:58pm  
Ct1#: 316 Doc#: 61937  
Fee: \$5,848.20 Cons: \$1,282,068.91

### FORECLOSURE DEED

The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7, having its usual place of business at c/o Select Portfolio Servicing, Inc., 3217 South Decker Lake Drive, Salt Lake City, Utah 84119, the present holder of a mortgage from Terri A. Mayes-King and Alton King, Jr. to Mortgage Electronic Registration Systems, Inc., as nominee for Community Lending Incorporated, its successors and assigns, dated August 8, 2006 and recorded with the Hampden County Registry of Deeds in Book 16119, Page 3 as affected by a Loan Modification recorded in said Registry of Deeds at Book 18732, Page 595, assigned to The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7 by virtue of an assignment dated December 19, 2017 and recorded in Book 22007, Page 229 by the power conferred by said mortgage and by every other power, for ONE MILLION TWO HUNDRED EIGHTY-TWO THOUSAND SIXTY-EIGHT DOLLARS AND 91/100 (\$1,282,068.91) paid, grants to:

The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7, with an address of c/o Select Portfolio Servicing, Inc., 3217 South Decker Lake Drive, Salt Lake City, Utah 84119, the premises conveyed by said mortgage.

WITNESS the execution of said corporation on this 4<sup>th</sup> day of Oct., 2018

See Limited Power of Attorney recorded herewith

The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7, by Select Portfolio Servicing, Inc., as attorney-in-fact

By: 

Name: Emily C. Kern

Title: Document Control Officer

Select Portfolio Servicing, Inc.

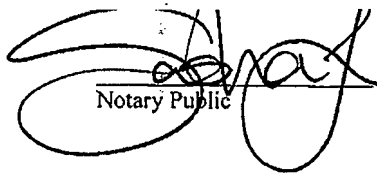
Date: 4 Oct. 2018

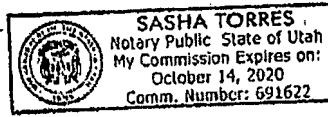
STATE OF UTAH )  
COUNTY OF SALT LAKE )

On this 4<sup>th</sup> day of OCT, 2018, before me, Sasha Torres, a notary public, personally appeared Emily C. Kern Personally Known, a Document Control Officer of Select Portfolio Servicing, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same for its stated purpose as the free act and deed of The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7. Witness my hand and official seal.

SUP 93

RE: 49 Memory Lane, Longmeadow, MA 01106

  
Notary Public



17-014981/FORD\_DR

1

MA006.A003

SUP 94

Bk 22404 Pg7 #61937

## Affidavit of Sale

I, Jamie Welch, Esq., Employee, Authorized Signatory, Real Property of Orlans PC, as attorney for The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7 ("Lender") named in the foregoing deed, make oath and say that the principal, interest and other obligations mentioned in mortgage from above referred to were not paid or tendered or performed when due or prior to the sale, and that this office caused to be published on the 3rd day of August, 2018, on the 10th day of August, 2018 and on the 17th day of August, 2018, in the Springfield Union News-Republican (The Republican), a newspaper with general circulation in Longmeadow, a copy of which is attached hereto as Exhibit A.

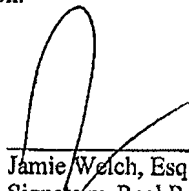
This office has complied with Chapter 244, Section 14 of Massachusetts General Laws, as amended, by mailing the required notices by certified mail, return receipt requested.

This office has complied with Chapter 209, Section 18.21A of Code of Massachusetts Regulations, as amended, by mailing the required certification and supporting documentation by certified mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed, the Lender sold the mortgaged premises at public auction by Susan J. Jasmin, a licensed auctioneer, of Towne Auction Company LLC, to the highest bidder The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7, with an address of c/o Select Portfolio Servicing, Inc., 3217 S. Decker Lake Dr, Salt Lake City, UT 84119, for the sum of ONE MILLION TWO HUNDRED EIGHTY-TWO THOUSAND SIXTY-EIGHT DOLLARS AND 91/100 (\$1,282,068.91) paid, being the highest bid made therefor at said auction.

See Power of Attorney recorded herewith

For signatory authority, see Delegation of Authority and Appointment recorded with the Plymouth County Registry of Deeds at Book 50285, Page 215.

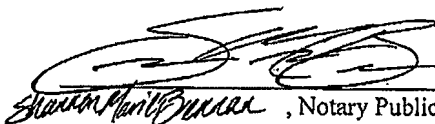
  
Jamie Welch, Esq., Employee, Authorized Signatory, Real Property of Orlans PC

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this 15<sup>th</sup> day of October, 2018, before me, the undersigned Notary Public, personally appeared, Jamie Welch, Esq., Employee, Authorized Signatory, Real Property of Orlans PC, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 this document are truthful and accurate to the best of his/her knowledge and belief.



  
Shannon Marie Brennan, Notary Public

SUP 95



Return to:  
Orlans PC  
P.O. Box 5041  
Troy, MI 48007  
File Number: 231/17-014981/FORD\_DR

My Commission Expires: 2/13/20

SUP 96

Bk 22404 Pg8 #61937

## EXHIBIT "A"

ATTACHED TO AND FORMING A PART OF THE FORECLOSURE DEED  
FOR PROPERTY AT 49 MEMERY LANE, LONGMEADOW, MA 01106

**Longmeadow**

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Terri A. Hayes-King and Allen King, Jr. to Mortgage Electronic Registration Systems, Inc. as nominee for Community Lending Incorporated, its successors and assigns, dated August 8, 2006 and recorded with the Hampden County Registry of Deeds at Book 16115, Page 3 as affected by a Loan Modification recorded on April 11, 2011 in said Registry of Deeds at Book 18112, Page 595, subsequently assigned to The Bank of New York Mellon, 170/170, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7 Mortgage Pass-Through Certificates, Series 2006-J7, by Mortgage Electronic Registration Systems, Inc. as nominee for Community Lending Incorporated, its successors and assigns by assignment recorded in said Hampden County Registry of Deeds at Book 22007, Page 229 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 3:00 PM on August 24, 2011 at 49 Memery Lane, Longmeadow, MA, all and singular the premises described in said Mortgage, to wit:

Certain real estate situated in: Longmeadow, Hampden County, Massachusetts, being known and designated as Lot No. eighteen (18) as shown on a plan of lots recorded with: Hampden County Registry of Deeds in Book of Plans 309, Page 128; said lot being more particularly bounded and described as follows: SOUTHEASTERLY, SOUTHERLY and SOUTHWESTERLY by Memery Lane, one hundred (100) feet; SOUTHEASTERLY by Lot No. nineteen (19) as shown on said plan, two hundred forty and 75/100 (240.75) feet; NORTHEAST by land now or formerly of William Reilly Trust, a total distance of four hundred forty-three and 92/100 (443.92) feet; and SOUTHWEST by Lot No. seventeen (17) as shown on said plan, two hundred forty-eight and 17/100 (248.17) feet. Subject to Restrictive Covenants in favor of Department of Environmental Planning restricting wetland alteration under instrument dated October 5, 1995 and recorded in the Hampden County Registry of Deeds in Book 926, Page 153. Subject to Order of Conditions under Wetland Protection Act by Longmeadow Conservation Commission dated September 26, 1995 and recorded as aforesaid in Book 926, Page 154. Subject to Declaration of Maintenance Covenant dated November 3, 1993 and recorded as aforesaid in Book 750, Page 256, as amended by instrument dated December 28, 1992 and recorded as aforesaid in Book 830, Page 422. Subject to easement granted to New England Telephone and Telegraph Company and Western Massachusetts Electric Company under instrument dated January 23, 1956 and recorded as aforesaid in Book 337, Page 471. Subject to fence easement rights granted to Longmeadow Mall Limited Partnership under instrument dated September 14, 1998 and recorded as aforesaid in Book 12473, Page 401. Being the same premises conveyed to the grantors herein by deed dated January 2, 2003 and

**Longmeadow**

recorded in the Hampden County Registry of Deeds in Book 12943, Page 5. The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

**TERMS OF SALE:**

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagee, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

Other terms, if any, to be announced at the sale.

The Bank of New York Mellon, 170/170, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7, Present Holder of said Mortgage, by its Attorneys,

ORLANDO PC  
P.O. Box 540540  
Waltham, MA 02454  
Phone: (617) 796-7800  
17-01-1961  
(August 3, 10, 17)

SUP 97

WESTERN DIVISION  
HOUSING COURT

**ANSWER FORM**  
**COMMONWEALTH OF MASSACHUSETTS**  
**TRIAL COURT**

2010 JAN 16 a. Amherst, ss:  
County

c. Western Housing Court  
Name of Court

f. 1958196  
Docket No. Summary Process

b. Trial Date ☐ Original Trial Date: \_\_\_\_\_ (No Discovery requested)  
☒ Rescheduled Trial Date: 2/7/19 (Discovery requested)

c. Bank of New York Mellon  
Plaintiff(s) – Landlord(s)

vs.

d. Alton King JR  
Defendant(s) – Tenant(s)

**SUMMARY PROCESS ANSWER**  
☐ COUNTERCLAIMS  
☐ WITH JURY TRIAL REQUEST

**Facts**

1. ☒ My name is Alton King JR
2. ☒ I live at 49 Memory Lane, Longmeadow MA. I moved in on or about June 2004
3. ☐ I pay \$ \_\_\_\_\_ in rent per (month/week). 01106
4. ☐ I receive a rent subsidy. The full contract rent is \$ \_\_\_\_\_.
5. ☐ I do \_\_\_/do not \_\_\_ have a written lease.
6. ☒ I deny that I live in my home unlawfully and against the right of the landlord.
7. ☒ I deny that I owe the amount of rent or use and occupancy listed in the landlord's complaint.
8. ☐ I no longer live at the address listed in the complaint.

**Defense**

**Tenancy Not Properly Terminated and/or Case Not Properly Brought**  
Mass. Gen. Laws, c. 186, §§11-13, 17

9. ☐ I never received a Notice to Quit.
10. ☐ The landlord did not terminate my tenancy properly.
11. ☐ The landlord started this case before the Notice to Quit expired.
12. ☐ The landlord is a corporation or other business entity and this case was not brought by an attorney so it should be dismissed.
13. ☐ The Summons and Complaint is defective and/or was not properly served/filed.
14. ☐ If I have ever owed the landlord rent, I paid or offered to pay it all within the time allowed by law.
15. ☐ Even if my tenancy was terminated, a new tenancy was created by my landlord's conduct.
16. ☐ The Complaint and the Notice to Quit state inconsistent reasons for eviction.
17. ☒ The landlord does not have a superior right to possession and/or does not have standing to bring this action.
18. ☒ The landlord's case should be dismissed because they did not comply with paragraph 22 of my mortgage

and the foreclosures resulted from the bank's improper approval of repairs that caused damage to the home.

*Defense*

**Failure to Comply with Rules for  
Public and Subsidized Housing**

19. ☐ I am a tenant in public or subsidized housing and:
- a. ☐ The landlord did not terminate my tenancy as required by the lease or program rules or use restrictions that apply to the property.
  - b. ☐ I am a tenant under the Section 8 Program and the landlord did not provide a copy of the Notice to Quit in a timely way to the agency that oversees my voucher.
  - c. ☐ I am a tenant in public or subsidized housing and the landlord does not have *good cause* to evict me as required by the lease and/or program rules.
  - d. ☐ I am a tenant in public or subsidized housing and the landlord did not give me my right to a grievance hearing or conference as required by the lease and/or program rules or I requested a hearing/conference and the process was not completed before I received the complaint.
  - e. ☐ I reside in federal public housing or subsidized Section 8 or other covered federal housing and have a defense under the Violence Against Women Act (42 U.S.C. 14043e-11).

*Defense*

**Retaliation**

Mass. Gen. Laws c. 239, §2A; c. 186, §18

- ☐ Counterclaim where tenancy is terminated for nonpayment of rent or without fault
20. ☐ The landlord is trying to evict me and/or retaliate against me because:
- a. ☐ I withheld rent because of bad conditions, and/or told the landlord about bad conditions.
  - b. ☐ I reported bad conditions in writing to the landlord.
  - c. ☐ I reported bad conditions orally and/or in writing to a public agency.
  - d. ☐ I took part in a tenants' meeting or organization.
  - e. ☐ I brought a case/claim against the landlord.
  - f. ☐ I or a member of my household took action to obtain a protection order under G.L. c. 209A or a harassment prevention order under G.L. c. 258E;
  - g. ☐ I or a member of my household reported an incident of domestic violence, rape, sexual assault or stalking to law enforcement or reported a violation of a protection or harassment prevention order.
  - h. ☐ I am a survivor of abuse, sexual assault, rape or stalking and the landlord is evicting me for exercising my rights to break my lease or change my locks for safety reasons under G.L. c. 186, §§23-29.
  - i. ☐ Other: \_\_\_\_\_

This defense entitles me to possession. Where this is raised as a counterclaim, this entitles me to one to three times the rent (calculated at the full contract rent for tenants with subsidies) or my actual damages, whichever is greater.

21. ☐ I am entitled to a presumption of retaliation because the landlord took action against me within 6 months of any of the above (listed in 20b through 20i).

*Defense*

**Discrimination**

Mass. Gen. Laws c. 239; c. 151B;  
Federal Fair Housing Act; Americans With Disabilities Act;  
and/or Section 504 of the Rehabilitation Act

- ☐ Counterclaim where tenancy is terminated for nonpayment of rent or without fault
22. ☐ My landlord has discriminated against me and/or a member of my household based on:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Family status (having children) | <input type="checkbox"/> Race               | <input type="checkbox"/> National Origin |
| <input type="checkbox"/> Age                             | <input type="checkbox"/> Religion           | <input type="checkbox"/> Disability      |
| <input type="checkbox"/> Public or Rental Assistance     | <input type="checkbox"/> Sex                | <input type="checkbox"/> Color           |
| <input type="checkbox"/> Gender Identity                 | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Other: _____    |
| <input type="checkbox"/> Marital Status                  | <input type="checkbox"/> Veteran's Status   |  |

**"Reasonable Accommodation" Based on Disability (Physical and/or Mental)**

*See BHA vs. Bridgewater*, 452 Mass. 833 (2009)

23. ☐ I (and/or a member of my household) have a disability and I request/have requested that the landlord make changes in its rules or do what is necessary for me to have a fair housing opportunity. Failing to provide a reasonable accommodation to a qualified person with a disability is disability-based discrimination. *Note:* This may include allowing the tenant to get help or do something necessary to address a lease violation.

**Sexual Harassment**

*See Gnerre v. MCAD*, 402 Mass. 502 (1988); Mass. Gen. Laws c. 151B, §4(6)

24. ☐ My landlord (or an agent/representative of my landlord) discriminated against me based on my sex/gender by sexually harassing me. This activity made my apartment less desirable to me. Check all that apply:
- ☐ I have been subjected to unwanted/unsolicited harassment of a sexual nature (includes verbal harassment and non-consensual physical acts of a sexual nature).
  - ☐ I have been asked or pressured to give sexual favors.
  - ☐ Terms of my tenancy were changed because of my response to the sexual harassment.
  - ☐ I felt unsafe or uncomfortable in my home as a result of sexual harassment.

*Defense*

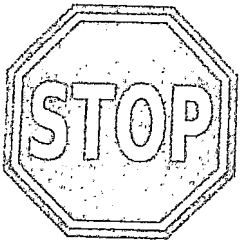
**Tenant Not Responsible for Alleged Behavior**

25. ☐ I/a household member/guest did not do what my landlord alleges is the reason for eviction.
26. ☐ What my landlord is claiming is not a violation of the rental agreement.
27. ☐ I am a tenant in state public housing and the landlord is evicting me for alleged behavior of a household member, guest, or someone over whom I had no control. I did not violate my lease or any law. I had no way to control or no reason to know about the alleged behavior.

*Defense*

**Tenant Should Not Lose His/Her Apartment  
(Avoidance of Forfeiture)**

28. ☐ Based on principles of equity and fairness, it is unfair to evict me.



**READ  
THIS  
BOX**

If you are being evicted for "fault" (the landlord claims you did something wrong other than not paying your rent), skip questions #29-61 then go directly to #62 and complete the rest of the form.

If you are not being evicted for "fault," complete #29-61, then go directly to #62 and complete the rest of the form.

If you are a former owner being evicted after a foreclosure, skip questions #48-61, go directly to #62 and complete the rest of the form.

If you are a tenant being evicted after a foreclosure, complete #29 - to the end of the form.

*Defense & Counterclaim or Former Owner's Offset to Any Claim for Use and Occupancy*

### Bad Conditions in My Home and Other Claims

Mass. Gen. Laws c. 239, §8A; c. 93A; and/or Implied Warranty of Habitability

29. ☐ I have a defense and counterclaim because of past or present problems in or around my home that the landlord knew or should have known about, including but not limited to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> cockroaches, other insects, mice or rats | <input type="checkbox"/> defective or leaky windows           |
| <input type="checkbox"/> water leak and plumbing problems         | <input type="checkbox"/> defective ceilings, walls, or floors |
| <input type="checkbox"/> electrical problems                      | <input type="checkbox"/> problems with heat and/or hot water  |
| <input type="checkbox"/> lead paint                               | <input type="checkbox"/> defective locks or security problems |
| <input type="checkbox"/> other: _____                             |   |

30. ☐ The landlord knew or should have known about the bad conditions because:
- ☐ I told the landlord orally.
  - ☐ I told the landlord in writing.
  - ☐ The landlord was notified by Inspectional Services, Board of Health, housing agency, or someone else.
  - ☐ All or some of the conditions existed when I moved in.
  - ☐ All or some of the conditions existed when the landlord purchased the property or at the time of foreclosure.
  - ☐ All or some of these conditions exist in common areas that the landlord has access to.
  - ☐ Other: \_\_\_\_\_

I am entitled to damages for the reduced value of my home, calculated as the difference between: (a) the full market rental value of my home in good condition, and (b) the reduced value of my home in its bad condition. *(If the rent is subsidized, the damages are calculated based on the full rental value and not just the tenant's share.)* I am also entitled to damages for any other losses, injuries, or expenses resulting from bad conditions.

*Defense & Counterclaim*

**Violation of the Security Deposit Law**

Mass. Gen. Laws c. 239, §8A; c. 186, §15B; and/or c. 93A

31. ☐ I paid a security deposit of \$ \_\_\_\_\_ to my current/former (*circle which one*) landlord.
32. ☐ The landlord violated the security deposit law in the following way(s):
- a. ☐ Charging more than 1 month's rent for the deposit,  
*allowing me 3 times the deposit and interest required by law.*
  - b. ☐ Not putting the deposit in a separate bank account,  
*allowing me 3 times the deposit and interest required by law.*
  - c. ☐ Not giving me the required receipts,  
*allowing me 3 times the deposit and interest required by law.*
  - d. ☐ Not paying or deducting from my rent yearly interest,  
*allowing me 3 times the interest owed on the deposit.*
  - e. ☐ Not giving me the required statement of conditions,  
*allowing me \$25.*
  - f. ☐ Not taking responsibility for the security deposit I paid to the prior landlord,  
*allowing me 3 times the deposit and accrued interest.*
  - g. ☐ Other \_\_\_\_\_

*Defense & Counterclaim*

**Last Month's Rent**

Mass. Gen. Laws c. 239, §8A; c. 186, §15B; and/or c. 93A

33. ☐ I paid last month's rent of \$ \_\_\_\_\_ to my current/former (*circle which one*) landlord and my landlord has not paid me yearly interest or given me rent credit for this interest, entitling me to three times the amount of interest owed.

*Defense & Counterclaim*

*Or Offset to Any Claim for Use and Occupancy*

**Interference with Utilities and Use of Home  
(or Breach of Quiet Enjoyment)**

Mass. Gen. Laws c. 239, §8A; c. 186, §14; and/or c. 93A

34. ☐ The landlord did the following:
- a. ☐ Did not provide adequate heat.
  - b. ☐ Did not provide adequate hot water.
  - c. ☐ Did not pay for utilities that were the landlord's responsibility.
  - d. ☐ Shut off my utilities.
  - e. ☐ Locked me out of my home.
  - f. ☐ Put my possessions out without a court order.
  - g. ☐ Allowed bad conditions to exist in my home.
  - h. ☐ Entered my home without my permission and/or notice.
  - i. ☐ Interfered with my right to enjoy my home in other ways by:  
\_\_\_\_\_
35. ☐ I have been billed for heat, hot water, electricity and/or gas and the landlord and I did not have a *written* agreement requiring me to pay for these utilities. I request that the landlord promptly start paying for such utilities. This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.

36. ☐ I have been billed for gas, oil and/or electricity that go to other people's apartments or common areas (such as hallways, stairways, basements, or porches). This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and/or c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.

This defense and counterclaim entitles me to three times the rent (calculated at the full contract rent for tenants with subsidies) or my actual damages, whichever is greater.

*Defense & Counterclaim*

**Rent Liability in Public and Subsidized Housing**

37. ☐ The housing authority is responsible for rent.  
38. ☐ The housing authority stopped payments to the landlord because repairs were not made.  
39. ☐ The housing authority/owner failed to properly calculate rent or to adjust the rent, and therefore I am entitled to a recalculation of rent.  
40. ☐ The landlord charged me more rent than the amount approved by the housing agency.

*Defense & Counterclaim*

*Or Offset to Any Claim for Use and Occupancy*

**Violation of the Consumer Protection Law**

Mass. Gen. Laws c. 239 §8A, and/or c. 93A

41. ☒ Each of the acts stated in this Answer/Counterclaims was unfair and/or deceptive. My landlord is covered by this law because she or he is not a housing authority or the owner-occupant of only a 2 or 3-family property in which I live. This pleading is a demand for a reasonable settlement offer.  
42. ☐ The landlord acted in the following additional unfair or deceptive ways:  
a. ☐ The landlord charged me late fees before my rent was thirty days late.  
b. ☐ The landlord charged a rent amount that I never agreed to pay.  
c. ☐ The landlord charged me constable or court fees unlawfully.  
d. ☐ There are unlawful terms in my lease.  
e. ☐ Other: \_\_\_\_\_

Therefore, under G.L. c. 93A, I am entitled to statutory damages for each violation, or actual damages (doubled or trebled because the landlord's conduct was willful and knowing), whichever is greater.

**Other Defenses & Counterclaims**

43. ☐ My rent is paid by the Department of Transitional Assistance through vendor payments; therefore, I had no control over nonpayment of the rent.  
44. ☐ I have exercised my rights under the repair and deduct statute (G.L. c. 111, §127L).  
45. ☐ The landlord required me to pay for water in violation of G.L. c. 186, §22.  
46. ☒ Foreclosure-related defenses/counterclaims (G.L. c. 93A):  
a. ☐ The foreclosure is void due to failure to comply with the: (i) power of sale in the mortgage contract, (ii) statutory or regulatory foreclosure requirements, and/or (iii) Note holding/transfer requirements pursuant to applicable law.  
b. ☒ I was treated unfairly with respect to loan modification and/or alternatives to foreclosure.  
c. ☒ I was treated unfairly with respect to pre-foreclosure notices.  
d. ☒ My loan was predatory, unfair, and/or was unaffordable based on my income.

47. ☒ I have other defenses or counterclaims as follows:

failure to make a good faith effort to  
avoid foreclosure.

AK

## Evictions after Foreclosure

### *Defenses & Counterclaims*

#### **For Tenants Post-foreclosure**

**No just cause to evict tenants from properties when plaintiff is  
a bank or other "foreclosing owner"**

Mass. Gen. Laws c. 186A, §2; c. 186, §14; and c. 93A

48. ☐ I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.
49. ☐ Because the plaintiff does not have just cause to evict me and there is no binding purchase and sale agreement on the property as required by G.L. c. 186A, §2, this case should be dismissed.
50. ☐ The plaintiff's service of a Notice to Quit or other actions to force me to vacate the premises without just cause or without a contract for sale on the property violate G.L. c. 186A, §2; c. 186, §14; and c. 93A.
51. ☐ This defense and counterclaim entitles me to possession and damages under G.L. c. 186, §14, and/or c. 93A.

### *Defense & Counterclaim*

#### **For Tenants Post-foreclosure**

**Failure to comply with notice provisions of Mass. Gen. Law c. 186A  
when plaintiff is a bank or other "foreclosing owner"**

Mass. Gen. Laws c. 186A, §3 and §4; c. 186, §14; and c. 93A

52. ☐ I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.
53. ☐ Within 30 days of foreclosure, the plaintiff did not post, deliver or slide under my door a notice giving the plaintiff's contact information and information about who to call for repairs in violation of G.L. c. 186A, §§3 and 4.
54. ☐ The plaintiff served me with a Notice to Quit less than 30 days after it posted and delivered the required contact information in violation of G.L. c. 186A, §§3 and 4.
55. ☐ The plaintiff did not provide me with a written notice about my right to a court hearing in violation of G.L. c. 186A, §§3 and 4.
56. ☐ The plaintiff did not give me written notice claiming that I had substantially violated my lease or tenancy in violation of G.L. c. 186A, §4.
57. ☐ The plaintiff did not give me 30 days to cure the claim that I substantially violated my lease or tenancy in violation of G.L. c. 186A, §4.
58. ☐ The plaintiff did not inform me of the amount of monthly rent it claims and to whom the rent should be paid in violation of G.L. c. 186A, §§3 and 4.
59. ☐ Because the plaintiff did not comply with the notice requirements of G.L. c. 186A, §§3 and 4, this case should be dismissed.
60. ☐ This defense and counterclaim entitles me to possession and damages under G.L. c. 186, §14, and/or G.L. c. 93A.

*Defense*  
**For Tenants and Owners Post-Foreclosure**  
**Plaintiff has no standing/no superior right to possession**

61. ☒ The plaintiff's case should be dismissed because it does not have proper title to the property and therefore it cannot prove a superior right to possession of the property and the foreclosure is void. *Wayne Inv. Corp. v. Abbott*, 350 Mass. 775 (1966) (title defects can be raised as defense in summary process); G.L. c. 239, §1 (summary process available to plaintiff only if foreclosure carried out according to law).

## WHAT I WANT THE COURT TO DO

62. ☒ On all claims and defenses, award me possession of my home.  
63. ☒ On all claims and defenses, award me money damages, costs, attorney's fees (where applicable), and such other relief as is fair.  
64. ☒ On my claims and defenses, set aside and/or declare void the foreclosure upon my home, or grant other equitable and/or declaratory relief with respect to possession of my home.  
65. ☐ Other:
- 
- 
- 

### The Court Should Allow Me to Stay in My Home

Mass. Gen. Laws c. 239, §8A (5th para.)

66. ☐ I request that the court apply G.L. c. 239, §8A (which applies both to non-payment and to no-fault evictions) to allow me to stay in my home as follows:
- a. Because the money owed to me on my counterclaims is greater than the amount of rent owed to the landlord, I win the eviction (possession of the property should be awarded to me in this action); or
  - b. I am entitled to the opportunity to pay to the court within seven (7) days the difference between what the court finds I owe my landlord and what the landlord owes me in order to keep possession of my home.

### The Court Should Order the Landlord to Make Repairs

Mass. Gen. Laws c. 239, §8A (4th para.), and/or c. 111, §127I

67. ☒ I request the court to order the landlord to correct the defective conditions in my home.

### The Court Should Order the Landlord to Make Reasonable Accommodations

Federal Fair Housing Act; Americans With Disabilities Act; Section 504  
and/or Mass. Gen. Laws c. 151B

68. ☒ I and/or a member of my household have a disability and I request the court to order the landlord to accommodate the disability by stopping the eviction and/or taking steps to provide an accommodation to allow me to remain in my home.

## The Court Should Find That I Was Not At Fault

69. ☐ The court should find that the landlord has not proven that I was at fault. This is a fault eviction case in which the landlord claimed I did something wrong (other than nonpayment of rent). The landlord did not prove that I did anything serious enough to justify eviction; therefore, the court should allow me to stay in my home.

## The Court Should Allow Me More Time to Move

Mass. Gen. Laws c. 239, §9 or Court's Equitable Authority

70. ☒ If the court awards possession to the landlord, I need time to move. (The court may award *up to one year* for a household with an elderly or disabled person, or *up to six months* for any other tenant.)
- a. ☐ I am and/or a member of my household is elderly (over 60) or disabled.
- b. ☐ The court should also consider my situation as follows: \_\_\_\_\_

## Request for a Jury Trial

Part I, Article XV of the Mass. Constitution; USPR 8; Mass. Gen. Laws c. 185C, § 21 and c. 218, §19B

- ☐ I claim my right to a trial by jury. (Jury trials are available in all courts.)

**Note to Tenants:** If you check this box, go back to the first page of this form and check the box in the heading that says "With Jury Trial Request."

If you have checked any counterclaims (boxes 29-61), go back to the first page of this form and check the box in the heading that says "Counterclaims."

I hereby certify that I delivered or mailed (*circle which one*) a copy of this Answer to the landlord or his/her lawyer on 12/14/18 (date).

**Note to Tenants:** This Answer must be filed in court **AND** a copy received by your landlord, or by his/her lawyer if represented, **ON OR BEFORE** the first Monday after the Entry Date listed on the Summons and Complaint.

Signature of Tenant(s) (or Former Owner of Record)

Printed Name

Signature of Tenant(s) (or Former Owner of Record)

Printed Name

**Note:** Each person named as a Defendant in the Complaint **MUST** sign this Answer or file a separate Answer in order to protect his/her own rights.

Address

49 Menem Lane

Apt. No.

City

Longmeadow

State

MA

Zip

01106

Telephone Number

413 250 0098

Date

12/14/18

Email (if any)

alkingjr2@comcast.net

SUP 106

Booklet 3 ▲ 471

Prepared in part with the assistance of counsel

CRIMINAL DIVISION  
OUT OF COURT

19-SP-190

## DISCOVERY FORM

(Please print or type)

### COMMONWEALTH OF MASSACHUSETTS TRIAL COURT

1. Hampton, ss:  
County

2. Housing  
Name of Court

3. 19-SP-190  
Docket No. Summary Process

4. Bank of New York Mellon as Trustee  
Plaintiff (Bank or Other Owner)

vs.

5. Alton King  
Defendant (Tenant(s))

**[POST FORECLOSURE]  
DEFENDANT'S REQUEST FOR  
DISCOVERY (INTERROGATORIES,  
DOCUMENT REQUESTS, and  
REQUESTS FOR ADMISSIONS)**

6. Feb 7, 2019  
Rescheduled Trial Date

### Notice to Plaintiff

- A. Because this Discovery has been filed and served, the trial date is automatically postponed for two weeks until the date stated above. If a jury trial has been requested, then a pre-trial conference may be held on the Rescheduled Trial Date (after or at which time a jury trial date will usually be assigned).
- B. You are required by law to answer the interrogatories (questions) checked off below truthfully and fully, and to sign them under the pains and penalties of perjury. Before each of your answers, you must re-state the interrogatory to which you are responding. Include all information that is available to you and to those who work with and for you. You must also provide any and all requested documents in your possession (or control) or that of your agents or employees.
- C. The court and the Defendant must receive your responses to these questions and request for documents no later than ten (10) days after you or your attorney receives this Request for Discovery. Answers should be mailed or delivered to the Defendant's Unit (or to his/her attorney, if s/he is represented).
- D. You are also required to supplement and/or amend your responses to this Discovery if after you have responded you learn:
1. The identity of other persons with information about the questions asked (including expert witnesses you intend to have testify at trial); and/or
  2. That any of the information you gave in the responses was incorrect when made or is no longer correct.

- E. If any documents that are responsive to the requests for production of documents checked off below are redacted or are not produced based on a claim of privilege or on any other grounds, please identify as to each such document or part of such document:
1. The nature of the privilege claimed; and
  2. The factual and legal basis of the claim of privilege or ground for not producing the document.
- F. As required by Mass. R. Civ. Proc. 26(b)(5), as amended:
- When a party withholds information otherwise discoverable under these rules by claiming that it is privileged or subject to protection as material prepared in anticipation of litigation or for trial, the party shall make the claim expressly and, without revealing information that is privileged or protected, shall prepare a privilege log containing the following information: the respective author(s) and sender(s) if different; the recipient(s); the date and type of document, written communication or thing not produced; and in general terms, the subject matter of the withheld information.
- G. Unless otherwise specified, the applicable time period for these requests is the period of the Defendant's occupancy of the Unit (including one month afterward if the Defendant has vacated) or, at minimum, the period from Your involvement with the Mortgage or Property going forward.
- H. Whenever a person is identified in response to these interrogatories, in addition to her/his name, please furnish such person's business and residential addresses and telephone number.

## DEFINITIONS

- A. The terms "You," "Your" and "Plaintiff," include the Plaintiff named above and any and all other persons or entities with any asserted ownership in the Property, as well as Plaintiff's predecessors, principals, agents, loan servicers, brokers, employees, relatives, attorneys, and anyone acting on their behalf.
- B. The term "Property" refers to the subject premises, as well as common areas, and any other Units at the address where the Defendant's Unit is located, and is meant to encompass terms such as "premises," "land," "building," and the like.
- C. The term "Unit" refers to the house or unit that the Defendant occupies, including the exterior and common areas.
- D. The term "Defendant" includes the defendant(s) named above and his or her agents, relative(s), attorney(s) and anyone else acting on the Defendant's behalf.
- E. The term "Mortgage Loan" refers to a temporary provision of money secured through the granting of a Mortgage and the ownership of Note.
- F. The term "Note" means the promissory note signed by the Borrower and secured by the Mortgage.
- G. The term "Noteholder" means the entity actually having in its physical custody the original executed Note.
- H. The term "Mortgage" means the security instrument for the Property on which You foreclosed.

- I. The term "Borrower" (or "Mortgagor") means the Borrower(s) listed on the Mortgage.
- J. The term "Mortgagee" refers to the person or entity granting the Mortgage or its Assignee.
- K. The term "Lender" refers to the person or entity funding the loan (which may or may not be the same as the Mortgagee).
- L. The term "Servicer" refers to any entity or company that manages or managed the Mortgage Loan and to which Mortgage Loan payments were to be made.
- M. The term "Foreclosure" or "Foreclosure Sale" means the auction at which You asserted that the Borrower's rights under the Mortgage were extinguished.
- N. The term "Foreclosing Entity" means any entity that exercised the Power of Sale and/or initiated or conducted foreclosure on the Unit or Property.
- O. The term "Document" includes: writings, videotapes, electronic mail or other documents electronically stored and/or transmitted, drawings, graphs, charts, photographs, digital images, recordings, contracts, agreements, correspondence, memoranda, reports, notes, requests, bills, orders, notices, writs, declarations, complaints, answers and other court pleadings, schedules, tabulations, checks, diary entries, telegrams, diagrams, films, newspaper clippings, and other writings and recordings of whatever nature. A draft or non-identical copy is a separate document within the meaning of this term.
- P. The term "Communication" means the transfer, exchange, disclosure, or transmittal of information (in the form of facts, ideas, inquiries, or otherwise), whether orally, or in writing, whether face to face, by telephone, by mail, by personal delivery, by computer, by e-mail, or otherwise.
- Q. The term "Fannie Mae" or "FNMA" refers to Federal National Mortgage Association, and the term "Freddie Mac" or "FHLMC" refers to Federal Home Loan Mortgage Corporation.
- R. The term "HUD" refers to the U.S. Department of Housing and Urban Development.
- S. The term "FHA" refers to the Federal Housing Administration.

## INTERROGATORIES

NOTE TO DEFENDANTS:  
CHECK NO MORE THAN THIRTY (30) BOXES FOR INTERROGATORIES

- I - 1. ☒ Please identify any persons with knowledge in this matter, including but not limited to the facts alleged in Your Complaint, the Defendant's Answer and Counterclaims, or your responses to these discovery requests providing for each:
- a. his or her name, occupation/title, telephone number, and address;
  - b. such person's relationship to You (employee, agent, contractor, or the like);
  - c. any actual involvement with the Property on the part of such person;
  - d. the factual substance of the information known to such person; and
  - e. the expert qualifications, if any, of said person.
- I - 2. ☒ Please describe in detail the Plaintiff's relationship to the Foreclosing Entity, if any, including, but not limited to, pursuant to any servicing agreements, powers of attorney, or other delegations of authority:
- a. at the time the Pre-foreclosure Notices were sent;
  - b. at the time of the Foreclosure Sale; and
  - c. at the initiation of this Summary Process action (duly noting any change since).
- I - 3. ☒ Please describe the physical custody and ownership/holding of the Note in detail including but not limited to:
- a. the physical location(s) of the original Note at all times from the date of the Mortgage through the present;
  - b. any and all transfers in ownership of the Note (or a beneficial interest therein) from the date of the Mortgage through the present (specifying dates, any sums paid, and parties to/from whom such interest was transferred); and
  - c. the specific nature of the relationship between the holder of the Note and any entity undertaking foreclosure activity (if such entities are distinct), including but not limited to a description of any authority to act granted by such holder at the following times:
    - i. issuance of any acceleration notice(s) pursuant to the Mortgage;
    - ii. issuance of any notices of right to cure pursuant to G.L. c. 244, §35A;
    - iii. issuance of any notice(s) of foreclosure sale; and
    - iv. sale of the Property by foreclosure deed or otherwise.
- I - 4. ☒ Please describe in detail the factual knowledge of the signor of any Affidavit required by G.L. c. 244, §15, including but not limited to: a. what, if any, information the signor reviewed before swearing to its contents, e.g. computer records, written documents, newspaper publications and the like; b. any person with whom the affiant spoke regarding the mortgage loan, compliance with G.L. c. 244, §14, and/or the foreclosure auction; and c. the actual involvement, if any, of the signor in servicing the Mortgage and/or the foreclosure process.

- I - 5. ☒ Please identify in detail anyone retained or authorized to act on Your behalf relating to: the foreclosure, the sale, management and/or maintenance of the Property, and/or the eviction of the Defendant (e.g. agents, employees, brokers, and the like), stating for each their identity and title; the effective date, nature and scope of such person's duties, and the substance of such person's knowledge and actual involvement with the Property.
- I - 6. ☒ Please describe in detail any Mortgage(s) and/or Note(s) given or acquired by You with regard to the Property, including but not limited to:
- a. the date(s) of such document(s);
  - b. the date(s) of all assignment(s) of such Mortgage(s), and/or Note(s) including to You, and by whom the Mortgage(s) and/or Note(s) were assigned;
  - c. the date(s) of all endorsements of the promissory Note, including to You;
  - d. the type (i.e., fixed and/or adjustable), and amount and effective date(s) of interest rate(s), and the amount(s) of monthly payments or other payment schedule, and any changes thereto;
  - e. the date and amount of the last monthly payment received and to what month said payment was applied or how it was otherwise credited;
  - f. the dates, amounts and nature of any fees, charges or assessments against the loan(s); and
  - g. the current balance on the loan(s) broken down into: principal, current due interest, past due interest, penalties, fees, charges, and assessments.
- I - 7. ☒ Please describe in full detail any scheduled foreclosure sale and surrounding events, including but not limited to:
- a. how, when, in what manner, and in what publication the foreclosure sale was advertised;
  - b. what, if any, open houses or views were scheduled or advertised (and if so, when) to allow prospective buyers to see the Property;
  - c. how, when, and by whom entry was made onto the Property prior to foreclosure sale;
  - d. an identification of the auctioneer and all others who attended either an open house and/or the foreclosure sale;
  - e. if there was one or more postponement(s) of foreclosure sale, how, when (date and time), where and by whom each such postponement was announced;
  - f. the amount of any bids that were made at such sale; and
  - g. a full accounting of amounts received upon or after foreclosure sale identifying amounts paid toward the mortgage(s); toward costs of sale or auction; other associated charges or fees; and any surplus or overage payable to the Defendant.
- I - 8. ☒ Please describe in what if any manner the Foreclosing Entity became the Mortgagee and/or Lender (specifying which, and how and when).

## DISABILITY AND REASONABLE ACCOMMODATION

- I - 9. ☒ Please describe any knowledge, information, or beliefs You have of the Defendant or a household member having any mental and/or physical disability, including but not limited to how You were made aware of such disability and what disability You believe or were informed the Defendant or the household member has.
- I - 10. ☒ Please describe in detail any requests made by or on behalf of the Defendant or household member for an accommodation (e.g., a change in rules or policy, a physical change to the Unit, not proceeding with an eviction, or other special treatment) due to her/his disability, including but not limited to:
- a. when and how the Defendant or other person asked You for an accommodation;
  - b. what s/he requested that You do or not do on account of her/his disability;
  - c. your response; and
  - d. if You denied the request, the reasons for such denial, including the complete factual basis for any denial based on financial or administrative burden, and/or the alleged unreasonableness of the request.
- I - 11. ☒ If you contend that You are not covered by any obligation to provide reasonable accommodations to Defendant or members of Defendant's household, please state all facts supporting such contention.

## FANNIE MAE/FREDDIE MAC

(ONLY WHERE EITHER FNMA OR FHLMC IS PLAINTIFF)

- I - 12. ☐ Please describe the involvement of Fannie Mae/Freddie Mac with the Defendant's Mortgage in complete factual detail, including but not limited to the substance of any guarantee/insurance and all related terms and conditions (including e.g. any applicable servicing guidelines), any exchange of compensation concerning the Mortgage (dollar amount, date, and entities involved), and any FNMA/FHLMC involvement in, or conditions or requirements concerning modification of Defendant's mortgage.
- I - 13. ☐ Please specify any time period(s) when the Note was held by Fannie Mae/Freddie Mac.
- I - 14. ☐ If Fannie Mae/Freddie Mac acquired the Property through the foreclosure action or an assignment of bid, please explain what if any rental, buy-back, or relocation programs You offered the Defendant after the foreclosure.

## FHA

- I - 15. ☐ If this Mortgage Loan was insured by the Federal Housing Administration (FHA/HUD), please describe how the Lender or entity initiating or carrying out foreclosure complied with HUD requirements for such loans, including but not limited to the provision of all required notices (e.g. notices about the Right to Request an Occupied Conveyance), all efforts to arrange a "face to face interview," the acceptance of any partial mortgage payments, and the like.

- I - 16. ☐ Please provide the name and locations of all branches of any kind of the Lender/Mortgagee (or its servicer) or Foreclosing Entity within a 200-mile radius of the Property, specifying the scope of services available at each.
- I - 17. ☐ If you contend that any of the exceptions to the pre-foreclosure requirement of a face-to-face meeting with the Borrower pursuant to 24 CFR §203.604 and set forth below apply to the instant case, please describe in detail all facts supporting each such contention, including an identification of the source of such facts:
- a. the Mortgagor does not reside in the Property;
  - b. the mortgaged Property is not within 200 miles of the Mortgagee, its Servicer, or a branch office of either;
  - c. the Mortgagor has clearly indicated that s/he will not cooperate in the interview;
  - d. a repayment plan consistent with the Mortgagor's circumstances if entered into to bring the Mortgagor's account current thus making a meeting unnecessary, and payments there under are current; or
  - e. a reasonable effort to arrange a meeting is unsuccessful.

### CONDOMINIUM

- I - 18. ☐ If the unit You foreclosed upon is a condominium, please describe in detail any interactions You have had with the condominium association, including, but not limited to:
- a. all efforts You have made to appoint any trustee(s) or otherwise participate in the condominium association;
  - b. the substance and date of, and persons involved in, any communications You have had or attempted to have with the association or any trustee;
  - c. whether there has been any allegation that You owe any money to the condominium association and if so, how much;
  - d. what if any payments You have made to the condominium association for the Unit or any other purpose;
  - e. what if any efforts You have made to ensure that the association pays common area utilities and makes repairs in common areas; and
  - f. what, if any, other units You own at the Property.

## COMPLIANCE WITH 186A

- I - 19. ☐ Please describe in detail all oral or written communications You have had with respect to Defendant's occupancy of the Property and/or his or her vacating the Property, including but not limited to the following:
- a. the date and time of the conversation;
  - b. who initiated the conversation;
  - c. where the communication took place;
  - d. the length and substance of the conversation;
  - e. the name of the person acting on Your behalf who had the conversation with the Defendant; and
  - f. the terms of any offer and of any acceptance of such offer (or counter offer) to vacate (e.g. "cash for keys").
- I - 20. ☐ If You claim that the Defendant is not a *bona fide* tenant within the meaning of G.L. c.186A, describe all facts that support such contention.
- I - 21. ☐ If You have an agreement to sell the Property, please describe such agreement in detail, including but not limited to:
- a. the date and terms of any purchase and sale agreement;
  - b. the scheduled closing date, if any;
  - c. the identity and contact address and telephone number of the purchaser and any attorney retained by the purchaser in connection with the sale; and
  - d. whether or not to your knowledge the purchaser intends to occupy the Unit.
- I - 22. ☐ If You informed the Defendant of Your alleged purchase of the Property, please describe every such notification in detail, including:
- a. all information You provided with each notification, whether it was oral or in writing; and
  - b. when, how and by whom it was delivered.
- I - 23. ☐ If You claim to have just cause to evict the Tenant within the meaning of G.L. 186A, please describe all facts that support that contention, including but not limited to:
- a. what happened;
  - b. the dates of each such alleged violation;
  - c. when and how You learned of the alleged violation;
  - d. the names and addresses of anyone with knowledge of or information about such alleged violation;
  - e. the substance of the information known to each person; and
  - f. what if anything You did after becoming aware of each alleged violation, including the substance and date(s) of any written or oral communication to the Tenant regarding such alleged violation and the Tenant's response(s) to such communication(s).

- I - 24. ☐ Please describe any opportunity the Defendant had to cure the conduct that allegedly constitutes just cause for the eviction, including when and how You informed the Defendant of the allegations and the right to cure, and what facts, if any, support the claim that such cure was not effective. If You did not offer the Defendant an opportunity to cure, please describe in detail why not.

### SECURITY DEPOSIT AND/OR LAST MONTH'S RENT

- I - 25. ☐ Please describe in detail how You have handled the Defendant's security deposit and/or last month's rent, including:
- a. whether You requested and/or received the deposit and/or last month's rent from the former landlord and if so in what amount;
  - b. the amount, account number(s), and the name(s) and address(es) of any bank(s) in which You have placed or held the security deposit and/or last month's rent, and the date(s) of the initial deposit in a bank and of any transfer;
  - c. whether the security deposit has at all times since the foreclosure been kept in a separate escrow account protected from creditors, and if not, the reasons why not;
  - d. a full and complete description of any notice(s) You provided to the Defendant about any deposit(s) and/or payment(s) made to a former landlord, including the date(s) of such notice(s);
  - e. if the Defendant claims a violation of the law regarding last month's rent, whether you have paid the Defendant interest on his/her last month's rent;
  - f. if the Defendant claims a violation of the law regarding a security deposit, whether You have paid the Defendant interest on his/her deposit and/or returned the deposit, and if so, the date and amount of any funds so paid; and
  - g. what if any policies, procedures or practices You have regarding tenant's security deposits or prepaid rent concerning properties on which You have foreclosed.

### CONDITIONS

- I - 26. ☐ If You claim that any conditions of disrepair have been caused by the Defendant or anyone acting under his/her control, please describe the factual basis for this allegation with respect to each such condition, including but not limited to:
- a. the dates on which You claim said condition was so caused and on which You became aware of said condition being so caused;
  - b. how You claim that the Defendant caused the condition; and
  - c. the information on which You rely to form such conclusion, including but not limited to, the name, address and telephone number of anyone who provided information to You in this regard.

***Where there are children under the age of six residing in the Unit***

- I - 27. ☐ Please describe in detail facts concerning the existence of any lead paint in the Unit (including common areas), including but not limited to:
- a. Your efforts, if any, to identify the ages of children under six living in the Unit; investigations to determine the existence or location of any such lead paint (including the dates and substance thereof); and
  - b. any notices or other documents You have received concerning such lead paint; and what if any remedial action You have taken in response (including but not limited to investigation and/or action in response to your receipt of the Defendant's Answer indicating the potential existence of lead paint which would endanger a child under the age of six living at the Property).
- I - 28. ☐ If You claim in this action that the Defendant owes you money for use and occupancy or rent of the Unit or for any other reason, please describe:
- a. such amount(s) in detail, including a breakdown of any time period(s) and applicable amount(s) and the basis used for calculating such amount(s);
  - b. any inspections of the Unit performed, inquiries made, photographs taken or the like concerning the Unit's condition;
  - c. an identification of any utilities included in such amount; and
  - d. any communications with the Defendant regarding such amount(s) (including, without limitation, any efforts You made to request payment or inform the Defendant where payment should be sent and in what amount, and any offers to tender or payments made by the Defendant.
- I - 29. ☐ Please describe in detail (providing date, substance, persons involved, and any cost incurred) repairs or maintenance performed to the Unit since Your asserted acquisition, including but not limited to information from:
- a. any visits You made to the Property;
  - b. any communications, whether oral or written, between You and Mortgagor/ Borrowers concerning the Property;
  - c. any inspection or assessment of the Property;
  - d. any other individual, agency, bank, realty, government division, or other entity; and
  - e. any photographs or video images of the Property.
- I - 30. ☐ For each actual or alleged condition of disrepair (including but not limited to those alleged in the Defendant's Answer and Counterclaims), please state:
- a. whether You agree that said condition of disrepair exists or has existed on the Property during the period of Your asserted ownership;
  - b. the date and manner in which You first became aware of said condition of disrepair (even if prior to Your asserted ownership of the Property); and
  - c. the specific steps, if any, You have taken to address each such condition (including the date and substance thereof, cost, and persons involved).

- I - 31. ☐ Please identify and describe in detail all times You were at the Property, including any indoor or outdoor common areas, since acquiring an interest in the Property. For each visit, please include:
- a. the date and length of the attempt;
  - b. the name and title of anyone who visited the Unit or the Property and the name, address and telephone number of anyone else present at the time who has information;
  - c. the purpose of the visit;
  - d. the specific areas of the Unit or Property that were visited;
  - e. whether any photographs and/or video images were taken;
  - f. how and when You let the Defendant know of your plan to inspect and/or to repair;
  - g. what, if anything, the Defendant did or said that prevented or hindered the inspection or repair; and
  - h. what, if any, financial or other loss You suffered as a result of any alleged action or inaction by the Defendant.

#### UTILITIES

- I - 32. ☐ Please describe in full detail the provision of utilities (hot water, water and sewer, heat, gas and electrical service) at the Unit and in the common areas (see State Sanitary Code, 105 C.M.R. 410.020, 410.190, 410.201, and 410.354), including for each such utility without limitation:
- a. the name of the party in whose name the utility is billed or who is otherwise responsible;
  - b. any information received from any source about the utility payment arrangement between the Defendant and the former landlord;
  - c. all efforts You made to determine whether you were responsible for providing each type of utility service;
  - d. the effective dates on which You took responsibility for any utility;
  - e. the substance and date of any communications between You and any other person or entity regarding responsibility for each such utility (including, but not limited to, communications reflecting investigation of utilities at the Property with any utility company or other person/entity), requests for You to take action, and notice of threatened shut-off or interruption; and
  - f. for any utility you claim is the responsibility of the Defendant, all facts upon which You base such claim (including e.g. any written agreement making the Defendant responsible for payment of utilities, steps You have taken to comply with the provisions of G.L. c. 186, §22 with respect to water submetering at the Property and related requirements, and the like).
- I - 33. ☐ If You have received any information with respect to any of the utilities (water, gas, or electricity) at the Property having been shut off, discontinued or threatened to be shut off/discontinued (by You, a utility company, or anyone else), please describe such information in detail, including which utility and when, the reason for the shutoff or notice/threat of shutoff, what if any steps You took in response, and when the utility was turned back on.

## PUBLIC AND SUBSIDIZED HOUSING

- I - 34. ☐ If You have investigated, and/or have knowledge of, the Defendant's receipt of a subsidy or subsidy attached to the Unit or Building, please describe all information with respect to subsidy, including but not limited to:
- a. how and when You first investigated or became aware that the Defendant received a housing subsidy; and
  - b. the full contract rent under the subsidy program and the Defendant's portion of such rent (and whether You have received, been offered, and/or affirmatively rejected rent from a housing agency); c. any and all communications, whether oral or written, You have had with the tenant and/or a housing agency with respect to such subsidy, including but not limited to the substance and date of, and persons involved in, each such communication.
- I - 35. ☐ If the Property or the Tenant's Unit has been converted to the condominium or cooperative form of ownership, or if there is intent to do so, please state:
- a. when the conversion took place or will take place; and
  - b. the substance and date(s) of information or notices, if any, provided the Tenant by the Plaintiff or any other person or entity regarding any rights the Tenant may have under any applicable condominium conversion eviction laws.

## OTHER

- I - 36. ☒ Please describe all documents, including electronically stored information as defined in the rules of civil procedure, related to insurance controversies, litigation, payments, and work performed with the proceeds of insurance payments.
- I - 37. ☒ For all ~~documents~~ electronically stored information, please describe where the information is stored and in what format.

## REQUESTS FOR PRODUCTION OF DOCUMENTS

- D - 1. ☒ All assignments of Mortgage(s) with regard to this Property starting from the Mortgagor/Defendant to You, the Plaintiff.
- D - 2. ☒ The original Mortgage Note(s) bearing all intervening endorsements or Allonges showing a complete chain of endorsement from the originator to the last endorsee.
- D - 3. ☒ Any documents, including but not limited to any affidavits and powers of attorney that demonstrate the foreclosing entity was acting on behalf of the Noteholder.
- D - 4. ☒ If the purported owner of the Mortgage loan for this property is a securitized trust:
- a. all delivery and acceptance receipts for original Mortgage Note into the trust(s);
  - b. all executed pooling and servicing agreements for trust(s) claiming to be owner and holder of Mortgage(s) and Note(s) regarding the Property; and
  - c. any Schedule of Loans reflecting the Defendant's mortgage.
- D - 5. ☒ All documents related to the Foreclosing Entity's strict compliance with the statutory and/or contractual power of sale, including but not limited to the Notice of Right to Cure, Notice of Acceleration, Notice of Foreclosure Sale, Notices of the Sale published in the Newspaper, Affidavit of Compliance as required by G.L. c. 244 §35A(f), and Affidavit pursuant to G.L. c. 244, §15.
- D - 6. ☒ If the Foreclosing Entity and the Noteholder at the time of the Foreclosure are distinct entities, please provide any and all documents related to the nature of the relationship between the Foreclosing Entity and the Noteholder, including but not limited to Servicing Agreements, Delegations of Authority, Powers of Attorney, and the like.
- D - 7. ☐ If You did not purchase the Property at Foreclosure, provide any documents relating to your relationship with that person or entity or any person or entity who was the Mortgagee (directly or as nominee) at any time during the life of the Mortgage or any other mortgage on, or other security interest in, the Property during the Defendant's Occupancy.
- D - 8. ☐ If You and the Foreclosing Entity are distinct entities, please provide any and all documents related to the nature of the relationship between You and the Foreclosing Entity, including but not limited to servicing, purchasing and/or other agreements.
- D - 9. ☐ All documents reflecting or concerning whether You have received or are likely to receive any remuneration for Your role in the foreclosure process for, or ownership, management, or maintenance of, the Unit or Property.
- D - 10. ☒ All documents concerning Your relationship with other persons or businesses who are authorized to act on Your behalf with regard to the Unit or Property and/or that concern the scope of such persons' or businesses' authority and responsibility with regard to the Unit or Property, including but not limited to any powers of attorney, real estate brokerage agreements, property management agreements, and any applicable documents concerning servicing, Real Estate Offerings ("REO"), or other agreements.

## **PUBLIC AND SUBSIDIZED HOUSING/GOVERNMENTAL ASSISTANCE**

- D - 11. ☐ All leases or rental agreements between the Defendant and any current or former owner of the Unit and any related subsidy contracts between the owner and any governmental agency providing subsidy on Defendant's behalf and/or providing subsidy to the Unit or the Property in which the Unit is located or providing low-income tax benefits to the Unit or Property.
- D - 12. ☐ All documents concerning communications between the Plaintiff or its agents and any housing authority or subsidy agency regarding the Defendant, the Unit, or the Property.
- D - 13. ☐ All documents pertaining to any request by any Defendant or occupant at any Property You owned that You enter into a housing subsidy contract or otherwise accept payments through Section 8 or similar rental subsidy program and Your response thereto.
- D - 14. ☐ All agreements, contracts, vouchers, checks, records, notices, correspondence or other documents concerning rental assistance You received from any governmental agency in connection with the tenancy of the Defendant or any other occupant or potential occupant of any other property You own or manage.
- D - 15. ☐ All documents concerning income eligibility or other use restrictions for the Unit and/or Property.
- D - 16. ☐ All letters and other written communications between You and any housing authority or agency, e.g., DHCD (formerly EOCD), MHFA, HUD, and/or any other relevant agency concerning the Defendant or the Unit.

## **OTHER**

- D - 17. ☒ All documents which support or refute your claim of title to the Property or superior right of possession.
- D - 18. ☒ All documents concerning the Defendant's or household member's disability and/or need for accommodation (i.e., a change in rules or policy/practice, a physical change in the Unit, etc.), including but not limited to: any request that the Defendant or anyone on his/her behalf has made to You, Your response to such request, any offers of reasonable accommodation that You otherwise have made to the Defendant or household member, notes, internal communications, and any reasonable accommodation forms, policy or the like that You have in use.
- D - 19. ☒ If You assert that any request(s) for accommodation made on behalf of the Defendant would be unreasonable and/or would constitute an undue financial or administrative burden, please describe the reasons for such assertions in full factual detail.
- D - 20. ☐ If the Mortgage is an FHA-insured loan, any and all documents concerning notice or other requirements (or exceptions thereto) pursuant to HUD regulations (24 CFR Part 203) governing FHA-insured loans, including but not limited to: communications or other documents concerning: a. Occupied Conveyance; and b. a "face-to-face interview" with the Mortgagee.

- D - 21. ☐ All documents concerning actual or proposed condominium or cooperative status or conversion of the Unit or Property, including but not limited to:
- a. documents related to the establishment of a condominium, by-laws, master deed, and named trustees (including appointment thereof or changes thereto);
  - b. correspondence between You and any condominium association or representative; record of payments made by You to any condominium association or representative for the Property for Unit fees or other charges; and
  - c. documents concerning the granting of any mortgage with regard to any past or anticipated condominium conversion.
- D - 22. ☐ All documents concerning insurance for the Property (general liability, fire or other insurance) during Your ownership, including but not limited to policies, binders, correspondence, notices of initiation, cancellation and/or renewal, and the like. (See Mass. R. Civ. Proc. 26(b)(2))

### CONDITIONS

- D - 23. ☐ All documents concerning the rent or use and occupancy payments for the Unit, including but not limited to demand, tender, payment, acceptance/rejection and/or Defendant's eligibility for rental of or any period of extended occupancy in the Property.
- D - 24. ☐ All notices, calculations, correspondence, online research, broker opinions, verifications, studies, reports, or other documents concerning the fair market value of or rent or use and payments (and calculation thereof) for the Property.
- D - 25. ☐ Any and all documents reflecting policies or procedures You have concerning the rental of and/or collection of use and occupancy payments for properties acquired through foreclosure (whether by/from tenants or Borrowers/Mortgagors).
- D - 26. ☐ All documents concerning Your efforts to notify the Defendant of the person(s) responsible for repairs or maintenance at the Property.
- D - 27. ☐ All documents concerning responsibility for management and/or maintenance of the Unit or Property from the date You acquired ownership of the Unit until the present, including but not limited to policies and procedures, agreements with brokers or local agents, and any emails or other communications related to such management and maintenance.
- D - 28. ☐ All documents concerning any inspections, assessments or evaluation of the Property or the Unit itself that You obtained prior to, at the time of, or following the purchase of the Unit or Property.
- D - 29. ☐ All documents and internal communications concerning notice, complaint, violation, report or request for repair or the like concerning purportedly or admittedly defective sanitary, building, or health conditions in the Unit or Property, since the beginning of the Defendant's occupancy of the Unit (or Your involvement in any capacity with the Property) and continuing to the present.

- D - 30. ☐ All documents concerning all bids, inspections, repairs or other work that You have attempted, performed or caused to be performed at the Property at any time, including but not limited to internal documents and external communications such as emails, work orders, invoices, or receipts.
- D - 31. ☐ All documents concerning any claim that the Defendant or any member of the Defendant's household or guest has caused any damage or conditions of disrepair at the Unit or Property.
- D - 32. ☐ All photographs, videos, and/or digital images of the Defendant's Unit or the Property at any time.
- D - 33. ☐ All documents related to or reflecting Your, if any, with any local ordinance(s) concerning foreclosed properties, e.g., the City of Boston Ordinance entitled "An Ordinance Regulating the Maintenance of Vacant, Foreclosing Residential Properties."
- D - 34. ☐ All documents concerning lead or lead paint at the Property or Unit, including but not limited to notices, certifications, reports or requests for repair or the like, and all records and communications that the Plaintiff has made itself, or received from any person or agency, regarding investigation for, or the presence or absence of, lead or lead paint.

#### UTILITIES

- D - 35. ☐ All notices, correspondence, bills, payments or other documents concerning the provision of utility services to the Unit, including any utility payments You made and any utility accounts in Your name or the name of any of Your agents.
- D - 36. ☐ All documents concerning the threatened or actual termination and/or re-connection of utilities (including water and sewer, electricity, and/or gas) in the Unit and/or Property since the date of the foreclosure sale.
- D - 37. ☐ All documents, including but not limited to agreements, memoranda, and communications relating to any of Your policies or procedures with regard to the provision of or payment arrangements for utility services in occupied properties or units acquired through foreclosure in Massachusetts.
- D - 38. ☐ All documents concerning any written agreement between You and the Defendant or the Defendant and any prior owner of the Unit concerning responsibility for payment of any utility service, including water, heat, hot water, and electricity to the Unit.
- D - 39. ☐ All documents concerning Your compliance with G.L. c. 186, § 22 if You have not paid for water at the Unit at any time from the date of the foreclosure sale through the date of Your responses to these Discovery requests.

### **M.G.L 186A**

- D - 40. ☐ If You were not the entity that conducted the Foreclosure, any documents relating to Your relationship with that person or entity or any person or entity who was the Mortgagee (directly or as nominee) at any time during the life of the Mortgage or any other mortgage on or other security interest in the Property during the Defendant's Tenancy, including but not limited to:
- a. the condition of the Property;
  - b. tenancies at the Property;
  - c. assignments of rights/obligations; and
  - d. security deposit and/or last month's rent for the Tenant's Unit.
- D - 41. ☐ All documents relating to any claim You may have that the Defendant is not a bona fide tenant within the meaning of G.L. c. 186A.
- D - 42. ☐ If You have an agreement to sell the Property, all documents pertaining to such sale, including but not limited to:
- a. any written offers to purchase the Property;
  - b. any purchase and sale agreement;
  - c. any written communications with any potential purchasers regarding their interest or potential interest in acquiring the Property and any closing date; and
  - d. any notice to the Defendant of such sale.
- D - 43. ☐ If You claim that You are not a "foreclosing owner" within the meaning of G.L. c. 186A, § 1, please provide any documents representing or referencing any mortgage or other security interest that You have held, owned, or serviced, on Your own behalf or as agent or nominee for another, at any time since the commencement of the Foreclosure.

#### ***Written notice to Tenants (G.L. c. 186A)***

- D - 44. ☐ Any written notices or communications You sent to or had served on the Defendant.
- D - 45. ☐ Any documents relating to the method of service of any notices on the Defendant, including but not limited to internal correspondence, receipts or invoices, or photographs.
- D - 46. ☐ All documents concerning written or oral communications between You or Your agents and the Defendant or members of the Defendant's household regarding the Defendant's occupancy of the Unit.
- D - 47. ☐ All documents concerning written or oral communications between or among the Plaintiff and its agents, or between You or Your agents and third parties, concerning the Defendant's occupancy of the Unit.

**"Just Cause" Allegations for Eviction of Tenants**

- D - 48. ☐ All documents relating to any claim that You have just cause to evict the Defendant within the meaning of G.L. c. 186A.
- D - 49. ☐ All documents relating to any information You provided to the Defendant about any alleged just cause and/or the Defendant's right to cure.
- D - 50. ☐ All documents relating to any claim that the Defendant did not, or was not entitled to, cure any alleged just cause.
- D - 51. ☐ All documents relating to oral or written communications with the Defendant or members of the Defendant's household regarding the payment of rent or use and occupancy for the Unit.
- D - 52. ☐ All documents relating to any times You or anyone acting on Your behalf has entered or attempted to enter the Unit, including but not limited to requests for access, the Defendant's response to such requests, and any findings and communications related to such access.

**LAST MONTH'S RENT AND/OR SECURITY DEPOSIT**

- D - 53. ☐ All documents concerning the Defendant's security deposit and/or last month's rent, including but not limited to documents concerning any notice or claim related thereto on the part of the Defendant, any such documents received from any prior owner of the Unit such as receipts, copies of any bank records or statements, notices given to the Defendant about the deposit/payment, conditions statement, and documents concerning payment and/or crediting of interest to the Defendant.
- D - 54. ☐ If You claim that You or, if You are the trustee of a trust, that the trust is a bank chartered in the Commonwealth of Massachusetts or the United States, all documents concerning such status.

**OTHER**

- D - 55. ☒ All documents relating to disputes with insurance companies.
- D - 56. ☒ All documents related to receiving insurance payments and disbursing same to contractors for work on the property.
- D - 57. ☒ All documents relating to repairs to the property, particularly but not only to work conducted by contractors paid by insurance proceeds.

### REQUESTS FOR ADMISSIONS

The Defendant requests that the Plaintiff admit or deny, under penalty of perjury and **within ten days**, the statements which follow numerically below for the purpose of this action only and subject to all pertinent objections to admissibility which may be raised at hearing.

In responding to said requests for admissions, the Plaintiff is advised that Rule 36 of the Massachusetts Rules of Civil Procedure requires that "a denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder. An answering party **may not give lack of information or knowledge as a reason for failure to admit or deny unless he states that he has made reasonable inquiry** and that the information known or **readily obtainable** to him is insufficient to enable him to admit or deny" (emphasis added).

- A - 1 ☒ You (or an entity of which you were a subsidiary, parent, trustee, or agent) did not hold or own a mortgage on or other security interest in the Property at some point in the last 10 years.
- A - 2 ☒ You do not hold, own, or service (directly or as mortgagee, nominee, or agent) mortgages or other security interests in three or more properties.
- A - 3 ☒ You did not purchase the Property at the Foreclosure sale.
- A - 4 ☒ You did not hold title to the Property within three years of the recording of the Foreclosure deed.
- A - 5 ☒ Prior to the Foreclosure sale, You did not enter into a Servicing Agreement with the Foreclosing Entity to service mortgage loans including the subject Mortgage Loan.
- A - 6 ☒ Prior to the Foreclosure sale, You were not a beneficiary of the Mortgage Loan.
- A - 7 ☒ Prior to the Foreclosure sale, You did not send a Notice of Right to Cure to the Borrower in compliance with G.L. c. 244, §35A.
- A - 8 ☒ At the time the Notice of Acceleration pursuant to the Power of Sale in the Mortgage was sent to the Borrower, the Foreclosing Entity had not yet been assigned the Mortgage.
- A - 9 ☒ Neither You nor the Mortgagee held the Note at the time of the Foreclosure sale.
- A - 10 ☒ The Foreclosing Entity did not hold the Note on your behalf at the time of the Foreclosure sale.
- A - 11 ☒ A written decision regarding the Mortgagor's modification or loss mitigation request was not provided to the Borrower before the Foreclosure [sale] occurred.

### FHA/HUD-INSURED LOANS

- A - 12 ☐ The Mortgage is not a Federal Housing Administration ("FHA") loan.
- A - 13 ☐ Prior to the Foreclosure Sale, You did not conduct a "face to face" interview with the Mortgagor.
- A - 14 ☐ Prior to the Foreclosure Sale, You refused to accept partial Mortgage payments from the Defendant.

- A - 15 ☐ At least 60 but not more than 90 days before you reasonably expected to acquire title to the Property, You did not send a Notice of Pending Acquisition to the Mortgagor, summarizing the conditions under which continued occupancy would be permissible.
- A - 16 ☐ There is not a branch of the Lender or Servicer of the Mortgage within a 200-mile radius of the Property.

#### REQUESTS FOR REASONABLE ACCOMMODATION DUE TO DISABILITY

- A - 17 ☐ You have not received federal monetary assistance.
- A - 18 ☐ You have not responded to the request for accommodation made in the Defendant's Answer (and/or by other means) as of the date of your responses to these Requests.
- A - 19 ☐ You have not permitted mortgagors/former owners of foreclosed properties on occasion to rent or remain in a property for an extended period of time.
- A - 20 ☐ You have a policy of not selling foreclosed properties back to the mortgagors of those properties, or an entity or family member intending to sell such property back to the mortgagor.
- A - 21 ☐ You have not permitted mortgagors/former owners of foreclosed properties, their family members, and/or Boston Community Capital on occasion to purchase foreclosed properties under circumstances that would permit the mortgagor of such foreclosed property to continue occupying and/or to purchase such property.

#### PROTECTIONS UNDER G.L. c. 186A

- A - 22 ☐ The Defendant was not to Your knowledge the borrower (mortgagor) or the child, spouse, or parent of the borrower at the time of the Foreclosure.
- A - 23 ☐ You are not aware of any specific facts refuting that the Defendant's tenancy was the result of an arms-length transaction.
- A - 24 ☐ You have no factual basis for contesting that the Defendant's tenancy began before the Foreclosure deed was executed.
- A - 25 ☐ You do not have a signed agreement to sell the Property to a third party.

#### WRITTEN NOTICE AND JUST CAUSE UNDER G.L. c. 186A

- A - 26 ☐ You did not, within 30 days of the Foreclosure, post in a prominent location in the Property, mail by first class mail to the Defendant's unit, and slide under the door of the Defendant's unit a written notice stating (*please admit or deny a and b*):
- a. the names, addresses, telephone numbers, and telephone contact information of the foreclosing owner, the building manager or other representative responsible for the management of the Property; and
- b. the address to which rent or use and occupancy payment should be sent.
- A - 27 ☐ If You served the written notice specified in Admission No. A-16, You did not at the same time provide a written disclosure of the Defendant's right to a court hearing prior to eviction.

- A - 28 ☐ You did not, before the Defendant was allegedly in arrears in rent, notify the Defendant in writing of the amount of rent or use and occupancy to be paid and to whom it was to be paid.
- A - 29 ☐ The Defendant has not failed to pay the rent claimed to be in effect prior to the Foreclosure at any time since You notified the Defendant of the address to which rent should be sent.
- A - 30 ☐ You do not have any specific facts or reports that the Defendant is currently committing a nuisance in the unit or permitting one to exist.
- A - 31 ☐ You do not have any specific facts or reports that the Defendant is causing substantial damage to the Unit.
- A - 32 ☐ You do not have any specific facts or reports that the Defendant is creating a substantial interference with the quiet enjoyment of other occupants.
- A - 33 ☐ You do not have any specific facts or reports that the Defendant is using the Unit or permitting it to be used for any illegal purpose.
- A - 34 ☐ The Defendant has not denied You reasonable access to the Unit for the purpose of inspection, repair, or showing the Property to prospective purchasers or mortgagees.
- A - 35 ☐ The conduct or circumstances that form the basis for Your allegation(s) of just cause did not stop within thirty (30) days of Your notifying the Defendant of the allegations.
- A - 36 ☐ The conduct or circumstances that form the basis for your allegations of just cause is to your knowledge still occurring.

#### **SECURITY DEPOSIT AND/OR LAST MONTH'S RENT**

- A - 37 ☐ You are not a bank chartered in the Commonwealth of Massachusetts or the United States.
- A - 38 ☐ You have not returned to the Defendant the security deposit asserted in the Defendant's Answer or other written demand.
- A - 39 ☐ You have not paid the Defendant any interest on a security deposit or last month's rent.

#### **UTILITIES**

- A - 40 ☐ You did not assume responsibility for payment of the following utilities to the Property within seven (7) days of assuming ownership of the Property (please admit or deny each of the following): a. water service; b. common area electricity; c. heat to the Unit; d. hot water to the Unit; and e. electricity to the Unit.
- A - 41 ☐ There are no submeters for water service at the Property in accordance with the requirements of G.L. c. 186, §22.
- A - 42 ☐ There is no written agreement between You and the Defendant making the Defendant responsible for any utility service at the Unit.
- A - 43 ☐ You were notified in the Defendant's Answer that You were not paying for utilities for the Unit in violation of the State Sanitary Code.

A - 44 ☐ As of thirty (30) days following Your receipt of the Defendant's Answer in this action, You had not assumed responsibility for payment of any utilities to the Unit other than cold water.

**OTHER**

A - 45. ☐

I hereby certify that I caused to be delivered or mailed (circle which one) a copy of this Discovery to the Plaintiff's lawyer on 12/17/18 (date).

Atton King Jr.  
Signature(s) of Defendant(s)

Atton King Jr.  
Printed Names of Defendant(s)

49 Memory Ln  
Address

Longmeadow MA 01106  
City State Zip

413 250 0098  
Telephone Number

12/4/18  
Date

Prepared with the assistance  
of counsel.

**Noah Meister**

**43 Woodland Street, Apartment 1L, Worcester, MA 01610**

I, Noah Meister, being duly sworn, do hereby depose and swear of my own personal knowledge as follows:

1. On June 14, 2020, I obtained a copy of King's second mortgage on the Property, recorded in the Hampden Registry of Deeds, Book # 16119, Page # 22, through the Hampden County Registry of Deeds search engine:  
<https://search.hampdendeeds.com/html/Hampden/V3/search.html>. It can be found at Supplemental Appendix I, p. 3.
2. Together with Amicus Sarah McKee, I input information from King's Fixed Rate Mortgage loan into a loan calculator. A screenshot of those amortization calculations are attached here at Supplemental Appendix I, p. 10.
3. I obtained a copy of the San Francisco Federal Reserve Bank Monthly Cost of Funds Index History from the Federeal Home Loan Bank of San Fransisco's website:  
<http://fhlbsf.com/resource-center/cofi/default.aspx>. A copy of this information is attached here at Supplemental Appendix I, p. 19.
4. ComUnity Lending, Inc., registered as a California Corp on July 3<sup>rd</sup>, 1980. See ComUnity Lending, Inc., Foreign Corporation Certificate, attached here at Supplemental Appendix I, p. 29. I obtained this copy on July 5, 2020, through the California Secretary of State's Business Search: <https://businesssearch.sos.ca.gov/>
5. ComUnity Lending, Inc.'s Foreign Certificate Withdrawal, dated November 21, 2007, is attached here as at Supplemental Appendix I, p. 34. I obtained a copy of this certificate on July 9, 2020, from the Massachusetts Secretary of State's Corporate Division webpage:  
<http://corp.sec.state.ma.us/CorpWeb/CorpSearch/CorpSearchFormList.aspx?sysvalue=udpRRwFe838Z76AxHjag4w-->.
6. I obtained a copy of ComUnity Lending, Inc.'s May 13<sup>th</sup>, 2008, Statement of Information, pertaining to Chapter 11 Bankruptcy on July 5, 2020 and attached at

Supplemental Appendix I, p. 36, from the California Secretary of State's Business Search: <https://businesssearch.sos.ca.gov/>.

7. Attached at Supplemental Appendix I, p. 37, is a screenshot of the PACER Record from California Northern Bankruptcy Court, Case #5:08-bk-50030, relating to ComUnity Lending, Inc., obtained from the PacerMonitor website on September 4, 2020, at: [https://www.pacermonitor.com/public/case/19211656/ComUnity\\_Lending,\\_Incorporated](https://www.pacermonitor.com/public/case/19211656/ComUnity_Lending,_Incorporated).
8. The Plaintiff-Appellant in the case is a purported trust organized under the laws of New York state and governed by the purported Pooling and Servicing Agreement filed with the Securities and Exchange Commission and obtainable on the SEC's website: [https://www.sec.gov/Archives/edgar/data/1377865/000090514806006722/efc6-2711\\_5971949ex991.txt](https://www.sec.gov/Archives/edgar/data/1377865/000090514806006722/efc6-2711_5971949ex991.txt). I accessed the PSA agreement on September 3, 2020, and took screenshots of the relevant excerpts. These screenshots have been compiled and attached here at Supplemental Appendix I, p. 57.
9. A limited power of attorney was recorded at Hampden County Registry of Deeds Book 22403, Page 547, on October 16, 2018. I obtained a copy, attached here at Supplemental Appendix I, p. 79, on July 19, 2020, through the Hampden County Registry of Deeds search engine: <https://search.hampdendeeds.com/html/Hampden/V3/search.html>.
10. On July 9, 2020, I obtained a copy of the "Complaint to Determine Military Status," recorded October 16, 2018 and attached here at Supplemental Appendix I, p. 78, through the Hampden County Registry of Deeds search engine: <https://search.hampdendeeds.com/html/Hampden/V3/search.html>.
11. On July 9, 2020, I obtained a copy of the purported Certificate of Entry, dated August 24, 2018, attached here at Supplemental Appendix I, p. 85, through the Hampden County Registry of Deeds search engine: <https://search.hampdendeeds.com/html/Hampden/V3/search.html>.
12. On July 9, 2020, I obtained a copy of the Certificate of Appointment for James R. Jasmin, recorded on October 15, 2018, through the Hampden County Registry of Deeds search engine: <https://search.hampdendeeds.com/html/Hampden/V3/search.html>. A copy is included here at Supplemental Appendix I, p. 86.
13. In September of 2018, King received a purported "Notice to Quit" from David A. Marsocci, Esquire, of Dolan Connly, PC. A copy was obtained from the Housing Court

docket by Amicus Grace Ross and provided to me on August 4, 2020. A copy is attached here at Supplemental Appendix I, p. 87.

14. King's Answer to the purported trust's Complaint filed in the Western Housing Court, Docket No. 19SP190, was obtained from the Court record at Western Housing Court by Amicus Grace Ross and provided to me on August 12, 2020. A copy is attached here at Supplemental Appendix I, p. 98.

15. King's Discovery request, filed in the Western Housing Court, Docket No. 19SP190, was obtained by Amicus Grace Ross and provided to me on August 12, 2020. A copy is attached here at Supplemental Appendix I, p. 107.

Subscribed to and sworn under the pains and penalties of perjury this 11<sup>th</sup> day of September, 2020.

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

Printed Name: Noah Meister

COMMONWEALTH OF MASSACHUSETTS

Hillborough (County), ss.

On this 11 day of Sept, 2020, before me, the undersigned notary public,  
personally appeared Noah Meister who proved to me through  
X (mark an X) satisfactory evidence of identification, which was drivers license  
or was not \_\_\_\_\_ (mark an X) known to me to be the person(s) who signed the preceding  
document in my presence, and who swore or affirmed to me that the contents of the document  
are truthful and accurate to the best of his/her/their knowledge and belief.



Brittani Fournier

Notary Public

Printed Name: Brittani Fournier

My Commission Expires: 10/3/23

**ALTON KING  
49 MEMERY LANE  
LONGMEADOW, MASSACHUSETTS**

I, Alton King, being duly sworn, do hereby depose and swear of my own personal knowledge as follows:

1. I am receiving a small pension and Social Security; my age is now over 75.
2. Alton King purchased the home at 49 Memery Lane in Longmeadow, Massachusetts, no later than June of 2004 with his then wife Terri Mayes-King.
3. On August 8th, 2006, Alton King signed what he was told was a legal mortgage to ComUnity Lending, Incorporated, in order to get a second mortgage for an addition.
4. In fact, Mr. King signed two purported mortgages for loans on that date.
5. The First Mortgage was for \$1,000,000. The appraisal of his home was for \$1,500,000.
6. According to tax assessors of Longmeadow for 2006, the assessed value of the property was \$1,060,300; for year 2007, \$1,183,200; for year 2008, \$1,128,800; for year 2009, \$1,051,600.
7. Alton King had legal counsel at the closing.
8. All the terms of these loans were never explained to Alton King.
9. Both of Mr. King's mortgages list Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Lender and as mortgagee. The existence and role of MERS was never mentioned nor explained to Mr. King.
10. Although Alton King signed two documents entitled Mortgage, the Lender's representative assured him that the loan's being split into two mortgages would make no difference, and that the two mortgages would be combined, in six months, when King's renovation project was completed.
11. The Mortgage Originator was named as ComUnity Lending, Inc., of California.
12. Alton King provided the broker with his financial documents and was assured that he could afford the loan.
13. Orally at the closing, and on the phone, Broker Mr. Smith assured Alton King repeatedly that they would be able to refinance out of the loans into a more standard mortgage within one year upon the completion of the addition.
14. Alton King was concerned about the viability of the terms of the loan, but put those concerns aside with Mr. Smith's reassurances about his ability to refinance, especially if it was going to be only six months. See paragraph 10, above.
15. The only evidence of transfer of the associated mortgage Note is a photocopy of what appear to be the front and back of that Note, in two single-sided pages. (According to an audit, this transfer was not made for 11 years, instead of within the 90 days from the opening date of the Pooling and Servicing Agreement (PSA) for this purported trust, to its closing date
16. In {month, year}, Alton King contacted the loan servicer for help because it was becoming increasingly difficult for him to meet his mortgage loan obligations.

17. In response to his inquiries, an agent of the Defendant ??? told Mr. King that he should stop making his mortgage payments; even though by doing so he would fall behind on his mortgage. The loan servicer informed Mr. King that by ceasing payments, Mr. King would become eligible for one of the programs offered to distressed homeowners.
18. On December 30<sup>th</sup>, 2010, Alton King received a Loan Modification Agreement from BAC Home Loan Servicing, LP, which described itself as "Lender," and which decreased his payments mortgage to \$4,618.77 per month. The payments were nonetheless to end as of September 1, 2036, the end date of the original First Mortgage. If King made all payments, this would leave a balloon payment at the end of \$238,329.45. This loan modification applied only to the First Mortgage.
19. Terri Mayes-King alone signed this loan modification agreement with only one party, BAC Home Loan Servicing, LP.
20. When this loan modification was negotiated, which took into consideration income and expenses, King was told it was to cover both mortgage loans, but a month later he found out it covered only one.
21. Alton King was present at the purported foreclosure auction on August 24, 2018, and witnessed the proceedings. He witnessed two people apparently there for the purported securitized trust, along with a few bidders, but the purported trust's bid was so high that no one else bid.
22. King does not remember receiving a mailing from the Orlans, PC, law firm, which claimed to be the Notice of Sale. The court record shows included a copy of the advertising that does not list the auctioneer's name or license number.
23. At no time was Alton King provided with the legally required recitation of the "chain of title and ownership of the note." Given that Alton King did not receive the legally required Notice of the scheduled auction, any purported auction was without force and effect, a legal "nullity."

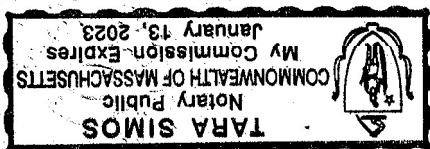
Subscribed to and sworn under the pains and penalties of perjury this 15<sup>th</sup> day of JULY, 2020

Signed: Alton King Jr.  
Printed Name: Alton King Jr.

COMMONWEALTH OF MASSACHUSETTS

Hampden (County), ss.

On this 15<sup>th</sup> day of JULY, 20 20, before me, the undersigned notary public,  
personally appeared ANTON KING JR who proved to me through  
\_\_\_\_\_ (mark an X) satisfactory evidence of identification, which was DRIVER'S LICENSE,  
or was \_\_\_\_\_ (mark an X) known to me to be the person(s) who signed the preceding document  
in my presence, and who swore or affirmed to me that the contents of the document are truthful  
and accurate to the best of his/her/their knowledge and belief.



[Signature]

Notary Public

Printed Name: TARA SIMOS

My Commission Expires: 01.13.2023

Today many people are becoming aware of the reality of the brutality that Blacks have had and are currently suffering at the hands of police officers. Unfortunately, that's only part of the story. Black people in America also experience life altering discrimination and mistreatment in matters less likely to make the news, such as housing court. In my case, the inability to afford proper legal representation has allowed the Bank of America, with the help of the courts, to decimate my finances and destroy my home. What can one do when faced with the reality that the courts knowingly deny individuals their rights to receive justice because of unfair policies and financial obstacles. The Judicial system, which is supposed to protect the rights of all citizens, is assisting exploitative commercial institutions by allowing them to use their tremendous financial advantages to manipulate the system. The financial burden required to be adequately represented in legal disputes with large commercial institutions severely disadvantages those without the resources to compete with powerful, affluent institutions.

The Bank of America, (apparently – unannounced to me – as agent of a non-existent Trust for which Bank of New York Mellon acts as Trustee and Plaintiff), has been allowed to deliberately cripple me financially with predatory loans, then utilize the courts to implement financial obstacles to justify restricting my rights. The Bank of New York Mellon (without telling the higher courts it is only a Trustee) is now trying to block my appeal by imposing an unjustified rent for the property that I am residing in, at 49 Memery Lane, Longmeadow, a home built as my personal residence from ground to roof.

Bank of America was initially complicit in the original predatory loan first issued by “ComUnity Lending, Inc.” maybe for Countrywide Bank. Originally, the bank, known as Countrywide before it was taken over by Bank of America, gave authorization for an escalating construction loan for an addition—a one bedroom apartment, and a basketball court with a gymnasium—to the residence, based on a \$1,500,000 appraisal of the property. Six months thereafter, when the \$410,000 project was completed, which should have added value to the pre-loan appraisal, the bank claimed that the new appraisal was reduced to only \$1,250,000 to justify their refusal to consolidate the original loan with the predatory escalating construction loan, even though they secured both loans. The loans repayment schedule escalated to greater than \$13,000 a month. Eventually, we were not able to make the highly inflated payments. Taking into consideration our income, with the assistance of the Neighborhood Assistance Corporation of America, NACA, a modification of 2% for both loans was agreed upon. This was fine until Bank of America disclosed, nearly a month later, that the second mortgage not included in the newly modified payment. Bank of America was totally responsible for the second predatory loan which was doomed to fail, knowing that the additional expense was not included in the calculation of the modification.

Bank of America ignored its fiduciary responsibility to thoroughly inspect repairs for the \$410,000 construction contract from November 1st, 2017 to May 1st, 2018. Ill-advised funds were dispersed to the contractor for structural damages compromising the roof due the weight of snow left by a winter blizzard. Moreover, the numerous code and safety violations resulting from the contractor's negligence has prevented the home from being rented prior to, and during the foreclosure procedure. Subsequently, in the District court case between MetLife and the Kings,

\$410,000 was awarded for repairs. The Court also ordered loss of income to be paid during the completion of the repairs. Importantly, the loss of income was a major factor in preventing me from obtaining competent legal representation for my foreclosure/eviction hearings. In the meantime, the serious code violations which included electrical, mold, and structural issues have compromised my personal safety and health from the beginning of this frustrating legal process to now.

I also submitted to the bank's attorney, in the form of a QWR, a request for them to provide original documentation, also being concerned about Robo signings, which they are legally required to provide. They have refused to comply.

On July 1st 2019, the Air Flow Judge was informed that two days prior to the court date my free legal counsel, provided by No One Leaves, was not able to represent me. Naturally, I asked for an extension, which he denied. The Air Flow Judge also wanted to address my safety concerns which were scheduled to be addressed, in a few days, on Friday, July 5<sup>th</sup>, 2019. I told him I would prefer to wait until the scheduled day which was four days later. On that Friday, the Air Flow Judge began the court session by announcing to everyone that defendants should be aware that they should be represented by counsel and legal representation would be available to them should they not be able to afford legal assistance. I promptly asked him why I was not given that opportunity on the preceding Monday. The Air Flow Judge claimed that legal assistance was not available on Mondays. He then gave me an opportunity, for that day, to utilize the service, but he had already ruled against me. The most he was allowing was a reconsideration, due within 10 days, which he denied. During the hearing, the Air Flow Judge also made it clear that he was fast tracking this case.

On July 8, 2019, the Air Flow Judge issue the following order : The plaintiff shall FORTHWITH dispatch an engineer and/or the town's building code official to inspect the structure containing the basketball court for structural integrity and take all appropriate steps thereafter to maintain the safety of the premises and its occupants .

On October 28th, 2019, the Air Flow Judge did not require the Bank of America to comply with the order to secure a qualified person to address the safety and code violations. The plaintiff's realtor admitted he could not address those areas. The Bank of America's attorney was allowed to provided hearsay information claiming that they had an engineer, who looked at the construction and claimed that everything was fine. The engineer did not testify, nor did he provide any documents to support the claim. The structural engineer's report, the truss engineering's report, and the construction contractor's report, that I provided, were all ignored by the Air Flow Judge. Additionally, there was no evidence of a currently MA licensed individual doing the inspection for the Bank of America. On November 13<sup>th</sup>, I asked the court for clarification. On 11/14, a report from a Connecticut licensed engineer was emailed to me from the Bank of America's attorney which had not been presented in court. Not only did his report confirm that all the trussed were not supported as required by the engineering company providing the truss, but

the report never addressed the mold, the wiring, the poorly attached ceiling, the backing of the knee walls, the faulty plumbing or the exposed wiring. The Air Flow Judge did not rule that the home should be inspected by the building inspector in Longmeadow. The Air Flow Judge ruled that Bank of America had complied with their responsibility.

The Air Flow Judge ultimately ruled that the rental should be \$4000, a month, which is still 21% above market value for a single 77-year-old man living alone. The realtor, Coldwell Banker's Real Estate, representing Bank of America testified that the highest rental that they had in Longmeadow was \$3300 a month. How can one justify adding a premium on a home in which 30% of the home is unsafe, while having limited use because of code and safety violations?

I have been a resident of Longmeadow for 44 years. The town building code inspector, along with the former town manager, claimed that they are not going to inspect the home without the permission of the Bank of America or a court order. My status as a resident and former owner for 43 years, they claim, does not entitle me to have a safe home.

In a previous housing case, with the Air Flow Judge presiding, I was the plaintiff. My claim was that my entire heating system was undersized. All of the contracted engineers, along with HVAC experts confirmed that there was a lack of sufficient air flow, or CFMs, for the size of my home. The Air Flow Judge ruled that the lack of CFM was caused by the unconventional insulation. That was claiming that the air flowing through the ductwork was affected by the walls, ceilings, and the floor. The building codes provided by the state and local government determine the minimum amount of airflow that a company is required to provide to adequately circulate air throughout all the rooms of the home. The defendant was never required to comply with that standard minimum amount of airflow. This Air Flow Judge, despite the testimonies of building trades experts to the contrary, allowed the defendant to demonstrate a situation in which the unconventional insulation was never intended. The unconventional insulation was and still is functioning nicely as it traps the dead air between the interior of the exterior wall and the sheetrock inside the home.

The Air Flow Judge also ignored the fact that my counsel who filed the case, Atty. Kevin Walkowski from O'Connell Plumb & Mackinnon, was never excused nor did he appear on my behalf.

The treatment that I have received in the Springfield housing court is alarming. I have been unfairly limited to a minimum amount of legal representation. My documented evidence was overruled by the hearsay claim of the plaintiff's attorney. I am living in an unsafe home with numerous code violations because my safety is considered unimportant, and I am now being charged a 21% premium on a home in which 30% of it is not up to code. In addition, my appeal is being threatened because of my indigence. The mental and physical pressure that this entire situation has produced has been overwhelming. Welcome to my world of being black and trying to receive a fair trial. It is more than the fact that black physical lives matter, but it is about the quality of living for everyone. We live in a country that declares "Justice for All". In order for that declaration to be fulfilled good people cannot remain silent.