

# Supreme Judicial Court

FOR COMMONWEALTH OF MASSACHUSETTS

No. SJC-12859

---

BANK OF NEW YORK MELLON, Appellant

v.

ALTON KING, JR. and TERRI A. MAYES-KING, Appellees

---

SUA SPONTE TRANSFER FROM APPEALS COURT

---

## **RECORD APPENDIX VOLUME I OF I**

---

Date: 01/17/2020

Carl E. Fumarola (BBO #659019)  
carl.fumarola@nelsonmullins.com  
Christine M. Kingston (BBO #682962)  
Christine.kingston@nelsonmullins.com  
Nelson Mullins Riley & Scarborough LLP  
One Post Office Square, 30<sup>th</sup> Floor  
Boston, Massachusetts 02109  
(617) 217-4700  
FAX (617) 217-4710

**SUPREME JUDICIAL COURT**  
**THE COMMONWEALTH OF MASSACHUSETTS**  
**DOCKET NO. SJC-12859**  
**RECORD APPENDIX - VOLUME I OF II**

---

**TABLE OF CONTENTS**

<b>1.</b>	Docket Entries .....	5
<b>2.</b>	Summary Process (Eviction) Summons And Complaint (1/14/19) .....	13
<b>3.</b>	Answer Form (12/14/18) .....	15
<b>4.</b>	Plaintiff's Motion For Summary Judgment (5/30/19) ....	24
<b>5.</b>	Plaintiff's Memorandum Of Law In Support of Its Motion For Summary Judgment (5/30/19) .....	26
<b>A.</b>	Mortgage (8/8/06) .....	39
<b>B.</b>	Loan Modification Agreement (12/20/10) .....	79
<b>C.</b>	Corporate Assignment of Mortgage (11/28/17) .....	89
<b>D.</b>	Affidavit Pursuant to M.G.L. Chapter 244 Sections 35B and 35C (8/8/06) .....	95
<b>E.</b>	Foreclosure Deed (10/4/18) .....	101
	Affidavit of Sale (10/15/18) .....	103
<b>F.</b>	Affidavit Regarding Note Secured By Mortgage Being Foreclosed (10/5/18) .....	109
<b>G.</b>	Defendant Alton King Jr's Response To Plaintiff's Request For Interrogatories (4/29/19) .....	115
	Defendant Alton King Jr's Response To Plaintiff's Request For Admission (4/29/19) .....	125
<b>H.</b>	USPS Tracking (10/1/06) .....	132
<b>I.</b>	Adjustable Rate Note (8/8/06) .....	136

<b>J. 90 Day Right to Cure Your Mortgage</b>	
Default (6/29/17) .....	145
<b>6. Affidavit of Carl E. Fumarola (5/30/19) .....</b>	<b>165</b>
<b>7. Defendant's Request For Discovery (2/7/19) .....</b>	<b>169</b>
<b>8. Interrogatories .....</b>	<b>172</b>
<b>9. Request For Production of Documents .....</b>	<b>181</b>
<b>10. Requests For Admissions(12/4/18/) .....</b>	<b>187</b>
<b>11. Transcript (7/1/19) - Motion Hearing -</b>	
Summary Judgment Before Hon. Fields .....	191
<b>12. Judge's Order (7/5/19) .....</b>	<b>201</b>

## VOLUME II OF II

<b>1. Defendant Alton King's Motion For Relief</b>	
From Judgment (7/2019) .....	4
<b>2. Affidavit of Alton King (7/15/19) .....</b>	<b>9</b>
<b>3. Plaintiff's Opposition To Defendant's Motion</b>	
For Relief From Judgment (7/23/19) .....	11
<b>4. Defendant's Notice of Appeal (7/31/19) .....</b>	<b>16</b>
<b>5. Defendant's Motion To Waive Appeal Bond .....</b>	<b>17</b>
<b>6. Affidavit of Indigency (Impounded/Redacted) .....</b>	<b>19</b>
<b>7. Docket - Appeals Court - Single Justice .....</b>	<b>24</b>
<b>8. US Bank v. Taslis - Justice Kerman Order .....</b>	<b>27</b>
<b>9. Plaintiff's Motion For An Appeal Bond And</b>	
Opposition To Defendant's Motion To Waive Bond .....	28
<b>10. Affidavit of James Coombs (9/12/19) .....</b>	<b>53</b>
<b>11. Order Setting Appeal Bond (10/31/19) .....</b>	<b>63</b>
<b>12. Defendant's Notice of Appeal (11/8/19) .....</b>	<b>65</b>

<b>13.</b>	Docket - Appeals Court .....	67
<b>14.</b>	Single Justice Review From Order of WHC (12/4/19) ...	69
	Order Setting Appeal Bond (10/31/19) .....	75
	Appeals Court SJ Docket .....	77
	90 Day Right To Cure Your Mortgage Default .....	80
	US Bank v. Taslis - Asc. Justice Kerman Order .....	86
<b>15.</b>	Bank of NY Mellon's Memo In Opposition To Petitioner's Request For Review of Appeal Bond Order (12/5/19) .....	87
	Affidavit of James Coombs .....	109
	Rinaldi Engineering: Structural Assessment .....	120
<b>16.</b>	Memorandum and Order (12/10/19) .....	132
	Bank of NY Mellon v Dundon, Memorandum & Order .....	136



[Skip to main content](#)

**19H79SP000190 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 vs. Mayes-King, Terri A. et al**

- Case Type
- Housing Court Summary Process
- Case Status
- Active
- File Date
- 01/14/2019
- DCM Track:
- 
- Initiating Action:
- SP Summons and Complaint - Foreclosure
- Status Date:
- 01/14/2019
- Case Judge:
- 
- Next Event:
- 
- 

**Property Address**

49 Memery Lane  
Longmeadow MA 01106

[All Information](#) [Party](#) [Event](#) [Docket](#) [Disposition](#) [Judgment](#)

**Party Information**

**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

**Alias**

**Party Attorney**

- Attorney
- Fumarola, Esq., Carl
- Bar Code
- 659019
- Address
- Nelson Mullins Riley & Scarborough LLP
- One Post Off Square
- 30th Floor
- Boston, MA 02109-2127
- Phone Number
- (617)217-4700
- Attorney
- Kingston, Esq., Christine
- Bar Code
- 682962
- Address
- Nelson Mullins Riley & Scarborough LLP
- One Post Off Square
- 30th Floor
- Boston, MA 02109
- Phone Number

(617)217-4794

More Party Information

Mayes-King, Terri A.  
- Defendant

Alias

Party Attorney

Attorney

Pro Se

Bar Code

PROPER

Address

Phone Number

More Party Information

King, Jr., Alton  
- Defendant

Alias

Party Attorney

More Party Information

Events					
<u>Date</u>	<u>Session</u>	<u>Locality</u>	<u>Location</u>	<u>Type</u>	<u>Result</u>
01/24/2019 09:00 AM	Session 1		Western Housing Court	Summary Process Trial	Continued
02/07/2019 09:00 AM	Session 1		Western Housing Court	Summary Process Trial	Continued
02/25/2019 11:30 AM	HCT Session		Western Housing Court	Case Management Conference	Held
04/17/2019 11:00 AM	HSP Session		Western Housing Court	Housing Specialist Mediation	Held
04/17/2019 11:00 AM	Session 1		Western Housing Court	Motion Hearing	Held
04/30/2019 11:00 AM	HCT Session		Western Housing Court	Case Management Conference	Held
07/01/2019 11:00 AM	Session 1		Western Housing Court	Motion Hearing	Held
07/05/2019 09:00 AM	Session 1		Western Housing Court	Motion Hearing	Held
07/25/2019 09:00 AM	Session 1		Western Housing Court	Motion Hearing	Denied
08/12/2019 02:00 PM	Session 2		Western Housing Court	Motion Hearing	Continued
09/26/2019 02:30 PM	Session 1		Western Housing Court	Motion Hearing	Off the list
10/07/2019 02:00 PM	Session 1		Western Housing Court	Motion Hearing	Continued
10/25/2019 02:00 PM	Session 1		Western Housing Court	Motion Hearing	Continued
10/28/2019 10:00 AM	Session 1		Western Housing Court	Motion Hearing	Held
11/22/2019 09:00 AM	Session 1		Western Housing Court	Motion Hearing	Continued
12/10/2019 11:00 AM	Session 1		Western Housing Court	Motion Hearing	Denied

Docket Information		
<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>
01/14/2019	Attorney Appearance On this date 01/14/2019 Marsocci, Esq., David A added for Bank of New York Mellon f/k/a the Bank of	

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>
	New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass- Through Certificates, Series 2006-J7	
01/14/2019	SP Summons and Complaint - Foreclosure	
01/14/2019	SURCHARGE 185C:Entry of Action filed (Section 466 - M.G.L. c. 185C, §19) SURCHARGE	
01/14/2019	Summary Process: MGL Chapter 185C Section 19; Chapter 262 Section 2	
01/14/2019	Notice to quit filed	
01/16/2019	Attorney Appearance On this date 01/16/2019 Pro Se added for Mayes-King, Terri A.	
01/16/2019	Attorney Appearance On this date 01/16/2019 Pro Se added for King, Jr., Alton	
01/16/2019	Scheduled Event: Summary Process Trial Date: 01/24/2019 Time: 09:00 AM Result: Continued	
01/16/2019	Answer of Alton King, Jr.	
01/16/2019	Defendant Discovery Requests (Interrogatories, Document Requests, and Requests for Admissions)	
01/22/2019	Event Resulted: Summary Process Trial scheduled on: 01/24/2019 09:00 AM Has been: Continued For the following reason: By operation of rule Hon. Robert G Fields, Presiding Appeared: Staff:	
01/22/2019	Scheduled Event: Summary Process Trial Date: 02/07/2019 Time: 09:00 AM Result: Continued	
02/07/2019	Event Resulted: Summary Process Trial scheduled on: 02/07/2019 09:00 AM Has been: Continued For the following reason: Both Parties Request Hon. Robert G Fields, Presiding Appeared: Plaintiff David A Marsocci, Esq., Private Counsel Defendant Terri A. Mayes-King Defendant Alton King, Jr. Staff:	
02/08/2019	Scheduled Event: Case Management Conference Date: 02/25/2019 Time: 11:30 AM Result: Held	
02/25/2019	Event Resulted: Case Management Conference scheduled on: 02/25/2019 11:30 AM Has been: Held Shelly Ann Sankar, Presiding Appeared: Atty Fumarela for pltf, def Alton King Staff:	
02/25/2019	Attorney Appearance On this date Carl Fumarola, Esq. added for Plaintiff 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	
02/26/2019	Pretrial Order mailed  Judge: Sankar, Shelly Ann	
02/26/2019		

<a href="#">Docket Date</a>	<a href="#">Docket Text</a>	<a href="#">File Ref Nbr.</a>
	Scheduled Event: Housing Specialist Mediation Date: 04/17/2019 Time: 11:00 AM Result: Held	
03/01/2019	Returned Mail deft Terri A. Mayes-King, forward time exp./ re-mailed to new address	
04/05/2019	Motion to file late pretrial motion filed by Terri A. Mayes-King, Alton King, Jr.	
04/05/2019	Motion for summary judgment filed by Terri A. Mayes-King, Alton King, Jr.	
04/05/2019	Attorney Appearance On this date 04/08/2019 O'Hara, Esq., Ryan K added for Mayes-King, Terri A.	
04/05/2019	Scheduled Event: Motion Hearing Date: 04/17/2019 Time: 11:00 AM Result: Held	
04/05/2019	Affidavit of Terri A. Mayes -King	
04/08/2019	Notice of Motion filed	
04/17/2019	Event Resulted: Housing Specialist Mediation scheduled on: 04/17/2019 11:00 AM Has been: Held Michael J Doherty, Presiding	
04/17/2019	Event Resulted: Motion Hearing scheduled on: 04/17/2019 11:00 AM Has been: Held Hon. Robert G Fields, Presiding	
04/17/2019	Stipulation of dismissal  Applies To: Mayes-King, Terri A. (Defendant)	
04/18/2019	Further Pretrial Order  Judge: Doherty, Michael J	
04/30/2019	Scheduled Event: Case Management Conference Date: 04/30/2019 Time: 11:00 AM Result: Held	
04/30/2019	Event Resulted: Case Management Conference scheduled on: 04/30/2019 11:00 AM Has been: Held Laura J. Fenn, Presiding	
04/30/2019	Scheduled Event: Motion Hearing Date: 07/01/2019 Time: 11:00 AM Result: Held	
05/30/2019	Attorney Appearance On this date Christine Kingston, Esq. added for Plaintiff 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	
05/31/2019	Motion by 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 for summary judgment , sch'd for 7-1-19 @ 11 am	
05/31/2019	Memorandum of 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 in support of its motion for summary judgment, with exhibits A-J	
06/28/2019	Motion to access to safety of work done filed by Alton King, Jr.	

<a href="#">Docket Date</a>	<a href="#">Docket Text</a>	<a href="#">File Ref Nbr.</a>
07/01/2019	Taken under advisement  RGF	
07/01/2019	Event Resulted: Motion Hearing scheduled on: 07/01/2019 11:00 AM Has been: Held Hon. Robert G Fields, Presiding	
07/05/2019	Scheduled Event: Motion Hearing Date: 07/05/2019 Time: 09:00 AM Result: Held	
07/05/2019	Findings and Order	
07/05/2019	Judgment issued: Final Judgment Finding Presiding: Hon. Robert G Fields  Judgment For: 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  Judgment Against: Terri A. Mayes-King Alton King, Jr.  Terms of Judgment: Interest Begins: 01/14/2019 Jdgmnt Date: 07/05/2019 Damages: Damage Amt: .00	
07/05/2019	Judgment issued: Final Judgment Agreement Presiding: Hon. Robert G Fields  Judgment For: 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  Judgment Against: Alton King, Jr.  Terms of Judgment: Interest Begins: 01/14/2019 Jdgmnt Date: 07/05/2019 Damages: Damage Amt: .00	
07/05/2019	Event Resulted: Motion Hearing scheduled on: 07/05/2019 09:00 AM Has been: Held Hon. Robert G Fields, Presiding	
07/05/2019	Opposition to defendants motion to assess safety of work done by 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	
07/08/2019	Order  Judge: Fields, Hon. Robert G	
07/15/2019	Motion by Alton King, Jr. for relief from judgment with affidavit	
07/15/2019	Scheduled Event: D's Motion Hearing Date: 07/25/2019 Time: 09:00 AM Result: Denied	
07/17/2019	Alternative Dispute Resolution Outcome Referral Date: 07/01/2019 Referral Source: Referral Event: Motion Hearing Jul 1, 2019 11:00:00 AM Referral Status: Closed - Settled Referral Specialist: Correa, Arlene	
07/23/2019	Opposition to defendant's motion for relief from judgment by 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	

<a href="#">Docket Date</a>	<a href="#">Docket Text</a>	<a href="#">File Ref Nbr.</a>
07/25/2019	Event Resulted: Motion Hearing scheduled on: 07/25/2019 09:00 AM Has been: Denied Hon. Robert G Fields, Presiding	
07/25/2019	Motion Denied	
07/25/2019	Attorney Appearance On this date Pro Se dismissed/withdrawn as Self Represented for Defendant Alton King, Jr.	
07/25/2019	Attorney Appearance On this date Maurice Caston Powe, Esq. added as Private Counsel for Defendant Alton King, Jr.	
07/31/2019	Notice of Appeal by Alton King, Jr. from Order, Judgment dated 07/25/2019	
07/31/2019	Motion to Set or Waive Appeal Bond	
07/31/2019	Affidavit of Indigency FILED	
08/05/2019	Scheduled Event: Motion Hearing Date: 08/12/2019 Time: 02:00 PM Result: Continued	
08/06/2019	Motion to withdraw filed by Alton King, Jr.	
08/12/2019	Attorney Appearance On this date Maurice Caston Powe, Esq. dismissed/withdrawn as Private Counsel for Defendant Alton King, Jr.	
08/12/2019	Attorney Appearance On this date David A Marsocci, Esq. dismissed/withdrawn as Private Counsel for Plaintiff 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	
08/12/2019	Event Resulted: Motion Hearing scheduled on: 08/12/2019 02:00 PM Has been: Continued For the following reason: Court Action Hon. Michael Malamut, Presiding	
08/12/2019	Opposition to defendant's motion to waive bond and plaintiff's motion to set bond by 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	
08/19/2019	Scheduled Event: Motion Hearing Date: 09/26/2019 Time: 02:30 PM Result: Off the list	
09/16/2019	Affidavit of James Coombs	
09/24/2019	Event Resulted: Motion Hearing scheduled on: 09/26/2019 02:30 PM Has been: Off the list For the following reason: Court Action Laura J. Fenn, Presiding	
09/24/2019	Scheduled Event: Motion Hearing Date: 10/07/2019 Time: 02:00 PM Result: Continued	
09/30/2019	Stipulation of parties to continue case LJF- Motion hearing on 10/25/19 @ 2:00PM	
10/01/2019	Event Resulted: Motion Hearing scheduled on: 10/07/2019 02:00 PM Has been: Continued For the following reason: Both Parties Request Laura J. Fenn, Presiding	
10/01/2019	Scheduled Event: D's Motion Hearing to waive bond and P's Motion to set bond Date: 10/25/2019 Time: 02:00 PM Result: Continued	

<a href="#">Docket Date</a>	<a href="#">Docket Text</a>	<a href="#">File Ref Nbr.</a>
10/25/2019	Event Resulted: Motion Hearing scheduled on: 10/25/2019 02:00 PM Has been: Continued For the following reason: Court Action Hon. Dina E Fein, Presiding	
10/25/2019	Scheduled Event: Motion Hearing Date: 10/28/2019 Time: 10:00 AM Result: Held	
10/28/2019	Event Resulted: Motion Hearing scheduled on: 10/28/2019 10:00 AM Has been: Held Hon. Robert G Fields, Presiding	
10/28/2019	Exhibits filed by 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	
10/28/2019	Financial Statement of defendant	
10/31/2019	Order setting appeal bond  Judge: Fields, Hon. Robert G	
11/08/2019	Request for review of orders relating to the appeal bond	
11/13/2019	Motion for clarification filed by Alton King, Jr.	
11/19/2019	Scheduled Event: Motion Hearing Date: 11/22/2019 Time: 09:00 AM Result: Continued	
11/22/2019	Event Resulted: Motion Hearing scheduled on: 11/22/2019 09:00 AM Has been: Continued For the following reason: Court Action Hon. Robert G Fields, Presiding	
11/25/2019	Scheduled Event: Motion Hearing Date: 12/10/2019 Time: 11:00 AM Result: Denied	
11/25/2019	Transmittal to Appeals Court pursuant to C.239, s5	
12/10/2019	Opposition to to defendant's request for clarification, ad P's Cross- request for fees and to preclude d's from renting the property by 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	
12/10/2019	Event Resulted: Motion Hearing scheduled on: 12/10/2019 11:00 AM Has been: Denied Hon. Robert G Fields, Presiding	
12/10/2019	Motion Denied	
12/12/2019	Notice of Docket Entry from Appeals Court: Memorandum and Order entered on docket of appeals court case 12/10/19 staying Mr. King's obligation to pay use and occupancy.	
12/12/2019	Memorandum and Order of Appeals Court review of bond order entered 12/10/19 in appeals court docket 2019-J-560, with appendix	
12/12/2019	Notice of Assembly of the record relative to the review of the bond order, 2019-J-0560 from the appeals court	
12/13/2019	Attorney Appearance On this date Ryan K O'Hara, Esq. dismissed/withdrawn as Private Counsel for Defendant Terri A. Mayes-King	
12/13/2019	Atty O'Hara filed a notice requesting a dismissal notice be sent for Terri Mayes	

<a href="#">Docket Date</a>	<i>Docket Text</i>	<a href="#">File Ref Nbr.</a>
12/16/2019	Correspondence received from party or attorney: Mr. King asks that record of the judgment appeal be assembled, though he indicates he will seek a transcript.	
12/19/2019	Order: record of appeal of judgment not send until transcript produced or other request/order. Mailed to parties.  Judge: Fenn, Laura J.	
12/23/2019	After notice and opportunity for hearing on 12/10/2019 11:00 AM Motion Hearing, the above entitled matter is dismissed for the following reason(s): * Judgment of Dismissal. Against Terri A. Mayes -King	

<b>Case Disposition</b>	
<a href="#">Disposition</a>	<a href="#">Date</a>
Findings and Order	07/05/2019

<b>Judgments</b>				
<a href="#">Date</a>	<a href="#">Type</a>	<a href="#">Method</a>	<a href="#">For</a>	<a href="#">Against</a>
07/05/2019	Final Judgment	Finding	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	King, Jr., Alton
07/05/2019	Final Judgment	Agreement	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	King, Jr., Alton



## SUMMARY PROCESS (EVICTION) SUMMONS AND COMPLAINT

Housing Court Department

Western Division

Hampden ss

☒ Residential☐ Commercial

Docket No. \_\_\_\_\_

(To be added by clerk's office)

Entry Date: Jan 14, 2019

**NOTICE OF A COURT CASE TO EVICT YOU - PLEASE READ IT CAREFULLY****ESTA ES UNA NOTIFICACION DE UN CASO EN CORTE PARA DESALOJARLE - FAVOR DE LEER EL MISMO CON CUIDADO**

TO DEFENDANT(S)/TENANT(S)/OCCUPANT(S): Terri A. Mayes-King, Alton King, Jr. and all other occupants

ADDRESS: 49 Memery Lane CITY/TOWN: Longmeadow ZIP: 01106

You are hereby summonsed to appear at a hearing before a Judge of the Court at the time and place listed below:

DAY: Thursday DATE: Jan 24, 2019 TIME: 9:00AM COURT NAME: Western Housing Court

COURT ADDRESS: 37 Elm Street, Springfield, MA ROOM: Ask in Clerk's Office

to defend against the complaint of PLAINTIFF/LANDLORD/OWNER: 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 of

STREET c/o Dolan Connly 50 Redfield St, #202 CITY/TOWN: Boston, MA ZIP: 02122

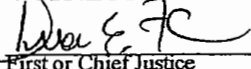
that you occupy the premises at 49 Memery Lane, Longmeadow

being within the judicial district of this court, unlawfully and against the right of said Plaintiff/Landlord/Owner

because: your failure to vacate following expiration of Notice to Quit and foreclosure sale.

and further, that \$0\* rent is owed according to the following account:

WITNESS:



First or Chief Justice

David A. Marsocci, Esq. #629429

Printed Name of Plaintiff or Attorney

  
Signature of Plaintiff or Attorney

November 20, 2018

Date of Signature of Plaintiff or Attorney

**ACCOUNT ANNEXED (itemize)**

\*Plaintiff reserves the right to amend this Complaint to seek use and occupancy.

DOLAN CONNLY, P.C.

ATTORNEYS AT LAW

50 REDFIELD STREET, SUITE 202

Address of Plaintiff or Attorney BOSTON, MA 02122

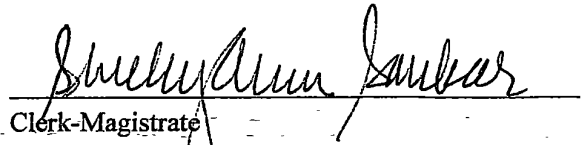
Telephone Number of Plaintiff or Attorney  
(617) 265-3100**NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT:** At the hearing on Jan 24, 2019

you (or your attorney) must appear in person to present your defense. You (or your attorney) must also file a written answer to this complaint. An answer is your response stating the reason(s) why you should not be evicted and may, in residential cases, include any claims you have against the Landlord. (An Answer Form is available in the clerk's office whose telephone number is (413) 748-7838.) You must file (deliver or mail) the answer with the court clerk and serve (deliver or mail) a copy on the landlord (or landlord's attorney) at the address shown above. The Answer must be received by the court clerk and received by the landlord (or the landlord's attorney) no later than Monday, Jan 21, 2019, which is the first Monday after the "entry date" listed above. The entry date is the day by which your landlord must file this complaint with the court clerk.

**NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT: IF YOU DO NOT FILE AND SERVE AN ANSWER, OR IF YOU DO NOT DEFEND AT THE TIME OF THE HEARING, JUDGMENT MAY BE ENTERED AGAINST YOU FOR POSSESSION AND THE RENT AS REQUESTED IN THE COMPLAINT.**

**SI USTED NO REGISTRA O NOTIFICA UNA CONTESTA, O SI USTED NO PRESENTA UNA DEFENSA A LA HORA DE LA AUDIENCIA, UNA SENTENCIA PUEDE SER REGISTRADA EN SU CONTRA PARA POSECCION Y POR LA RENTA REQUERIDA EN EL RECLAMO.**

To the Sheriffs of our several counties, or their Deputies, or any Constable of any City or Town within said Commonwealth, GREETINGS: We command you to summon the within named defendant(s)/tenant(s)/occupant(s) to appear as herein ordered.

  
Clerk-Magistrate



**Office of the Sheriff**

**Hampden County** • 96 Liberty St. • PO Box 5005 • Springfield, MA 01101-5005 • 413-732-5772

January 9, 2019

I hereby certify and return that on 1/7/2019 at 2:58 PM I served a true and attested copy of the SUMMARY PROCESS SUMMONS AND COMPLAINT in this action in the following manner: By leaving at the last and usual place of abode of TERRI A MAYES-KING AND ALL OTHER OCCUPANTS, to wit: 49 MEMERY LANE LONGMEADOW, MA 01106, and by mailing 1<sup>st</sup> class to the above address on 1/7/2019. Attestation x 2 (\$10.00) Basic Service Fee (\$20.00) Conveyance (\$1.20) Mailing (\$4.00) Travel (\$2.56) Total: \$37.76

**Deputy Sheriff MICHAEL GOLDBERG**

  
Deputy Sheriff



**Office of the Sheriff**

**Hampden County** • 96 Liberty St. • PO Box 5005 • Springfield, MA 01101-5005 • 413-732-5772

January 9, 2019

I hereby certify and return that on 1/7/2019 at 2:58 PM I served a true and attested copy of the SUMMARY PROCESS SUMMONS AND COMPLAINT in this action in the following manner: To wit, by delivering in hand to ALTON KING JR. AND ALL OTHER OCCUPANTS at 49 MEMERY LANE LONGMEADOW, MA 01106. Basic Service Fee (\$20.00) Attestation X 1 (\$5.00) Mailing1 (\$2.00) Total: \$27.00

**Deputy Sheriff MICHAEL GOLDBERG**

  
RA 14  
Deputy Sheriff

WESTERN DIVISION  
HOUSING COURT

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

2010 JAN 16 a. AM 11:55  
Hampden, ss:  
County

e. Western Housing Court  
Name of Court

f. 19SP196  
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**
- ☒ My name is Alton King Jr
  - ☒ I live at 49 Memory Lane, Longmeadow MA 01106. I moved in on or about June 2004
  - ☐ I pay \$ \_\_\_\_\_ in rent per (month/week).
  - ☐ I receive a rent subsidy. The full contract rent is \$ \_\_\_\_\_.
  - ☐ I do \_\_\_/do not \_\_\_ have a written lease.
  - ☒ I deny that I live in my home unlawfully and against the right of the landlord.
  - ☒ I deny that I owe the amount of rent or use and occupancy listed in the landlord's complaint.
  - ☐ 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

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

*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*

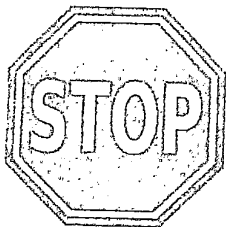
**Tenant Not Responsible for Alleged Behavior**

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:

- ☐ cockroaches, other insects, mice or rats
- ☐ water leak and plumbing problems
- ☐ electrical problems
- ☐ lead paint
- ☐ other: \_\_\_\_\_

- ☐ defective or leaky windows
- ☐ defective ceilings, walls, or floors
- ☐ problems with heat and/or hot water
- ☐ defective locks or security problems

30. ☐ The landlord knew or should have known about the bad conditions because:

- a. ☐ I told the landlord orally.
- b. ☐ I told the landlord in writing.
- c. ☐ The landlord was notified by Inspectional Services, Board of Health, housing agency, or someone else.
- d. ☐ All or some of the conditions existed when I moved in.
- e. ☐ All or some of the conditions existed when the landlord purchased the property or at the time of foreclosure.
- f. ☐ All or some of these conditions exist in common areas that the landlord has access to.
- g. ☐ 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.

Alton King Jr.  
Signature of Tenant(s) (or Former Owner of Record)

Alton King Jr.  
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 Memery Lane Apt. No. \_\_\_\_\_  
City Longmeadow State MA Zip 01106  
Telephone Number 413 250 0098 Date 12/14/18  
Email (if any) \_\_\_\_\_

altingjr2@comcast.net

Prepared in part with the assistance of counsel

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

HOUSING COURT DEPARTMENT  
WESTERN DIVISION

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,

v.

TERRI A. MAYES-KING, et al.,

Defendants.

Docket No. 19H79SP000190

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

Now Comes Plaintiff 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") and hereby moves for summary judgment, pursuant to Mass. R. Civ. P. 56, on its claim for possession against Defendant Alton King, Jr. ("Defendant"), and with respect to all of Defendant's defenses and counterclaims. As grounds therefore, Plaintiff states that there are no genuine issues of material fact and that it is entitled to judgment as a matter of law. In support of its motion, Plaintiff relies upon its accompanying memorandum of law and affidavit filed contemporaneously herewith.

WHEREFORE, Plaintiff respectfully requests that this Court enter summary judgment in its favor on its claim for possession, and on Defendant's defenses and counterclaims.

*[Signatures on Next Page]*

Respectfully submitted,

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 their attorneys,



---

Carl E. Fumarola (BBO #659019)  
Christine M. Kingston (BBO #682962)  
Nelson Mullins Riley & Scarborough LLP  
One Post Office Square, 30<sup>th</sup> Floor  
Boston, MA 02109  
617-217-4700 (phone)  
[carl.fumarola@nelsonmullins.com](mailto:carl.fumarola@nelsonmullins.com)  
[christine.kingston@nelsonmullins.com](mailto:christine.kingston@nelsonmullins.com)

CERTIFICATE OF SERVICE

I, Carl E. Fumarola, certify that on this 30th day of May, 2019, I caused a copy of the foregoing document to be served on all appearing *pro se* parties and counsel of record, as indicated below, by first class mail and email:

Alton King, Jr. (*pro se*)  
49 Memery Lane  
Longmeadow, MA 01106  
[alkingjr2@comcast.net](mailto:alkingjr2@comcast.net)



---

Carl E. Fumarola

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

HOUSING COURT DEPARTMENT  
WESTERN DIVISION

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,

v.

TERRI A. MAYES-KING, et al.,

Defendants.

Docket No. 19H79SP000190

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR  
SUMMARY JUDGMENT**

Plaintiff 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") hereby respectfully submits its Memorandum of Law in support of its Motion for Summary Judgment, pursuant to Mass. R. Civ. P. 56, on its claim for possession against Defendant Alton King, Jr. ("Defendant"), and as to Defendant's defenses and counterclaims.

**INTRODUCTION**

This is a post-foreclosure eviction action against the former owner of the subject property. Defendant raises only two foreclosure-related allegations, claiming that Plaintiff failed to comply with Paragraph 22 of the Mortgage and with G.L. c. 244, § 35B. However, the undisputed evidence submitted herewith shows that Plaintiff strictly complied with Paragraph 22 by sending a fully compliant notice pursuant thereto, and that Defendant actually received such notice. The undisputed evidence also shows that Plaintiff and its predecessor made a good faith effort to avoid

foreclosure (for example, by providing a modification in late 2010), and thus complied with Section 35B. In any event, the burden is on Defendant to establish fundamental unfairness arising from an alleged Section 35B violation, a burden he has not met and cannot meet.

Finally, Defendant claims that certain repairs on his home were performed poorly and that this affected the value of the home at some unspecified time period. These allegations are not properly directed at Plaintiff (which did not make any repairs at the Property), nor do they affect the validity of the foreclosure and Plaintiff's resultant title. Judgment for possession must enter in favor of Plaintiff.

### FACTUAL BACKGROUND

On August 8, 2006, Terri Mayes-King ("Terri")<sup>1</sup> executed a promissory note ("Note") in the amount of \$1,000,000.00 with original lender Community Lending Incorporated ("Community Lending"). *See* Affidavit of Carl E. Fumarola ("Fumarola Aff."), Exhibit I – *Note*. Following a series of specific endorsements, the Note was endorsed in blank. *See id.*

To secure the Note, Defendant and Terri granted a mortgage (the "Mortgage") to Mortgage Electronic Registrations Systems, Inc. ("MERS") as nominee for Community Lending and its successors and assigns on real property located at 49 Memery Lane, Longmeadow, Massachusetts (the "Property"). *See* Fumarola Aff., Exhibit A – *Certified Copy of Mortgage*. The Mortgage was duly recorded in the Hampden County Registry of Deeds ("Registry"). *See id.* On or around December 29, 2010, Terri was granted a modification of the Note. *See* Fumarola Aff., Exhibit B – *Certified Copy of Modification Agreement*. On December 9, 2017, MERS assigned the Mortgage to Plaintiff. *See* Fumarola Aff., Exhibit C – *Certified Copy of Assignment of Mortgage*. The Assignment was duly recorded in the Registry on December 28, 2017. *See id.* On April 6, 2018,

---

<sup>1</sup> Terri has been dismissed from this case. *See* April 17, 2019 Agreement of the Parties.

Plaintiff caused to be recorded an “Affidavit Pursuant to M.G.L. Chapter 244 Sections 35B and 35C,” attesting to the fact that (1) Plaintiff had complied with G.L. c. 244, § 35B, and (2) Plaintiff was the holder of the subject Note. *See Fumarola Aff., Exhibit D – Certified Copy of Sections 35B and 35C Affidavit.*

Terri defaulted on the Note in October 2015. Thereafter, Terri and Defendant were sent separate notices pursuant to G.L. c. 244, §§ 35A and 35B, and Paragraph 22 of the Mortgage, via certified mail dated June 29, 2017. *See Fumarola Aff., Exhibit J - G.L. c. 244, §§ 35A and 35B, and Paragraph 22 Notices.* Terri failed to cure the default prior to foreclosure. *See Fumarola Aff., Exhibit E - Certified Copy of Foreclosure Deed, at Affidavit of Sale.*

After Terri failed to cure her default, Plaintiff lawfully foreclosed on the Mortgage on August 24, 2018. *See Fumarola Aff., Exhibit E.* Plaintiff was the highest bidder and took title to the Property. *See id.* Subsequently, Plaintiff caused to be executed and recorded in the Registry on October 16, 2018 its Foreclosure Deed, and attached G.L. c. 244, § 15 Affidavit of Sale. *See id.* Plaintiff also caused to be recorded on even date an “Affidavit Regarding Note Secured by Mortgage Being Foreclosed,” attesting to the fact that Plaintiff had held the Note at the time of foreclosure, and that Plaintiff strictly complied with Paragraph 22 of the Mortgage prior thereto. *See Fumarola Aff., Exhibit F – Certified Copy of Eaton and Pinti Affidavit.*

### **SUMMARY JUDGMENT STANDARD**

Summary judgment is appropriate when there is “no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.” Mass. R. Civ. P. 56(c); *Theran v. Rokoff*, 413 Mass. 590, 591 (1992); *Augat, Inc. v. Liberty Mut. Ins. Co.*, 410 Mass. 117, 120 (1991). If no triable issue of fact is presented, the moving party is entitled to judgment as a matter



of law, and summary judgment may be entered in favor of the moving party. *See* Mass. R. Civ. P. 56(c).

## **ARGUMENT & AUTHORITIES**

### **I. Plaintiff Has Made A Prima Facie Case for Possession.**

Plaintiff makes a “prima facie showing of its right to possession by producing an attested copy of the foreclosure deed and affidavit of sale under G.L. c. 244, § 15.” *Fed. Nat’l Mortg. Ass’n v. Hendricks*, 463 Mass. 635, 637 (2012). The statutory form affidavit of sale is set forth in G.L. c. 183, Appendix Form 12, and the form affidavit “shall be admitted as evidence that the power of sale was duly executed.” *Id.* at 638-39 & 638 n.3 (*quoting* G.L. c. 244, § 15). When “the affidavit of sale is in the statutory form or meets the particular requirements of § 15, a plaintiff has made a prima facie case.” *Id.* at 642. The burden shifts to Defendant “to counter with [his] own affidavit” demonstrating some genuine issue of material fact regarding compliance with G.L. c. 244, § 14. *Id.* “If a defendant fails to show the existence of a genuine issue of material fact in response to a motion for summary judgment by contesting factually a prima facie case of compliance with G. L. c. 244, § 14, such failure generally should result in judgment for the plaintiff.” *Id.*

Here, Plaintiff establishes its prima facie case for possession by submitting a certified copy of its Foreclosure Deed and the statutory Affidavit of Sale. *See* Exhibit E. The Affidavit of Sale is properly completed in the form prescribed by G.L. c. 244, § 15 and is sufficiently particularized. *See id.* The Foreclosure Deed and the Affidavit of Sale recite compliance with the statutory publication and notice requirements. *See id.* Thus, Plaintiff has made its prima facie case for possession by virtue of the certified Foreclosure Deed and Affidavit of Sale submitted herewith.

The burden shifts to Defendant to show either that Plaintiff did not strictly comply with the statutory power of sale provided in the mortgage, as set out in G.L. c. 183, § 21, and further regulated by portions of G.L. c. 244, §§ 11 – 17C, or that its actions were so “fundamentally unfair” that Defendant is entitled to affirmative equitable relief in the form of setting aside of the foreclosure sale. *See U.S. Bank Nat. Ass’n v. Schumacher*, 467 Mass. 421, 432-33 (2014) (Gants, J., concurring). For the reasons set forth below, Defendant cannot rebut Plaintiff’s prima facie case.

## **II. Defendant’s Foreclosure-Related Defenses and Counterclaims Are Factually Meritless.**

Defendant raises two form defenses/counterclaims purporting to challenge the validity of the foreclosure and/or Plaintiff’s resultant title, alleging that: (1) Plaintiff failed to comply with Paragraph 22 of the Mortgage; and (2) Plaintiff failed to comply with G.L. c. 244, § 35B. Both defenses/counterclaims are factually meritless, and thus are insufficient to rebut Plaintiff’s prima facie case for possession.

### **A. Plaintiff Strictly Complied with Paragraph 22 of the Mortgage.**

Contrary to Defendant’s conclusory allegation, Plaintiff fully and strictly complied with Paragraph 22 of the Mortgage. Plaintiff, through its servicer, sent to Defendant and Terri a stand-alone Paragraph 22 letter dated June 29, 2017. *See* Exhibit J. The notice fully complied with Paragraph 22 of the Mortgage by, *inter alia*, informing them of their “right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.” *See id.* As such, it tracked the language contained in Paragraph 22 and strictly complied with the same. *See id.*; compare with Exhibit A, ¶ 22.

Defendant’s contention appears to arise not from the content of the Paragraph 22 notice itself, but his allegation that he does not recall actually receiving the notice. *See* Exhibit G,

Defendant's Answers to Interrogatories, Answer No. 14 ("To the best of my knowledge, I do not believe that I receive[d] the required pre-foreclosure notices . . .").

However, the undisputed evidence before the Court is that Plaintiff sent the Paragraph 22 notice. *See Fumarola Aff.*, ¶ 12 & Exhibit J. (notices sent to Defendants on or around June 29, 2017 by United States Postal Service Certified Mail pursuant to G.L. c. 244, §§ 35A and 35B, and Paragraph 22 of the Mortgage). The further undisputed evidence is that Defendant and Terri actually received the Paragraph 22 notice. *See Fumarola Aff.*, Exhibit H – *Tracking Information for Paragraph 22 Notice* (indicating receipt on July 6, 2017 at the Property). Thus, Defendant's allegations concerning Paragraph 22 are factually meritless.

B. Plaintiff and its Predecessor Complied with G.L. c. 244, § 35B.

Defendant also alleges in his form Answer that Plaintiff or its predecessor "fail[ed] to make a good faith effort to avoid foreclosure." *See Answer*, ¶ 47. This is also a factually meritless defense and counterclaim.

First, Plaintiff and its predecessor made a good faith effort to avoid foreclosure as required by Section 35B. For example, Terri was granted a loan modification on or around December 29, 2010, which helped address Terri's difficulties on the loan. *See Exhibit B.*<sup>2</sup> At that point, the principal balance on the loan had increased from \$1,000,000 to \$1,249,601.17, but the modification re-set the terms of the loan and allowed Terri to avoid foreclosure at that juncture. *See id.* It also set the interest rate at 2%, thus not making the rate variable as it had been at its inception. *See id. Compare with Exhibit I.*

---

<sup>2</sup> This is not an exclusive recitation of the foreclosure alternatives offered to Terri over the life of the loan. Plaintiff reserves the right to supplement the summary judgment record with proof of other offers and accommodations made to Terri to avoid foreclosure if necessary.

Second, Defendant would have to prove fundamental unfairness resulting from an alleged Section 35B violation in order to challenge the foreclosure. *See, e.g., Bank of N.Y. Mellon v. Fernandez*, 87 Mass. App. Ct. 1136, 2015 WL 4426213, at \*2 (Mass. App. Ct. July 21, 2015) (Rule 1:28 Memorandum and Order) (“Because, as we noted above, the denial of a request for a loan modification does not affect the bank’s title, the homeowner is left with the argument that the denial of her request for a loan modification was so fundamentally unfair that she was entitled to equitable relief.”).

As applicable here, the Massachusetts Appeals Court has held that even an erroneous denial of a loan modification prior to foreclosure does not constitute fundamental unfairness such to set aside the sale. *See id.* (“[A]n erroneous denial of a loan modification request, standing alone, [does] not constitute ‘fundamental unfairness’” such to set aside a foreclosure sale). Moreover, “fundamental unfairness” has been construed by at least one judge in this Court to require, among other things, a showing of *intentional* conduct on behalf of the lender. Namely, judges in the Western and Eastern Housing Courts have utilized a three-part inquiry “to determine fundamental unfairness for loan modification practices”:

(1) defendants met the qualification criteria under one or more of the loan modification programs; (2) either plaintiff *intentionally* failed to apply the correct loan modification eligibility criteria, or *intentionally* engaged in unreasonable delay in evaluating plaintiff’s mortgage loan modification applications; *and* (3) that but for such unfair or deceptive conduct defendant’s loan modification application *would have been approved* prior to the foreclosure sale.

*See U.S. Bank National Association v. Brouillettes*, No. 16-SP-4554 (Western Housing Court) (Fields, J.), July 7, 2017 Order, pp. 5-6 (emphasis added) (*citing Fed. Nat’l Mortg. Co. v. Domingo Franco et al.*, Docket No. 13H84SP005358 (Boston Housing Court Dec. 22, 2015) (Winik, F.J.)).

Defendant has presented neither proof of a violation of Section 35B, nor resulting fundamental unfairness. For these reasons, his Section 35B defense fails to rebut Plaintiff's prima facie case for possession.

**III. Defendant's Allegations Concerning Repairs Made on his Home Are Not Relevant to Plaintiff or to the Foreclosure, Title, or Possession, and Are Unsupported by Any Evidence.<sup>3</sup>**

Defendant also purports to present a defense/counterclaim in this action concerning repairs at the Property, alleging in his form Answer that "foreclosure resulted from the bank's improper approval of repairs that caused damage to the house." *See* Answer, ¶ 18. Defendant's attempt to tie to the foreclosure allegedly poor repairs made at the Property by a non-party to this action at an unspecified date is unavailing.

First, Defendant is plainly incorrect that alleged repairs or non-repairs at the Property caused the foreclosure. Defendant has admitted that there was a default on the mortgage loan. *See* Exhibit G, Defendant's Responses to Plaintiff's Requests for Admission, Response No. 1 (answering "Admitted" to "Admit that you defaulted under the terms of the Mortgage."). As there was a default, and Terri failed to cure the same after being provided opportunity to do so (*see* Fumarola, Exhibit Aff., Exhibit E & Exhibit J), Plaintiff lawfully foreclosed pursuant to Paragraph 22 of the Mortgage. *See* Exhibit A, ¶ 22 ("If the default is not cured on or before the date specified in the Notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law."). *See also* G.L. c. 183, § 21.

---

<sup>3</sup> Defendant also appeared to raise tenancy defenses in his form Answer, such as conditions at the Property, but it is undisputed that he is the former owner of the Property (and therefore a tenant at sufferance of Plaintiff), and not an actual or bona fide tenant entitled to raise tenancy defenses herein.

Second, this allegation is not properly directed at Plaintiff. Plaintiff at no time has engaged in repairs of the Property, nor has Defendant alleged the same. Rather, it appears that Plaintiff's dispute arises out of repairs made pursuant to an insurance claim on the Property, for which Plaintiff had the very limited role of holding and disbursing insurance proceeds paid by Defendant's insurer to make the repairs. *See* Exhibit A, ¶ 5 (providing that, in the event of loss, "Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction ... Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed."). As such, the *only* allegation that Defendant could make against Plaintiff directly concerning repairs is an allegation that Plaintiff did not promptly disburse the insurance proceeds pursuant to the terms of the Mortgage, an allegation that Defendant has neither made nor supported, and which Defendant could not make.

Insofar as Defendant was displeased with the repairs made on the Property by non-parties to this suit, his recourse (if any) was to seek monetary damages against the contractors that completed the work. Plaintiff is not the correct party against which to direct allegations of faulty repairs, as Plaintiff made no repairs and never endeavored to make repairs.

Moreover, even if Defendant took issue with Plaintiff's disbursement of insurance proceeds pursuant to Paragraph 5 of the Property – an allegation he has neither made nor supported – this is wholly irrelevant to the issues in this case concerning the validity of the foreclosure, and Plaintiff's resultant title and right to possession. It is well-settled under Massachusetts law that, in foreclosing by sale, a mortgagee need only strictly comply with the power of sale set forth in G.L. c. 183, § 21, the statutes relating thereto (*i.e.*, portions of G.L. c. 244, §§ 11-17C), and the terms of the mortgage relating to the same. *See* G.L. c. 183, § 21 (a mortgagee "may sell the mortgaged

premises ... [after] first complying with the terms of the mortgage and with the statutes relating to the foreclosure of mortgages by the exercise of a power of sale.”); *U.S. Bank N.A. v. Schumacher*, 467 Mass. 421, 428-29 (2014) (strict compliance in foreclosing is applicable only to the exercise of the power of sale); *Pinti v. Emigrant Mortg. Co., Inc.*, 472 Mass. 226, 233-34 (2015) (“[T]he mortgagee, to effect a valid foreclosure sale, must strictly comply not only with the terms of the actual power of sale in the mortgage, but also with any conditions precedent to the exercise of the power that the mortgage might contain.”); *Turra v. Deutsche Bank Trust Company Americas*, 476 Mass. 1020, 1021-22 (2017) (same). Paragraph 5 of the Mortgage, concerning disbursement of insurance proceeds, does not relate to the exercise of the power of sale, and thus any alleged violation thereof is irrelevant for the purposes of title and possession.<sup>4</sup>

Finally, to the extent Defendant advances the repair allegations not to defend against the possession claim but as a separate counterclaim for monetary damages, this is outside the scope of permissible counterclaims in a post-foreclosure summary process eviction action. *See, e.g., Bank of America, N.A. v. Rosa*, 466 Mass. 613, 624 (2013) (in a post-foreclosure summary process case, the former owner may file counterclaims “challeng[ing] ... plaintiff’s title”); *Fed. Nat. Mortgage Ass’n v. Rego*, 474 Mass. 329, 339 (2016) (“When the summary process action follows a foreclosure on the property, the foreclosed occupant facing eviction may assert that the power of sale was not strictly complied with and that the foreclosure is therefore void, entitling the occupant to possession. The occupant also may assert other affirmative defenses or counterclaims, such as those based on violations of G.L. c. 93A or G.L. c. 151B ...”). This is again notwithstanding the

---

<sup>4</sup> Nor could an alleged violation of Paragraph 5 of the Mortgage prove fundamental unfairness with respect to the foreclosure, as disbursement of insurance proceeds is unrelated to the borrower’s default and the subsequent foreclosure. *See Fernandez*, 87 Mass. App. Ct. 1136, 2015 WL 4426213, at \*2 (noting that “violations of law *during the foreclosure process* may render the foreclosure so ‘fundamentally unfair’ that the homeowner is ‘entitled to affirmative equitable relief, specifically the setting aside of the foreclosure sale ...” (citations omitted) (emphasis added)).

fact that Defendant's recourse, if any, was to sue the contractors who completed the repairs, not the lender who disbursed insurance funds to pay for the same.

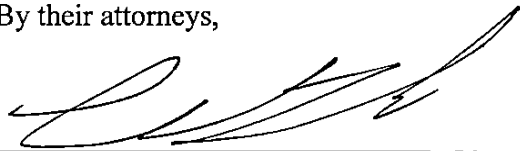
### CONCLUSION

For all of the foregoing reasons, judgment for possession should enter in Plaintiff's favor.

Respectfully submitted,

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 their attorneys,



Carl E. Fumarola (BBO #659019)  
Christine M. Kingston (BBO #682962)  
Nelson Mullins Riley & Scarborough LLP  
One Post Office Square, 30<sup>th</sup> Floor  
Boston, MA 02109  
617-217-4700 (phone)  
[carl.fumarola@nelsonmullins.com](mailto:carl.fumarola@nelsonmullins.com)  
[christine.kingston@nelsonmullins.com](mailto:christine.kingston@nelsonmullins.com)

### CERTIFICATE OF SERVICE

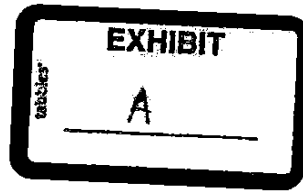
I, Carl E. Fumarola, certify that on this 30th day of May, 2019, I caused a copy of the foregoing document to be served on all appearing *pro se* parties and counsel of record, as indicated below, by first class mail and email:

Alton King, Jr. (*pro se*)  
49 Memery Lane  
Longmeadow, MA 01106  
[alokingjr2@comcast.net](mailto:alokingjr2@comcast.net)



Carl E. Fumarola





100% Recycled 30% PCW



Bk 14119 Pg3 #72286  
08-14-2006 @ 03:11p

After Recording Return To:  
COMUNITY LENDING, INCORPORATED  
P.O. BOX 2080  
MORGAN HILL, CALIFORNIA 95038  
Loan Number: 1000109374

Property Address: 49 MEMERY LANE  
LONGMEADOW, MASSACHUSETTS 01106

[Space Above This Line For Recording Data]

## MORTGAGE

MIN: 1000285-1000109374-3

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated AUGUST 8, 2006, together with all Riders to this document.
- (B) "Borrower" is TERRI A. MAYES-KING AND ALTON KING, JR., WIFE AND HUSBAND

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. 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.

(D) "Lender" is COMUNITY LENDING INCORPORATED

Lender is a CALIFORNIA CORPORATION organized  
and existing under the laws of CALIFORNIA  
Lender's address is 610 JARVIS DRIVE, SUITE 200, MORGAN HILL, CALIFORNIA  
95037

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 8, 2006  
The Note states that Borrower owes Lender ONE MILLION AND 00/100

Dollars (U.S. \$ 1,000,000.00 ) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than  
SEPTEMBER 1, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Borrower Initials: *TMK AKJ*

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 1 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Biweekly Payment Rider         |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Second Home Rider              |
| <input type="checkbox"/> Condominium Rider                | <input type="checkbox"/> Other(s) [specify]             |

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

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

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to 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  
[Type of Recording Jurisdiction]

of

HAMPDEN  
[Name of Recording Jurisdiction]

Borrower Initials:

*Amk AKT*

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 2 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

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

which currently has the address of

49 MEMERY LANE

[Street]

LONGMEADOW  
[City]

, Massachusetts

01106  
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, 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 and canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim

Borrower Initials: dmk AET

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 3 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS



which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

Borrower Initials: dmk AKJ

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 4 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any

Borrower Initials: DMK AKV

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 5 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower Initials: dmk AKJ

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 6 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying

Borrower Initials: AKJ

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 7 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS



the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or

Borrower Initials: dmk AKJ

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 8 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

Borrower Initials: dmk AKT

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 9 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter

Borrower Initials: Amk AKJ

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 10 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be

Borrower Initials: DMK AKJ

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 11 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS



entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

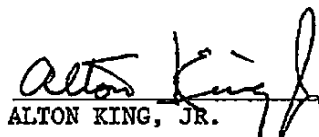
If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)  
TERRI A. MAYES-KING -Borrower

 (Seal)  
ALTON KING, JR. -Borrower

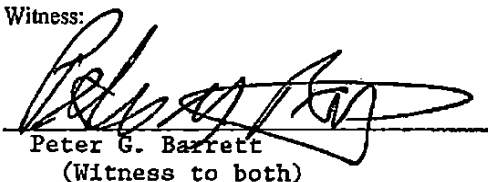
\_\_\_\_ (Seal)  
-Borrower

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

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

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

Witness:

  
Peter G. Barrett  
(Witness to both)

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 12 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

Commonwealth of Massachusetts

County of Hampden

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 were *Mass Driver's License.*

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she)  
signed it voluntarily for its stated purpose.

☐ (as partner for  
a corporation)

☐ (as

for

, a corporation)

☐ (as attorney in fact for  
the principal)

☐ (as

for

, (a) (the)

)

  
Peter G. Barrett Notary Public



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

(Seal)

My commission expires: November 30, 2012

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 13 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Cooley-Rivera, Esq.*

REGISTER OF DEEDS

MIN: 1000285-1000109374-3

Loan Number: 1000109374

Doc ID#:

**ADJUSTABLE RATE RIDER****(PayOption 11th District Cost of Funds Index - Payment Caps)**

THIS ADJUSTABLE RATE 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 Adjustable Rate Note (the "Note") to COMMUNITY LENDING, INCORPORATED, A CALIFORNIA CORPORATION ("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 NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for changes in the interest rate and the monthly payments, as follows:

**2. INTEREST****(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.000 %. The interest rate I will pay may change.

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

**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the 1st day of OCTOBER 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

**(C) Index**

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the monthly weighted average cost of savings, borrowings and advances  
Borrower Initials: dmk AKT

PayOption COFI ARM Rider

FE-5314 (0511)

Page 1 of 5

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 14 of 19

Printed: March 11, 2019 @ 9:53:54

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

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

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

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 150/1000 percentage point(s) 4.150 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will make a payment every month.

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

I will make my monthly payments at 610 JARVIS DRIVE, SUITE 200, MORGAN HILL, CALIFORNIA 95037

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

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S.\$ 3,216.40 unless adjusted under Section 3 (F).

**(C) Payment Change Dates**

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of OCTOBER, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

Borrower Initials:

*dmk AKJ*

PayOption COFI ARM Rider  
FE-5314 (0511)

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 15 of 19

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS



**(D) Calculation of Monthly Payment Changes**

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

**(E) Additions to My Unpaid Principal**

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN AND 000/1000 percent (115.000%) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

**(G) Required Full Payment**

On the 5th Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

Borrower Initials: AKJ  
PayOption COFI ARM Rider

FE-5314 (0511)

Page 3 of 5

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 16 of 19

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

**(H) Payment Options**

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

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

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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that

Borrower Initials: AKS AKJ

PayOption COFI ARM Rider  
FE-5314 (0511)

Page 4 of 5

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 17 of 19

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

Terri A. Mayes-King  
TERRI A. MAYES-KING -Borrower

Alton King, Jr.  
ALTON KING, JR. -Borrower

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

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

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 18 of 19

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

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 Panning 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

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 16119 Pg3 #72286

Page 19 of 19

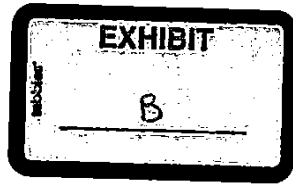
Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS





100% Recycled 30% PCW



RECORDING REQUESTED BY:  
BAC Home Loans Servicing, LP  
Attn: Home Retention Division: CA6-919-01-43  
400 National Way  
Simi Valley, CA 93065

Loan #: 129362439

**LOAN MODIFICATION AGREEMENT**  
**(Fixed Interest Rate- Balloon Loan-Recorded)**

This Loan Modification Agreement ("Agreement"), made this 29th day of December 2010, between TERRI A MAYES-KING, and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 8th day of August 2006 and in the amount of \$1,000,000.00 and recorded on the 8/14/2006 in Book No. 16119, Page No. 3 as Document No. 72286 in the Official Records of HAMPDEN County, in the State of MA, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at 49 MEMERY LANE, LONGMEADOW, MA 1106.

Please See Attached Exhibit (A)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1 As of the 1st day of March 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,249,601.17 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 2.000% from the 1st day of February 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$4,618.77 beginning on the 1st day of March 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of September 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

Borrower understand that my monthly principal and interest payment for the interest bearing Principal Balance is being amortized over 360 months from the date of my first modification payment. However, the scheduled maturity date of my loan will remain unchanged. This means that even if I make all of the scheduled payments under this modification on time I will have a remaining balance at the maturity of my loan which is called a balloon payment, and I will need to make arrangements to pay this remaining balance.

- 3 The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 or at such other place as the Lender may require.
- 4 Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

TERRI A. MAYES-KING  
TERRI A MAYES-KING

12/30/2010  
Date

STATE OF Massachusetts  
County OF Hampden  
On 12/30/10

Before me, Susan Dominick Notary Public, personally appeared

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

WITNESS my hand and NOTARY PUBLIC  
SUSAN M. DOMINICK  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires May 11, 2012

Signature Susan Dominick

Loan# 129362439

RA 79

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 18732 Pg595 #19276

Page 1 of 4

Printed: March 11, 2019 @ 9:53:55

ATTEST:

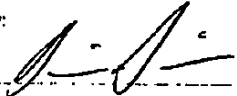
*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

Do Not Write Below This Line.

THIS SECTION IS FOR INTERNAL BANK OF AMERICA HOME LOANS SERVICING, LP USE ONLY

By:



Dated:

3-23-11

BRIAN SIMON, AVP

STATE OF \_\_\_\_\_

County OF \_\_\_\_\_

On \_\_\_\_\_

Before me, \_\_\_\_\_

Notary Public, personally appear

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

WITNESS my hand and official seal.

Signature

SEE ATTACHED

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 18732 Pg595 #19276

Page 2 of 4

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Cooley-Rivera, Esq.*

REGISTER OF DEEDS

**ACKNOWLEDGMENT**

State of California  
County of Ventura

On 3-23-11 before me, Sophia Rincon, Notary Public  
(Insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 18732 Pg595 #19276

Page 3 of 4

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chf A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS



## 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.

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 18732 Pg595 #19276

Page 4 of 4

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chf A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS



100% Recycled 30% PCW



Total Pages: 2

0017728130 SPS



**CORPORATE ASSIGNMENT OF MORTGAGE**

TS Ref #: 0004190000027490 / Client Ref #: 632413051

MA/HAMPDEN

MERS #: 100028510001093743 / MERS Phone #: (888) 678-6377

Assignment Prepared on: November 28, 2017

**Assignor:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR  
COMMUNITY LENDING INCORPORATED, ITS SUCCESSORS AND ASSIGNS, at P.O. Box 2026, Flint, MI,  
48501-2026

**Assignee:** 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, at C/O SELECT PORTFOLIO SERVICING, INC., 3217 S.  
DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119

For value received, the Assignor does hereby grant, assign, transfer and convey, unto the above-named Assignee all  
interest under that certain Mortgage Dated: 8/8/2006, in the amount of \$1,000,000.00, executed by TERRI A.  
MAYES-KING AND ALTON KING, JR., WIFE AND HUSBAND to MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. ("MERS") AS NOMINEE FOR COMMUNITY LENDING INCORPORATED, ITS SUCCESSORS AND  
ASSIGNS and Recorded: 8/14/2006, Instrument #: 72288, Book: 18119, Page: 3 in HAMPDEN County, State of  
Massachusetts.

Property Address: 49 MEMERY LANE, LONGMEADOW, MA, 01106

The undersigned, affirms that to the best of his/her knowledge, that no mortgage broker or mortgage loan originator  
was involved in the mortgage.

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

**Recording Requested By:**  
Select Portfolio Servicing, Inc.

**When recorded return to :**  
Richmond Monroe Group  
82 Jim Linegar LN  
Branson West, MO. 65737  
SPS #

49 MEMERY LANE, LONGMEADOW, MA, 01106

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22007 Pg229 #77428

Page 1 of 2

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

Page: 2 of 2 / Loan #: 0017726130 / TS Ref #: 0004190000027490

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")

On: 12/19/2017

Signature: [Signature]  
Name: JAREN FRENCH  
Title: ASSISTANT SECRETARY



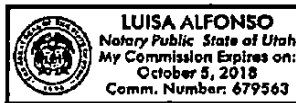
State of UTAH  
County of SALT LAKE

On 12/19/17, before me, Luisa Alfonso, a Notary Public in and for SALT LAKE in the State of UTAH, personally appeared Jaren French, Assistant Secretary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

[Signature]  
Luisa Alfonso

Notary Expires: October 9, 2018 / #: 679563



MA/HAMPDEN

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22007 Pg229 #77428

Page 2 of 2

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS





100% Recycled 30% PCW



**Affidavit Pursuant to M.G.L. Chapter 244 Sections 35B and 35C**

**Property Address:** 49 Memery Lane, Longmeadow, MA 01106

**Mortgage:** 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 Recorded Loan Modification recorded with said Registry of Deeds in 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 assignment recorded in said Registry of Deeds in Book 22007, Page 229.

**Foreclosing Mortgagee:** 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 undersigned, MICHAEL BURKE, having personal knowledge of the facts herein stated, under oath deposes and says as follows:

1. I am a Document Control Officer of Select Portfolio Servicing, Inc. ("SPS"), attorney-in-fact and duly authorized agent 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, the Foreclosing Mortgagee.
2. As a mortgage servicer, SPS collects payments from borrowers and maintains up-to-date electronic records concerning the loans it services in its electronic record-keeping system. I have access to SPS's business records, including the business records for and relating to the subject loan. I make this affidavit based upon my review of those records relating to the Borrower(s)'s loan and from my own personal knowledge of how the records are kept and maintained. The loan records are maintained by SPS in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with personal knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
3. To the extent that the business records of the loan in this matter were created by a prior servicer, the prior servicer's records for the loan were integrated and boarded into SPS's systems, such that the prior servicer's records concerning the loan are now part of SPS's business records. SPS maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the boarded records. It is the regular practice of SPS to integrate prior servicers' records into SPS's business records, and to rely upon the accuracy of those boarded records in providing its loan servicing functions. These prior servicer records are integrated and relied upon by SPS as part of SPS's business records.

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22122 Pg119 #17881

Page 1 of 2

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Cordero-Rivera, Esq.*

REGISTER OF DEEDS

Property Address: 49 Memory Lane, Longmeadow, MA 01106

4. Based upon my review of SPS's business records, I certify that:

- a. ☒ The requirements of M.G.L. Chapter 244 Section 35B have been complied with.  
☐ M.G.L. Chapter 244 Section 35B is not applicable to the above-referenced mortgage.
- b. On this date, 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:  
☒ the holder of the promissory note secured by the above-referenced mortgage.  
☐ the authorized agent of the holder of the promissory note secured by the above referenced mortgage.

Signed under the pains and penalties of perjury this 28<sup>th</sup> day of March, 20 18.

By: [Signature]

Name: MICHAEL BURKE

Title: Document Control Officer  
Select Portfolio Servicing, Inc.

Date: 3/28/18

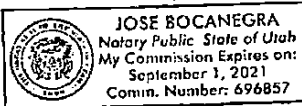
STATE OF UTAH

COUNTY OF SALT LAKE

Subscribed before me on this 28 day of March, in the year 20 18 by Michael Burke 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 who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. Witness my hand and official seal.

Notary Public

[Signature]  
**Jose Bocanegra**



DONALD E. ASHE, REGISTER  
 HAMPDEN COUNTY REGISTRY OF DEEDS

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22122 Pg119 #17881

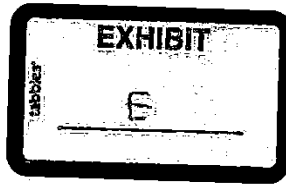
Page 2 of 2

Printed: March 11, 2019 @ 9:53:55

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS



100% Recycled 30% PCW





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  
Clk: 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

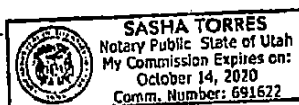
The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-J7, Mortgage Pass-Through Certificates, Series 2006-J7, by Select Portfolio Servicing, Inc., as attorney-in-fact

By: [Signature]  
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.

[Signature]  
Notary Public



RE: 49 Memory Lane, Longmeadow, MA 01106

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22404 Pg6 #61937

Page 1 of 3

Printed: March 11, 2019 @ 9:53:56

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

## 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.

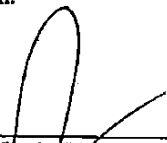
This office has complied with Chapter 244, Section 14 of Massachusetts General Laws, as amended, by mailing the required notices by certified mail, return receipt requested.

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

My Commission Expires: 2/23/20

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

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22404 Pg6 #61937

Page 2 of 3

Printed: March 11, 2019 @ 9:53:56

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

## EXHIBIT "A"

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

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**  
By virtue and in exercise of the Power of Sale contained in a certain Mortgage given by Jerr A. Mares-King and Alton King, Jr. to Mortgage Electronic Registration Systems, Inc., as nominee for Community Lending Incorporated, its successors and assigns, dated August 6, 2006 and recorded with the Hampden County Registry of Deeds in Book 14110, Page 2 as effected by a Loan Modification recorded on April 11, 2011 in said Registry of Deeds at Book 14722, Page 258, subsequently assigned to The Bank of New York Mellon, 174/4 the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-17, Mortgage Pass-Through Certificates, Series 2006-17, by Mortgage Electronic Registration Systems, Inc., as nominee for Community Lending Incorporated, its successors and assigns by assignment resumed in said Hampden County Registry of Deeds at Book 15200, Page 225 for breach of the conditions of said Mortgage and for the purpose of foreclosure, same will be sold at Public Auction at 2:00 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 the Town of Longmeadow, Hampden County, Massachusetts, being known and designated as Lot No. 100 shown on a plan of lots recorded with the Hampden County Registry of Deeds in Book of Plans 309, Page 128, and being more particularly bounded and described as follows: SOUTHEASTERNLY, SOUTHERLY and SOUTHWESTERLY by Memery Lane, one hundred (100) feet; SOUTHEASTERLY by Lot No. 100, one hundred forty and 70/100 (140 70/100) feet; NORTHERLY by land now or formerly of William Reedy Trust, a total distance of four hundred forty-three and 50/100 (443 50/100) feet; and SOUTHWESTERLY by Lot No. 100, one hundred forty and 70/100 (140 70/100) feet. All as shown on said plan, Art. 140, 70/100, 140 70/100 and 17/100 (G311). Subject to Restrictive Covenants in favor of Department of Environmental Planning restricting wetland alteration under instrument dated October 9, 1998 and recorded in the Hampden County Registry of Deeds in Book 13294, Page 158. Subject to Order of "Conditions" under Wetland Protection Act by Longmeadow Conservation Commission dated September 26, 1998 and recorded as aforesaid in Book 13294, Page 158. 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 1373, Page 471. Subject to lease agreement with Longmeadow Mail Limited Partnership under instrument dated September 14, 1998 and recorded as aforesaid in Book 10471, Page 441. Being the same premises conveyed to the grantors herein by deed dated January 2, 2000 and

recorded in the Hampden County Registry of Deeds in Book 12243, Page 8. The premises are to be sold subject to and with the benefit of all assessments, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax liens, easements, municipal liens and assessments, notices of liens and parties in possession, and all other liens and claims.

**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 prior to the time the bid is opened. 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 the 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 Foreclosure Sale shall be postponed to a date to be determined by the Mortgagee. The purchaser shall have no further recourse against 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, 174/4 the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-17, Mortgage Pass-Through Certificates, Series 2006-17, is the Holder of said Mortgage.

By its Attorneys,  
ORLAND PC  
PO Box 240540  
Waltham, MA 02454  
Phone: (781) 750-1800  
17-014981  
(August 2, 2011)

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

KELLY CAVANAUGH-KELLY  
HAMPDEN COUNTY REGISTRY OF DEEDS

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22404 Pg6 #61937

Page 3 of 3

Printed: March 11, 2019 @ 9:53:56

ATTEST:

*Chl A. Cooley-Rivera, Esq.*

REGISTER OF DEEDS



100% Recycled 30% PCW





**Affidavit Regarding Note Secured By Mortgage Being Foreclosed**  
**(Eaton and Pinti Combined Affidavit)**

**Property Address:** 49 Memery Lane, Longmeadow, Massachusetts 01106

**Mortgage:** 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. 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 assignment recorded in said Hampden County Registry of Deeds in Book 22007, Page 229

**Foreclosing Mortgagee:** 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

**Foreclosure Sale Date:** August 24, 2018

The undersigned, YANET ZAVALA, having personal knowledge of the facts herein stated, under oath deposes and says as follows:

1. I am a Document Control Officer, of Select Portfolio Servicing, Inc. ("SPS") attorney-in-fact and duly authorized agent 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, the Foreclosing Mortgagee.
2. As a mortgage servicer, SPS collects payments from borrowers and maintains up-to-date electronic records concerning the loans it services in its electronic record-keeping system. I have access to SPS's business records, including the business records for and relating to the subject loan. I make this affidavit based upon my review of those records relating to the Borrower(s)'s loan and from my own personal knowledge of how the records are kept and maintained. The loan records are maintained by SPS in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with personal knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
3. To the extent that the business records of the loan in this matter were created by a prior servicer, the prior servicer's records for the loan were integrated and boarded into SPS's systems, such that the prior servicer's records concerning the loan are now part of SPS's business records. SPS maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the boarded records. It is the regular practice of SPS to integrate prior servicers' records into SPS's business records, and to rely upon the accuracy of those boarded records in providing its loan servicing functions. These prior servicer records are integrated and relied upon by SPS as part of SPS's business records.
4. Based upon my review of SPS's business records, I certify that as of the date when the Notice of Sale relating to the above-referenced mortgage were mailed and published and up to and including the foreclosure sale date, 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 was  
☒ the holder of the promissory note secured by the above-referenced mortgage.  
☐ the authorized agent of the holder of the promissory note secured by the above-referenced mortgage.

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22404 Pg9 #61938

Page 1 of 2

Printed: March 11, 2019 @ 9:53:56

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS

5. Based upon my review of SPS's business records, I certify that prior to mailing the Notices of Sale:

☒ The Notice(s) of Default to Mortgagor(s) were sent in strict compliance with the terms and conditions precedent in the mortgage to acceleration and sale. I further certify:

- The Notice(s) was mailed to the Mortgagor(s) on 6/29/2017 and specified the default.
- The Notice(s) specified the action required to cure the default.
- The Notice(s) specified a date, not less than 30 days from the date of Notice being mailed to the Borrower, by which the default must be cured.
- The Notice(s) informed the Mortgagor(s) that failure to cure the default on or before the date specified in the Notice may result in acceleration of the sums secured by the Mortgage and sale of the property secured by the Mortgage.
- The Notice(s) informed the Mortgagor(s) of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or other defense to acceleration and sale.
- The Notice(s) informed the Mortgagor(s) that if the default is not cured on or before the date specified in the notice, the Lender at its option may require immediate payment in full of all sums secured by the Mortgage without further demand and may invoke the Statutory Power of Sale and any other remedies permitted by Applicable Law. The Notice further informed the Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided above, including but not limited to reasonable attorneys' fees and costs of title evidence.

☐ The Notice(s) of Default to Mortgagor(s) pursuant to the terms and conditions precedent in the mortgage to acceleration and sale was sent on or before July 17, 2015.

☐ The mortgage contains no conditions precedent in the mortgage to acceleration and sale.

Signed under the pains and penalties of perjury this 5 day of October, 2018.

See Limited Power of Attorney recorded herewith

Select Portfolio Servicing, Inc. 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

By: [Signature]

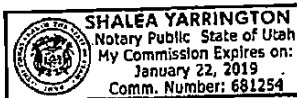
Name: YANET ZAVALA

Title: Document Control Officer  
Select Portfolio Servicing, Inc.

STATE OF UTAH )  
COUNTY OF SALT LAKE )

Subscribed before me on this 5 day of October, in the year 2018 by Yanet Zavala \*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 who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. Witness my hand and official seal.

[Signature]  
Notary Public  
Shalea Yarrington



17-014981

2

KELLY CAVANAUGH-KELLY MA005J003  
HAMPDEN COUNTY REGISTRY OF DEEDS

RA 111

A TRUE PHOTOCOPY AS RECORDED IN  
HAMPDEN COUNTY REGISTRY OF DEEDS  
AND IT IS SO CERTIFIED



Bk 22404 Pg9 #61938

Page 2 of 2

Printed: March 11, 2019 @ 9:53:56

ATTEST:

*Chl A. Coakley-Rivera, Esq.*

REGISTER OF DEEDS



100% Recycled 30% PCW



WESTERN HOUSING COURT  
SPRINGFIELD DIVISION  
DOCKET NO. 19H79SP000190

V.

TERRI A. MAYES-KING, et al.,

## RA 115

**Defendant's Response:**

See Exhibit A attached to Plaintiff's Request for Production of Documents.

**Interrogatory No.3**

Identify by name, occupation, professional title and present address each person whom you expect to call as an expert witness on behalf of the Defendants, stating, for each expert:

- a. the nature of the person's specialization; and
- b. the substance of the facts and opinions to which each such expert is expected to testify, and summary of the grounds of each opinion.

**Defendant's Response:**

I have not yet determined who I will call as a witness at trial. I reserve the right to supplement this response. However, I expect to call at least the following expert;

- a) Carl S Cianci, P.E./ Principal, Cianci Engineering LLC.

53 Hurlbut Street, West Hartford, CT 06110

- b) Structural engineer. See Exhibit A for summary of facts and opinions.

**Interrogatory No.4**

Please identify any and all witnesses and all persons having any knowledge of any relevant facts alleged in the Complaint and your Answer, providing for each:

- a. his or her name, occupation/title, telephone number, and address;
- b. such person's relationship to Defendants (employee, agent, contractor, or the like);
- c. a summary of each such person's knowledge; and
- d. the factual substance of the information known to such person.



**Defendant's Response:**

Currently: 1. I will call myself as a witness

2. Carl S Cianci, see Response to Interrogatory 3.

I reserve the right to supplement this response.

**Interrogatory No.5**

Set forth a list of any and all documents, writings, or exhibits which Defendants intend to offer as evidence at the trial of this case.

**Defendant's Response:**

I have not yet determined what documents, writings, or exhibits I will offer at trial. I reserve the right to supplement this response. However, one document I intend to offer is the engineer's report included in Exhibit A as well as the quote from DeCosmo Construction also attached in Exhibit A.

**Interrogatory No.6**

Please state the factual basis for your allegation in Paragraph 17 of your Answer that "[t]he landlord does not have a superior right to possession and/or does not have standing to bring this action."

**Defendant's Response:**

Please see all documents attached as Exhibit A.

**Interrogatory No.7**

Please state the factual basis for your allegation in Paragraph 18 of your Answer that "[t]he landlord's case should be dismissed because [you] do not believe the bank complied with Paragraph 22 of [your]

mortgage and the foreclosure resulted from the bank's improper approval of repairs that caused damage to the house.

**Defendant's Response:**

Please see all documents attached as Exhibit A.

**Interrogatory No.8**

Please state the factual basis for your allegation in Paragraph 41 of your Answer that Plaintiff's conduct was unfair and/or deceptive.

**Defendant's Response:**

Plaintiff ordered and approved repairs to the the property. The repairs failed to repair the damage causing loss of ability to use or sell the property. For documentation, see Exhibit A.

**Interrogatory No.9**

Please state the factual basis for your allegation in Paragraph 46(a) of your Answer that "[t]he foreclosure is void due to failure to comply with the:... (i) power of sale in the mortgage contract, " identifying the alleged violation(s) of the mortgage contract and the harm you suffered as a result.

**Defendant's Response:**

Please see all documents attached as Exhibit A.

**Interrogatory No.10**

Please state the factual basis for your allegation in Paragraph 46(a) of your Answer that "[t]he foreclosure is void due to failure to comply with the: ... (ii) statutory or regulatory foreclosure requirements," identifying the alleged violation(s) of the mortgage contract and the harm you suffered as a result.

**Defendant's Response:**

Please see all documents attached as Exhibit A.

**Interrogatory No.11**

Please state the factual basis for your allegation in Paragraph 46(a) of your Answer that "[t]he foreclosure is void due to failure to comply with the: ...(iii) Note holding/transfer requirements pursuant to applicable law." identifying the alleged violation(s) of the mortgage contract and the harm you suffered as a result.

**Defendant's Response:**

The burden is on the Plaintiff to establish compliance with the Note requirements.

**Interrogatory No.12**

Please state the factual basis for your allegation in Paragraph 46(b) of your Answer that you "were treated unfairly with respect to loan modification and/or alternatives to foreclosure."

**Defendant's Response:**

We applied for a loan modification but we were not offered one. My income was negatively impacted by the failure of the Plaintiff to use insurance proceeds to fix the rental portion of the house causing deflation in documented income and possibly causing me not to qualify for a loan modification.

**Interrogatory No.13**

Please state whether you contend you qualified for a loan modification and/or alternatives to foreclosure prior to the foreclosure sale, and state the basis for your contention.

**Defendant's Response:**

I may have qualified if I had been able to rely on rental income from the rental portion of the house.

**Interrogatory No.14**

Please state the factual basis for your allegation in Paragraph 46(c) of your Answer that you “were treated unfairly with respect to pre-foreclosure notices,” identifying the pre-foreclosure notices you reference, the alleged unfair action or inactions, and any harm you suffered as a result.

**Defendant's Response:**

To the best of my knowledge, I do not believe that I receive the required pre-foreclosure notices such as the right to modify letter or the right to cure letter.

**Interrogatory No.15**

Please state the factual basis for your allegation in Paragraph 46(d) of your Answer that your “loan was predatory, unfair, and/or unaffordable based on [your] income,” including in your answer whether you had a loan, the date you executed the promissory note for the loan, its terms, and why you contend it was predatory/unfair/unaffordable.

**Defendant's Response:**

Please see all documents attached as Exhibit A.

**Interrogatory No.16**

Please state the factual basis for your allegation in Paragraph 47 of your Answer that Plaintiff “fail[ed] to make a good faith effort to avoid foreclosure,” including in your answer any laws or regulations that Plaintiff allegedly violated and what additional actions were required of Plaintiff prior to foreclosure.

**Defendant's Response:**

The burden is on the Plaintiff to document that it made a good faith effort.

**Interrogatory No.17**

Please state the factual basis for your request in Paragraph 61 of your Answer that "[t]he Plaintiff's case should be dismissed because it does not have proper title to the property and therefore cannot prove superior right to possession of the property and the foreclosure is void."

**Defendant's Response:**

Please see previous answers and documents attached as Exhibit A.

**Interrogatory No.18**

Please state the basis for your request in Paragraph 63 of your Answer for the Housing Court to award you "money damages, costs, attorney's fees .... and other such relief as is fair."

**Defendant's Response:**

Objection. This calls for a legal conclusion.

**Interrogatory No.19**

Please identify with specificity any harm or damages you suffered as a result of the alleged actions or inactions of Plaintiff.

**Defendant's Response:**

I have suffered severe emotional distress, anxiety, and depression at the thoughts of being made homeless by the Plaintiff. Please also see documents attached as Exhibit A.

**Interrogatory No.20**

Plases state the basis for your request in Paragraph 67 for the Court to order Plaintiff “to correct the defective conditions in my home,” including the legal basis for such an obligation and the work that you want the Plaintiff to perform.

**Defendant’s Response:**

Objection to the extent that this calls for a legal conclusion. Plaintiff should perform the work described in the engineers report and construction quote in Exhibit A.

**Interrogatory No.21**

With respect to Paragraph 68 of your Answer, please identify all persons in your household who have a disability and describe the disability.

**Defendant’s Response:**

I have two torn rotator cuffs, sciatica, and cancer, and I am elderly.

**Interrogatory No.22**

Please identify each and every ground on which you challenge the completed foreclosure sale, and provide a factual basis for each such ground.

**Defendant’s Response:**

Objection, this is a duplication and has been answered elsewhere in this document.

**Interrogatory No.23**

To the extent that you allege that Plaintiff did not strictly comply with any statute or law relating to its exercise of the power of sale, please identify all such asserted facts of non-compliance, and whether and how you were damaged by the same.

**Defendant's Response:**

Objection, this is a duplication and has been answered elsewhere in this document.

**Interrogatory No.24**

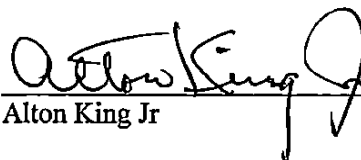
To the extent you allege that the foreclosure sale resulted in fundamental unfairness to you, identify the actions you allege caused the fundamental unfairness and the resulting harm to you.

**Defendant's Response:**

Objection, this is a duplication and has been answered elsewhere in this document.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY, THIS DAY

DATE: 4/29/19

  
Alton King Jr

***Prepared with the assistance of counsel***

**CERTIFICATE OF SERVICE**

By defendant

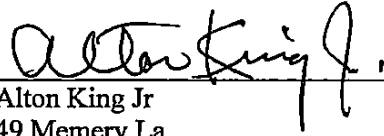
I hereby certify that a

true copy of the above  
document was served upon  
all counsel of record

by ~~mail~~ on:

hand

Dated: 4/30/19



Alton King Jr  
49 Memery La  
Longmeadow MA 01106



COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

WESTERN HOUSING COURT  
SPRINGFIELD DIVISION  
DOCKET NO. 19H79SP000190

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, )  
V. )  
TERRI A. MAYES-KING, et al., )  
DEFENDANTS. )

**DEFENDANT ALTON KING JR'S RESPONSES TO PLAINTIFF'S REQUEST FOR  
ADMISSION**

**Request No.1**

Admit that you defaulted under the terms of the Mortgage.

**Defendant's Response:**

Admitted.

**Request No.2**

Admit that Plaintiff was entitled to foreclose on the Mortgage as a result of the default.

**Defendant's Response:**

Objection, this calls for a legal proposition.

**Request No.3**

Admit that you are aware of no evidence indicating that any assignment of the Mortgage was invalid or ineffective for purposes of assigning the Mortgage to the Plaintiff.

**Defendant's Response:**

Objection, this calls for a legal conclusion.

**Request No.4**

Admit that Plaintiff conducted a valid mortgage foreclosure sale of the Property.

**Defendant's Response:**

Denied.

**Request No.5**

Admit that you are aware of no evidence demonstrating that the mortgage foreclosure sale of the Property was unlawful in anyway.

**Defendant's Response:**

Denied.

**Request No.6**

Admit that you are aware of no evidence demonstrating that Plaintiff violated provision of the Mortgage or applicable law with respect to the foreclosure of the Mortgage.

**Defendant's Response:**

Objection, this is vague and worded confusingly.

**Request No.7**

Admit that you are aware of no evidence demonstrating that Plaintiff is liable to the defendant in any way.

**Defendant's Response:**

Denied.

**Request No.8**

Admit that you are aware of no evidence demonstrating that Plaintiff did not acquire valid title to the Property as a result of the foreclosure.

**Defendant's Response:**

Denied.

**Request No.9**

Admit that you are aware of no evidence demonstrating that any pre-foreclosure notices were defective or deficient in anyway.

**Defendant's Response:**

Admitted to the extent that I do not have in my possession any document that shows compliance with paragraph 22.

**Request No.10**

Admit that you are aware of no evidence demonstrating that Plaintiff did not possess the note and mortgage at all relevant times with respect to foreclosure.

**Defendant's Response:**

Objection, this is vague and worded confusingly.

**Request No.11**

Admit that you are aware of no evidence demonstrating that the Mortgage was predatory or unfair.

**Defendant's Response:**

Denied.

**Request No.12**

Admit that you are aware of no evidence demonstrating that Plaintiff or Select Portfolio Servicing, Inc. engaged in any unfair, deceptive, or unlawful conduct with respect to the mortgage, servicing the mortgage, the foreclosure, pre-foreclosure notices, loan modifications, foreclosure alternatives, or this summary process action.

**Defendant's Response:**

Objection, this is vague and worded confusingly.

**Request No.13**

Admit that you have no viable claims or defenses in this matter and that Plaintiff is entitled to judgement in its favor as a matter of law.

**Defendant's Response:**

Denied.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY, THIS DAY

DATE: 4/29/19

Alton King Jr  
Alton King Jr

*Prepared with the assistance of counsel*

**CERTIFICATE OF SERVICE**

By defendant

I hereby certify that a

true copy of the above  
document was served upon  
all counsel of record

by ~~mail on~~:

hand

Dated: 4/30/19

Alton King Jr  
Alton King Jr  
49 Memery La  
Longmeadow MA 01106



100% Recycled 30% PCW



# USPS Tracking® FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

## Track Another Package +

**Tracking Number:** 9214890107643201357660

Remove X

Your item was delivered at 4:14 pm on July 6, 2017 in EAST LONGMEADOW, MA 01028.

### Delivered

July 6, 2017 at 4:14 pm  
Delivered  
EAST LONGMEADOW, MA 01028

Feedback

---

**Return Receipt Electronic**



---

**Tracking History**



**July 6, 2017, 4:14 pm**

Delivered

EAST LONGMEADOW, MA 01028

Your item was delivered at 4:14 pm on July 6, 2017 in EAST LONGMEADOW, MA 01028.

**July 5, 2017, 11:24 am**

Notice Left (No Authorized Recipient Available)

LONGMEADOW, MA 01106

**July 5, 2017, 9:09 am**

Out for Delivery

EAST LONGMEADOW, MA 01028



**July 5, 2017, 8:59 am**  
Sorting Complete  
EAST LONGMEADOW, MA 01028

**July 5, 2017, 7:58 am**  
Arrived at Unit  
EAST LONGMEADOW, MA 01028

**July 3, 2017, 5:28 am**  
Departed USPS Regional Facility  
HARTFORD CT DISTRIBUTION CENTER

**July 2, 2017, 11:13 am**  
Arrived at USPS Regional Destination Facility  
HARTFORD CT DISTRIBUTION CENTER

**June 30, 2017, 9:34 am**  
Departed USPS Regional Facility  
SALT LAKE CITY UT NETWORK DISTRIBUTION CENTER

**June 30, 2017, 9:10 am**  
Arrived at USPS Regional Origin Facility  
SALT LAKE CITY UT NETWORK DISTRIBUTION CENTER

Feedback

---

**Product Information**

---

**See Less** ^

## Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

**FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)**

Feedback

### **The easiest tracking number is the one you don't have to know.**

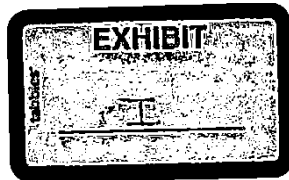
With Informed Delivery®, you never have to type in another tracking number. Sign up to:

- See images\* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions™ for your mail carrier.

### **Sign Up**

**([https://reg.usps.com/entreg/RegistrationAction\\_input?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgo%2FTrackConfirmAction%3FtRef%3Dfullpage%26text28777%3D%26tLabel%3DPA)**

**\*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.**



MIN: 1000285-1000109374-3

Loan Number: [REDACTED]

**ADJUSTABLE RATE NOTE**  
(11th District Cost of Funds Index - Payment Caps)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

AUGUST 8, 2006  
[Date]

LONGMEADOW  
[City]

MASSACHUSETTS  
[State]

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

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$1,000,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed (ONE HUNDRED FIFTEEN PERCENT) of the Principal amount I originally borrowed. This is called the "Maximum Limit." Lender is COMMUNITY LENDING, INCORPORATED, A CALIFORNIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

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

**2. INTEREST**

**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.000 %. The interest rate I will pay may change.

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

**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the 1st day of OCTOBER, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

**(C) Index**

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the monthly weighted average cost of savings, borrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

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

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

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 150/1000 percentage point(s) 4.150 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will make a payment every month.

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

I will make my monthly payments at 610 JARVIS DRIVE, SUITE 200, MORGAN HILL, CALIFORNIA 95037 or at a different place if required by the Note Holder.

Borrower Initials: *omk*  
PayOption ARM Note - 11th District Cost of Funds Index  
FE-5311 (0511)

Page 1 of 4

RA 136

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 3,216.40 unless adjusted under Section 3 (F).

**(C) Payment Change Dates**

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of OCTOBER, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount the Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

**(D) Calculation of Monthly Payment Changes**

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments. Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

**(E) Additions to My Unpaid Principal**

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed the Maximum Limit equal to 115.000 percent of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

**(G) Required Full Payment**

On the 5th Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

**(H) Payment Options**

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) Interest Only Payment: the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) Fully Amortized Payment: the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) 15 Year Amortized Payment: the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

Borrower Initials: *Amk*

PayOption ARM Note - 11th District Cost of Funds Index  
FE-5311 (0511)

Page 2 of 4

#### 4. NOTICE OF CHANGES

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

#### 5. BORROWER'S RIGHT TO PREPAY

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

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

#### 6. LOAN CHARGES

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

#### 7. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charges for Overdue Payments

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

##### (B) Default

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

##### (C) Notice of Default

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

##### (D) No Waiver By Note Holder

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

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

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

#### 8. GIVING OF NOTICES

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

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

#### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

Borrower Initials: *dmk*

PayOption ARM Note • 11th District Cost of Funds Index  
FE-5311 (05/11)

Page 3 of 4

10. WAIVERS

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

11. SECURED NOTE

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

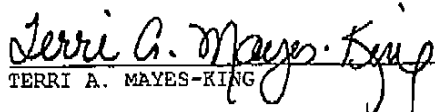
**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond, mortgage, deed, contract for deed, installment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


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

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

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

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

 (Seal)  
TERRI A. MAYES-KING -Borrower

  
Peter G. Barrett  
(Witness)

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

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

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

PAY TO THE ORDER OF  
WITHOUT RECOURSE  
COUNTRYWIDE HOME LOANS, INC.  
BY: Michele Sjolander  
MICHELE SJOLANDER  
EXECUTIVE VICE PRESIDENT

PAY TO THE ORDER OF  
Countrywide Home Loans, Inc.  
WITHOUT RECOURSE  
COUNTRYWIDE BANK, N.A.  
BY: Jose Juarez  
JOSE JUAREZ  
COLLATERAL PROCESSING OFFICER

PAY TO THE ORDER OF  
Countrywide Bank, N.A.  
WITHOUT RECOURSE  
Danielle Pribyl  
Mortgage Master  
Community Lending, Incorporated  
A California Corporation







RECYCLED PAPER MADE FROM 20% POST CONSUMER CONTENT

---

USPS CERTIFIED MAIL



9214 8901 0764 3201 3576 60

---

TERRI A MAYES-KING  
49 MEMERY LANE  
LONGMEADOW, MA 01106



RA 143

00131600000021011200

---

SPS | SELECT  
Portfolio  
SERVICING, inc.



TERRI A MAYES-KING  
ALTON KING JR  
49 MEMERY LANE  
LONGMEADOW, MA 01106



- This is an important notice concerning your right to live in your home. Have it translated at once.
- Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificacion inmediatamente.
- Este é um aviso importante em relação ao seu direito de morar na sua residência. Por favor, tem traduzido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- 这是一则关于您居住权的重要通知, 请儘快安排翻译。

### 90-Day Right to Cure Your Mortgage Default

June 29, 2017

BY FIRST-CLASS MAIL AND BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

TERRI A MAYES-KING  
ALTON KING JR  
49 MEMERY LANE  
LONGMEADOW, MA 01106

RE: 49 MEMERY LANE, LONGMEADOW, MA 01106; loan [REDACTED] with Select Portfolio Servicing, Inc. (SPS), as servicer 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 (c/o SPS, PO Box 65250 Salt Lake City, UT 84165-0250) (Mortgagee); Mortgage Loan Originator: ComUnity Lending, Incorporated, a California Corporation;

To TERRI A MAYES-KING, ALTON KING JR:

We are contacting you because you did not make your monthly loan payment(s) due on 10/01/2015, 11/01/2015, 12/01/2015, 01/01/2016, 02/01/2016, 03/01/2016, 04/01/2016, 05/01/2016, 06/01/2016, 07/01/2016, 08/01/2016, 09/01/2016, 10/01/2016, 11/01/2016, 12/01/2016, 01/01/2017, 02/01/2017, 03/01/2017, 04/01/2017, 05/01/2017, 06/01/2017 to SPS. You must pay the past due amount of \$165,432.07 on or before September 27, 2017, which is 90 days from the date of this notice. The past due amount on the date of this notice is specified below:

- \$4,618.77 Principal & Interest due on 10/01/2015; \$4,618.77 Principal & Interest due on 11/01/2015; \$4,618.77 Principal & Interest due on 12/01/2015; \$4,618.77 Principal & Interest due on 01/01/2016; \$4,618.77 Principal & Interest due on 02/01/2016; \$4,618.77 Principal & Interest due on 03/01/2016; \$4,618.77 Principal & Interest due on 04/01/2016; \$4,618.77 Principal & Interest due on 05/01/2016; \$4,618.77 Principal & Interest due on 06/01/2016; \$4,618.77 Principal & Interest due on 07/01/2016; \$4,618.77 Principal & Interest due on 08/01/2016; \$4,618.77 Principal & Interest due on 09/01/2016;
- \$4,618.77 Principal & Interest due on 10/01/2016; \$4,618.77 Principal & Interest due on 11/01/2016; \$4,618.77 Principal & Interest due on 12/01/2016; \$4,618.77 Principal & Interest due on 01/01/2017; \$4,618.77 Principal & Interest due on 02/01/2017; \$4,618.77 Principal & Interest due on 03/01/2017; \$4,618.77 Principal & Interest due on 04/01/2017; \$4,618.77 Principal & Interest due on 05/01/2017; \$4,618.77 Principal & Interest due on 06/01/2017
- \$70,837.90 Outstanding Escrow Balance;



RA 145

If you pay the past due amount, and any additional monthly payments, late charges or fees that may become due between the date of this notice and the date when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.

Make your payment directly to:

Select Portfolio Servicing, Inc.  
Attn: Cashiering Department  
PO Box 65450 Salt Lake City, UT 84165-0450

Please consider the following:

- You should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak with counselors who can provide assistance and may be able to help you work with your lender to avoid foreclosure.
- If you are a MassHousing borrower, you may also contact MassHousing (888-843-6423) to determine if you are eligible for additional assistance. There may be other homeownership assistance available through your lender or servicer;
- You may also contact the Division of Banks (617-956-1500) or visit [www.mass.gov/foreclosures](http://www.mass.gov/foreclosures) to find a foreclosure prevention program near you;
- After September 27, 2017, you can still avoid foreclosure by paying the total past due amount before a foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways to avoid foreclosure, such as selling your property, refinancing your loan, or voluntarily transferring ownership of the property to 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.

**If you do not pay the total past due amount of \$165,432.07 and any additional payments that may become due by September 27, 2017, you may be evicted from your home after a foreclosure sale. If 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 forecloses on this property, it means the mortgagee or a new buyer will take over the ownership of your home.**

If you have questions, or disagree with the calculation of your past due balance, please contact SPS at 800-635-9698 or PO Box 65277 Salt Lake City, UT 84165-0277.

Sincerely,

Lindsey Clissold  
Vice President, Quality Control Department  
Select Portfolio Servicing, Inc.

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.



June 29, 2017

TERRI A MAYES-KING  
ALTON KING JR  
49 MEMERY LANE  
LONGMEADOW, MA 01106

Re: Account Number: [REDACTED]  
Property Address: 49 MEMERY LANE  
LONGMEADOW, MA 01106

Dear Customer(s):

This letter provides additional information about your mortgage loan default and is intended to complement the enclosed "90 Day Right to Cure Your Mortgage Default" (the "90 Day Notice"). In the event of any conflict between the terms of this letter and those contained in the 90 Day Notice, the terms of the 90 Day Notice will control.

As noted in the 90 Day Notice, the mortgage on your property is in default as a result of your failure to make payments as required by the Note and Deed of Trust or Mortgage (Security Instrument). Select Portfolio Servicing, Inc. (SPS) services your mortgage loan and has been instructed on behalf of the holder of the promissory note to pursue remedies under the Security Instrument unless you take action to cure the default as detailed in the 90 Day Notice.

**Possible Consequences of Default**

If we do not receive the past due amount by the date listed in the 90 Day Notice, or some loss mitigation alternative to foreclosure has not started, SPS may initiate foreclosure and require immediate payment in full of the entire outstanding unpaid amount on the account. In other words, failure to cure the default on or before September 27, 2017 may result in acceleration of sums secured by the Security Instrument and sale of the Property. If that happens, you may lose your home. A foreclosure will result in the involuntary loss of the property via sale to the lender, or another person may acquire the property by means of foreclosure and sale, and you may be evicted. Once foreclosure is initiated, additional amounts for legal fees and costs may be incurred. These sums can be significant. They may be added to amounts secured by the Security Instrument, and they may be required to be paid, to the extent permitted by law, if you wish to reinstate or satisfy the loan after foreclosure is initiated.

**Payment Options**

Please provide payments to the following address:

Sent via US Mail to:  
**Select Portfolio Servicing, Inc.**  
**PO Box 65450 Salt Lake City, UT 84165-0450**

Sent via overnight courier to:  
**Select Portfolio Servicing, Inc.**  
**Attn: Remittance Processing**  
**3217 S. Decker Lake Dr Salt Lake City, UT 84119**

Payments may be submitted in the following forms:

- (a) Personal check
- (b) Money order
- (c) Bank wire (electronic funds transfer). Please contact SPS for the information necessary to complete a bank wire.



- (d) Certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency.
- (e) Western Union Quick Collect. Reference the loan number above and deliver to Code City: Oswald, Code State: UT.

In some circumstances, you may be able to submit a payment through EZ Pay by calling 800-258-8602 or visiting our website at [www.spservicing.com](http://www.spservicing.com). Please remember that EZ Pay payments clear quickly, and you must have the funds in your checking account on the day you ask us to process a payment. We will obtain your consent prior to initiating payment and will advise you of any fee for this service, which may be up to \$15.00.

SPS requires that you pay reinstatement amounts in certified funds. Certified funds include a bank wire, cashier's bank check, attorney trust account check, title or escrow company check, or Western Union Quick Collect. Please contact SPS at 800-635-9698 for instructions on submitting these funds.

**You Have Options to Avoid Foreclosure!**

SPS is committed to home retention and offers many customer assistance programs designed to help customers avoid foreclosure. These programs are offered at no cost to our customers and are designed to help preserve home ownership or prevent foreclosure through structured repayment plans, special payment arrangements, modifications, short settlements, and deed-in-lieu options, if you are eligible.

If you would like to learn more about these programs, you should immediately contact an SPS representative at our toll-free number, 800-635-9698, or visit our website at [www.spservicing.com](http://www.spservicing.com). Our representatives are available by phone Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

If you have any questions, your assigned Relationship Manager, Cory Bartley, can be reached toll free at 800-635-9698 Ext. 37573 or by email at [Relationship.Manager@SPServicing.com](mailto:Relationship.Manager@SPServicing.com).

**If we can reach an agreement to resolve your default, we will not proceed with and/or commence foreclosure, as long as you comply with the agreement and make required payments.**



**Servicemembers Civil Relief Act (SCRA)**

SPS is committed to home ownership assistance for active servicemembers and veterans of the United States military. You may be entitled to certain protections under the federal Servicemembers Civil Relief Act (50 U.S.C. 3901 et seq.) regarding your interest rate and the risk of foreclosure if you are a servicemember or a dependent of a servicemember. Counseling for covered servicemembers is available at agencies such as Military OneSource (800-342-9647 or [www.militaryonesource.mil](http://www.militaryonesource.mil)) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>). Note: your state may have more expansive eligibility criteria than below. Please contact us as soon as possible if you have any questions or believe you may be eligible.

Eligible service may include, but is not limited to:

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard), or
- Reserve and National Guard personnel who have been activated and are on Federal active duty, or
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds, or
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration, or
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

Please send written notice of military service as soon as possible to:

Select Portfolio Servicing, Inc.  
PO Box 65250 Salt Lake City, UT 84165-0250

If you have questions regarding eligibility and application requirements, please call us at 800-258-8602.

**Your Rights**

If you wish to dispute your delinquency or the correctness of the past due amount listed in the 90 Day Notice, you may do so by providing a written dispute to SPS at the following address:

Select Portfolio Servicing, Inc.  
PO Box 65277 Salt Lake City, UT 84165-0277

You may call SPS at our toll free number 800-258-8602 to discuss your dispute. However, to protect your rights under federal law, you will need to provide written notice to SPS if you believe that your dispute is unresolved.

You have the right to reinstate after acceleration of your loan and commencement of foreclosure proceedings. If you reinstate, the Security Instrument shall remain fully effective as if no acceleration had occurred.

You have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

A review of the HUD-1 specifies that ComUnity Lending, Incorporated, a California Corporation was listed as your mortgage broker/originator for this mortgage. We are supplying this information as required by the Commonwealth of Massachusetts.



**Counseling**

HUD approved home ownership counseling may be available to you. You should call (800) 569-4287 or TDD (800) 877-8339, or go to HUD's website at [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm) to find the HUD-approved housing counseling agency nearest you. You may be eligible for assistance from the Homeownership Preservation Foundation, which may be reached at the Homeowner's HOPE™ Hotline at 888-995-HOPE™ (888-995-4673) or at their website, [www.995hope.org](http://www.995hope.org), or you may seek help from another non-profit foreclosure avoidance agency.

Financial assistance may be available to you from programs operated by the State or Federal Government. Below is a list of Government agencies that you may wish to contact or ascertain whether you qualify for assistance.

**Massachusetts Division of Banks** (617) 956-1500  
**Massachusetts Housing Finance Agency** (617) 854-1000, (413) 733-0999 or (800) 439-2370  
[www.masshousing.com](http://www.masshousing.com)

**HUD Approved Housing Counseling** (800) 569-4287  
<https://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>

**Veterans Administration** (800) 827-1000  
**HOPE Hotline** (888) 995-HOPE (4673)

You have options to avoid foreclosure. THE TIME TO ACT IS NOW. Please call us at 800-635-9698.

Sincerely,

Select Portfolio Servicing, Inc.

**Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.**

**This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.**

- This is an important notice concerning your right to live in your home. Have it translated at once.
- Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificacion inmediatamente.
- Este é um aviso importante em relação ao seu direito de morar na sua residência. Por favor, tem traduzido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- 这是一则关于您居住权的重要通知, 请儘快安排翻译。

### RIGHT TO REQUEST A MODIFIED MORTGAGE LOAN

June 29, 2017

BY FIRST-CLASS MAIL AND BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

TERRI A MAYES-KING  
ALTON KING JR  
49 MEMERY LANE  
LONGMEADOW, MA 01106

RE: 49 MEMERY LANE, LONGMEADOW, MA 01106; loan [REDACTED] with Select Portfolio Servicing, Inc. (SPS), as servicer 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 (c/o SPS, PO Box 65250 Salt Lake City, UT 84165-0250) (Mortgagee); Mortgage Loan Originator: ComUnity Lending, Incorporated, a California Corporation.

To TERRI A MAYES-KING, ALTON KING JR:

We are contacting you because our records indicate you are eligible to request a modification of your mortgage with SPS. If you want to request a loan modification or other foreclosure alternative option, you must complete and return the enclosed Mortgage Modification Options form along with any supporting information no later than July 29, 2017. The Mortgage Modification Options form and any supporting documents must be returned by certified mail or similar service to SPS. We will respond to your request within 30 days of its receipt.

Please be aware this notice of Right to Request a Modified Mortgage Loan is different from the Right to Cure Your Mortgage Default notice that you may have already received. *The enclosed Mortgage Modification Options form provides you with four choices. These choices impact the options under the Right to Cure notice and should be carefully considered.* If you do not want to request a loan modification, you must still return the enclosed Mortgage Modification Options form. Please keep a copy of everything you send to us and keep proof of mailing the materials to us.

**If you do not return the enclosed Mortgage Modification Options form and a completed loan modification application by July 29, 2017 your right to cure your mortgage default will end on September 27, 2017.**

If you have questions, please contact SPS at 888-818-6032 or PO Box 65250 Salt Lake City, UT 84165-0250. If you would like assistance from the Attorney General's Office, you may contact the HomeCorps hotline at 617-573-5333 to speak with a loan modification specialist who can assist you.



RA 151

We suggest you mention this notice when you call.

Sincerely,

Lindsey Clissold  
Vice President, Quality Control Department  
Select Portfolio Servicing, Inc.

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

Enclosures:

- Mortgage Modification Options Form
- Request for Mortgage Assistance Form
- IRS Form 4506-T

**Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llamenos al numero 800-831-0118 y seleccione/marque la opción 2.**

**This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.**

## MORTGAGE MODIFICATION OPTIONS

You must return this form in the enclosed envelope by July 29, 2017

TERRI A MAYES-KING  
ALTON KING JR  
49 MEMERY LANE  
LONGMEADOW, MA 01106

RE: 49 MEMERY LANE, LONGMEADOW, MA 01106; loan [REDACTED] with Select Portfolio  
Servicing, Inc. (SPS).

To TERRI A MAYES-KING, ALTON KING JR:

You must check one of the following boxes to notify SPS of how you would like to proceed.

- ☐ I would like to request a loan modification. I have attached a complete statement of my income and list of assets, total debts and obligations as requested by the creditor in the form(s) which accompanied the Right to Request a Modified Mortgage Loan Notice. I maintain my right to a 90 day period to cure my mortgage default.
- ☐ I would like to request a different foreclosure alternative such as a short sale or deed-in lieu of foreclosure. I maintain my right to a 90 day period to cure my mortgage default.
- ☐ I do not want to request a loan modification or any foreclosure alternative. I maintain my right to a 90 day period to cure my mortgage default.
- ☐ I want to waive my right to cure the default on my mortgage loan and proceed to foreclosure. I understand that by choosing this option I waive the remaining time, if any, of my right to the 90 day cure period.

\_\_\_\_\_  
Borrower Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower Telephone



---

RA 154

[REDACTED]

LR081

---

[REDACTED]



## REQUIRED INFORMATION NOTICE

Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS) offers assistance options designed for customers who are experiencing temporary or permanent hardship and we look to forward to working with you.

In order for us to review your request for assistance, you must first submit a complete loss mitigation application. This letter describes the Required Information you are required to submit to us in connection with a complete application for available loss mitigation options. We have many assistance options designed for customers who are experiencing temporary or permanent hardships. These options are offered at no cost to our customers and may include structured repayment plans, modifications, or account settlement alternatives, such as short sales or deeds in lieu of foreclosure. If your property also secures other accounts, you should consider contacting the servicer(s) of those accounts to discuss available loss mitigation options.

Please contact SPS immediately if you have any questions. Once we have received all Required Information, you will receive an acknowledgement from SPS that we have a complete application and can begin our review. If you have recently provided documents, they will be included as part of our review.

**If there is a foreclosure sale scheduled for your home in the next thirty (30) days you are required to send all documentation via overnight mail with delivery confirmation.** Please know that while we are evaluating your complete application, your account will not be referred to foreclosure nor will it be sold at a foreclosure sale if the foreclosure process has already been initiated. If a foreclosure sale has already been scheduled we will instruct our attorney to file a motion (or other similar action) to postpone such sale. It is possible however that a court will deny the motion and the sale will proceed. If that happens we will be unable to provide loss mitigation. If you are unsure if there is a sale scheduled for the property in the next thirty (30) days please contact us immediately at 888-818-6032. All documents sent via overnight mail must be addressed to:

**Select Portfolio Servicing, Inc.  
3217 S. Decker Lake Dr Salt Lake City, UT 84119**

As noted above, in order for us to review your account for all available loss mitigation programs we require a complete application, which requires you to submit all Required Information. The Required Information are described below. To aid in identifying your documents, should they be sent separately or get separated, please include your account number on the bottom of all pages. You may fax, email, or mail the Required Information to:

**Select Portfolio Servicing, Inc.  
PO Box 65250 Salt Lake City, UT 84165-0250  
Fax: 866-867-3019  
Email: [Relationship.Manager@SPServicing.com](mailto:Relationship.Manager@SPServicing.com)  
Website: [www.spservicing.com](http://www.spservicing.com)**

Keep in mind that, in general, documentation must be dated within the last ninety (90) days to be considered valid. Once we have received your complete application and any necessary third party approvals, you will be evaluated for all loss mitigation options available to you and the results will be sent to you within thirty (30) days after we receive your complete application. This notification will provide, as applicable:

- Details of the loss mitigation program for which you are approved, including, any information on how and when you must accept the offer, which at a minimum will be 14 days.
- Names of all loss mitigation programs for which you were evaluated but not approved, including, the results of any Net Present Value (NPV) tests if applicable.
- Information on how to appeal the denial of a modification plan if applicable.



RA 155

**This is an important notice to provide the Required Information. Time is of the essence!**

Please know that you are entitled to a copy of the property valuation report we may order in connection with any applicable account modification review. We will send the valuation report to you upon completion of the valuation.

**Notice of Error or Information Request**

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

Select Portfolio Servicing, Inc.  
PO Box 65277 Salt Lake City, UT 84165-0277

At SPS, any of our trained servicing representatives can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact our Loan Resolution Department. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

If you would like to speak with a HUD approved counselor, call the Homeowner's HOPE™ Hotline 888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

Sincerely,

Select Portfolio Servicing, Inc.

**Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.**

**This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.**

**Required Information**

RMA/Hardship Affidavit	A completed Request For Mortgage Assistance signed by all customers. This form, or an attached letter, must contain a detailed explanation of the hardship, including information on when the hardship began. A copy of this document is enclosed with this letter or it can be obtained from our website at <a href="http://www.spsservicing.com">www.spsservicing.com</a> or by calling 888-818-6032.
Profit and Loss Statement	<b>For each customer who is self-employed:</b> <ul style="list-style-type: none"><li>• Each self-employed borrower customer must provide copies of each of the most recent quarterly or year-to-date profit and loss statement, covering at least a three (3) month period, for each business owned. The statement must include the business name, income, cost of goods sold, other income, expenses, net income after expenses and period start and end dates (for example 10/1/2012 through 12/31/2012). The statement must be signed and dated by the customer. If you are no longer self-employed, please provide a copy of your cancelled business license or letter of explanation.</li><li>• K-1 / Tax Form 1120S or 1065B – A copy of the shareholder's share of income for self-employment income listed on Schedule E of your recent tax returns for verification of percentage of ownership.</li></ul>



Rental Income	<b>For each customer who has rental income:</b> <ul style="list-style-type: none"> <li>• Copies of the 2 (two) most recent payments evidencing receipt of income, such as a bank statement or canceled check, and</li> <li>• The current lease agreement for all rental properties, and</li> <li>• Copies of the most recent years filed federal tax returns with all schedules, including Schedule E – Supplemental Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent minus any mortgage-related expenses for the property.</li> </ul>
Social Security Benefits	<b>For each customer with social security income:</b> <ul style="list-style-type: none"> <li>• A monthly statement or document from the government to verify all of the social security income of each customer. All documents must be less than 90 days old at the time of submission, and</li> <li>• A copy of the two (2) most recent bank statement(s), including all pages, or copies of the two most recent benefit checks evidencing receipt of income.</li> </ul>
Retirement Income	<b>For each customer with retirement income:</b> <ul style="list-style-type: none"> <li>• A monthly statement or document from the provider to verify all of the retirement income of each customer. All documents must be less than 90 days old at the time of submission, and</li> <li>• A copy of the two (2) most recent bank statement(s), including all pages, or copies of the two most recent checks evidencing receipt of retirement income.</li> </ul>
Insurance Benefit Income	<b>For each customer with insurance benefit income:</b> <ul style="list-style-type: none"> <li>• A monthly statement or document from the provider to verify all of the benefit income of each customer. All documents must be less than 90 days old at the time of submission, and</li> <li>• A copy of the two (2) most recent bank statement(s), including all pages, or copies of the two most recent benefit checks evidencing receipt of insurance benefit income.</li> </ul>
Disability Income	<b>For each customer with disability income:</b> <ul style="list-style-type: none"> <li>• A monthly statement or document from the government or provider to verify all of the disability income of each customer. All documents must be less than 90 days old at the time of submission, and</li> <li>• A copy of the two (2) most recent bank statement(s), including all pages, or copies of the two most recent checks evidencing receipt of disability income.</li> </ul>
Pension Income	<b>For each customer with pension income:</b> <ul style="list-style-type: none"> <li>• A monthly statement or document from the pension provider to verify all of the pension income of each customer. All documents must be less than 90 days old at the time of submission, and</li> <li>• A copy of the two (2) most recent bank statement(s), including all pages, or copies of the two most recent checks evidencing receipt of pension income.</li> </ul>
Public Assistance Income	<b>For each customer with public assistance:</b> <ul style="list-style-type: none"> <li>• Copy of benefit statement or award letter for each income source or letter from the provider that states the amount, frequency, and duration of the benefit. Public assistance must continue for at least nine (9) months to be considered qualifying income</li> <li>• Your two (2) most recent monthly bank statements or copies of the two most recent benefit checks or two most recent monthly online statements for public assistance EBT card recipients.</li> </ul>
Unemployment Income	<b>For each customer with unemployment income:</b> <ul style="list-style-type: none"> <li>• Copy of benefit statement or letter from the provider that states the amount, frequency, and duration of the benefit. Unemployment benefits must continue for at least nine (9) months to be considered qualifying income.</li> <li>• Your two (2) most recent monthly bank statements or copies of the two most recent benefit checks.</li> </ul>



Alimony	<p><b>For each customer who is relying on alimony (Please note: you do not need to provide this information if you do not want us to consider it in our review):</b></p> <ul style="list-style-type: none"> <li>• Copy of divorce decree, separation agreement or other written agreement or decree that states the amount of alimony and period of time over which it will be received. Payments must continue for at least three (3) years to be considered qualifying income under this program; and</li> <li>• Evidence of, regular, and timely payments for at least two (2) months; for example deposit slips, copies of bank statements, court verification. All documents must be less than 90 days old at the time of submission. The most recent years filed federal tax return, with all schedules, evidencing receipt of the income is also acceptable.</li> </ul>
Child Support	<p><b>For each customer who is relying on child support (Please note: you do not need to provide this information if you do not want us to consider it in our review):</b></p> <ul style="list-style-type: none"> <li>• Copy of divorce decree, separation agreement or other written agreement or decree that states the amount of support and period of time over which it will be received. Payments must continue for at least three (3) years to be considered qualifying income under this program; and</li> <li>• Evidence of, regular, and timely payments for at least two (2) months; for example deposit slips, copies of bank statements, court verification. All documents must be less than 90 days old at the time of submission. The most recent years filed federal tax return, with all schedules, evidencing receipt of the income is also acceptable.</li> </ul>
Bank Statements	<p><b>For each customer who has checking and savings accounts:</b></p> <ul style="list-style-type: none"> <li>• A copy of the three (3) most recent statement(s) for all accounts, including all pages.</li> </ul> <p><b>For customer who owns publicly traded securities or other investments:</b></p> <ul style="list-style-type: none"> <li>• A copy of the most recent quarterly or a minimum of three (3) months consecutive statements for each publicly traded securities account (for example, stocks and bonds) or other investment accounts held such as 401K, trust funds, annuities, and dividends .</li> </ul>
Proof of Occupancy	<p>We need two (2) forms of verification that you occupy the property as your primary residence. For any individual who is not on the account that is contributing income to help support the mortgage payments, we need to verify their occupancy as well.</p> <p><b>At least one of the following is required:</b></p> <ul style="list-style-type: none"> <li>• Current year's signed tax return</li> <li>• Most recent bank statement</li> <li>• Most recent pay check stub</li> <li>• Property tax bill</li> <li>• Homeowner insurance declaration</li> <li>• Vehicle registration</li> </ul> <p><b>If you are only able to supply one item from the above list, the second form of verification may include:</b></p> <ul style="list-style-type: none"> <li>• A gas or electric utility bill reflecting both the mailing and service address.</li> </ul> <p><b>For customers that receive mail through a post office box,</b> a letter from your local post office stating the physical address provided at the time the post office box was opened is acceptable.</p>
Non-Customer Credit Check Authorization	<p>For each non-customer (defined as a spouse, domestic partner, relative, or fiancé who resides in the customer's primary residence, and whose income is being utilized towards mortgage-related expenses) residing in the customer's primary residence, we must obtain written authorization from the non-customer to obtain a copy of their credit report.</p> <p>This document is used to obtain a credit report to verify the occupancy of the non-customer, as well as confirm the amount or percentage of the non-customer's income contributed. A copy of this document is enclosed or can be obtained from our website at <a href="http://www.spservicing.com">www.spservicing.com</a> or by calling 888-818-6032.</p>

Non-Customer Income	For each non-customer (defined as your spouse, domestic partner, relative, or fiancé who resides in your primary residence, and whose income is being utilized towards mortgage-related expenses), the non-customer must provide income documentation (pay stubs, profit and loss statement, Social Security benefits statement, or other recurring income sources) for each source of income.
Homeowners Association	For properties that are part of a homeowners or condominium association, we must obtain a letter or a bill reflecting the dues and frequency paid.



**Request for Mortgage Assistance (RMA)**

If you are experiencing a financial hardship and need help, you must complete and submit this form to be considered for foreclosure prevention options.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

**SECTION 1: REQUIRED BORROWER INFORMATION**

Please provide at least one phone number in the section below

BORROWER	CO-BORROWER
BORROWERS NAME	CO-BORROWERS NAME
HOME PHONE NUMBER WITH AREA CODE	HOME PHONE NUMBER WITH AREA CODE
WORK NUMBER WITH AREA CODE	WORK NUMBER WITH AREA CODE
CELL NUMBER WITH AREA CODE	CELL NUMBER WITH AREA CODE
<input type="checkbox"/> By checking this box, I consent to being contacted at this cellular number	<input type="checkbox"/> By checking this box, I consent to being contacted at this cellular number

**SECTION 2: REQUIRED HARDSHIP AFFIDAVIT**

**REQUIRED:** Explanation of Hardship (Continue on a separate sheet of paper if necessary. Please indicate "See Attached" in the space below if utilizing additional pages):

<p>I (We) am/are requesting review for mortgage assistance.</p> <p>I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):</p>			
<input type="checkbox"/>	My household income has been reduced. For example: reduced pay or hours, decline in business or self-employment earnings, death, disability or divorce of a borrower or co-borrower.	<input type="checkbox"/>	My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input type="checkbox"/>	My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.	<input type="checkbox"/>	I am unemployed and I am receiving/will receive unemployment benefits.
<input type="checkbox"/>	Reason provided in explanation above.		A copy of your most recent unemployment benefits statement must be submitted with this document.



**SECTION 3: REQUIRED BORROWER AND CO – BORROWER ACKNOWLEDGEMENT AND AGREEMENT**

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I certify that I am experiencing a hardship and do not have sufficient reserves to make my monthly mortgage payment.
3. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
4. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co – Borrower Signature

\_\_\_\_\_  
Date

**NOTICE TO BORROWERS**

**Beware of Foreclosure Rescue Scams. Help is FREE!**

- There is never a fee to get assistance or information about Loan Resolution Programs from your lender.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

# Request for Transcript of Tax Return

- Do not sign this form unless all applicable lines have been completed.  
► Request may be rejected if the form is incomplete or illegible.  
► For more information about Form 4506-T, visit [www.irs.gov/form4506t](http://www.irs.gov/form4506t).

OMB No. 1545-1872

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return

**3** Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

**4** Previous address shown on the last return filed if different from line 3 (see instructions)

**5** If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.

Select Portfolio Servicing, Inc, PO Box 65250, Salt Lake City, UT 84165-0250, 888-818-6032

**Caution:** If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

**6** Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ► 1040

- a** Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . . ☐
- b** Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days . . . . . ☐
- c** Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days . . . . . ☐
- 7** Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . . . . ☐
- 8** Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days . . . . . ☐

**Caution:** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

**9** Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

12/31/2016	12/31/2015	12/31/2014	/	/
------------	------------	------------	---	---

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

☐ Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.

Phone number of taxpayer on line 1a or 2a

**Sign Here**

Signature (see instructions)	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	
Spouse's signature	Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 37657N

Form **4506-T** (Rev. 9-2015)



RA 162

Section references are to the Internal Revenue Code unless otherwise noted.

### Future Developments

For the latest information about Form 4506-T and its instructions, go to [www.irs.gov/form4506t](http://www.irs.gov/form4506t). Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

### General Instructions

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note:** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

### Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999
	816-292-6102

### Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250
	859-669-3592

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note:** If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

**CAUTION** You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Note:** If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Forms and Publications Division  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

WESTERN DIVISION  
HOUSING COURT

2013 MAY 31 AM 11:24



COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

HOUSING COURT DEPARTMENT  
WESTERN DIVISION

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,

v.

TERRI A. MAYES-KING, et al.,

Defendants.

Docket No. 19H79SP000190

2019 MAY 31 AM 11:24

WESTERN DIVISION  
HOUSING COURT

**AFFIDAVIT OF CARL E. FUMAROLA**

I, Carl E. Fumarola, make this affidavit based upon personal knowledge of the information contained herein; and, being duly sworn, hereby depose and state under oath the following:

1. I am an attorney in good standing, admitted to practice law in the state courts of Massachusetts, among other places.

2. I am counsel of record for Plaintiff 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"). I submit this Affidavit in support of Plaintiff's Motion for Summary Judgment.

3. Exhibit A to Plaintiff's brief contains a certified copy of the mortgage ("Mortgage") granted by Defendant Alton King, Jr. ("Defendant") and Terri-Mayes King ("Terri") to Mortgage Electronic Registrations Systems, Inc. ("MERS") as nominee for

Community Lending and its successors and assigns on real property located at 49 Memery Lane, Longmeadow, Massachusetts (the “Property”).

4. Exhibit B to Plaintiff’s brief contains a certified copy of the Modification Agreement executed by Terri on the subject Mortgage and Note.

5. Exhibit C to Plaintiff’s brief contains a certified copy of the Assignment of the Mortgage from MERS to Plaintiff.

6. Exhibit D to Plaintiff’s brief contains a certified copy of the “Affidavit Pursuant to M.G.L. Chapter 244 Sections 35B and 35C,” with respect to Defendant’s and Terri’s mortgage loan.

7. Exhibit E to Plaintiff’s brief contains a certified copy of the Foreclosure Deed and Affidavit of Sale with respect to the Property.

8. Exhibit F to Plaintiff’s brief contains a certified copy of the “Affidavit Regarding Note Secured by Mortgage Being Foreclosed,” with respect to Defendant’s and Terri’s mortgage loan.

9. Exhibit G to Plaintiff’s brief contains true and accurate copies of Defendant’s responses to Plaintiff’s interrogatories and requests for admission in this action.

10. Exhibit H to Plaintiff’s brief contains a true and accurate copy of the United States Postal Service tracking information for tracking number “9214890107643201357660,” accessed on the United States Postal Service’s website (<https://tools.usps.com>) on May 24, 2019 by the undersigned counsel.

11. Exhibit I to Plaintiff’s brief contains a true and accurate copy of the Note that Defendant Terri Mayes-King executed with original lender Community Lending Incorporated on August 8, 2006 in the original principal amount of \$1,000,000.00.

12. Exhibit J to Plaintiff's brief contains true and accurate copies of notices sent to Defendants on or around June 29, 2017 by United States Postal Service Certified Mail pursuant to G.L. c. 244, §§ 35A and 35B, and Paragraph 22 of the Mortgage.

Signed under the pains and penalties of perjury, this 30th day of May, 2019.

A handwritten signature in black ink, appearing to read 'Carl E. Fumarola', written over a horizontal line.

Carl E. Fumarola

WESTERN DIVISION  
HOUSING COURT

2019 MAY 31 AM 11:24

CLERK OF SUPERIOR COURT  
JUDICIAL DIVISION  
JAN 15 2019 11:55

# DISCOVERY FORM

(Please print or type)  
COMMONWEALTH OF MASSACHUSETTS  
TRIAL COURT

1. Hampden, 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 12/14/18 (date).

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

Atton King Jr  
Printed Names of Defendant(s)

49 Memory Ln  
Address

Louquoadou Wt 01106  
City State Zip

413 250 0098  
Telephone Number

12/4/18  
Date

Prepared with the assistance  
of counsel.

Volume: I  
Pages: 1-8  
Exhibits: 0

COMMONWEALTH OF MASSACHUSETTS  
WESTERN DIV. HOUSING COURT DEPARTMENT  
OF THE TRIAL COURT

\* \* \* \* \*  
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

vs. Docket No.19H79SP000190  
MAYES-KING, TERRI A. ET AL  
Defendants

\* \* \* \* \*

MOTION HEARING RE: SUMMARY JUDGMENT  
BEFORE THE HONORABLE ROBERT G. FIELDS

APPEARANCES:  
For the Plaintiff:  
Nelson Mullins Riley & Scarborough LLP  
One Post Office Square, 30th Floor  
Boston, Massachusetts 02109  
By: Christine Kingston, Esq.

For the Defendant:  
Alton King, Jr., Pro Se

Springfield, Massachusetts  
Courtroom 1  
July 1, 2019

Wendy Ferrelli  
Approved Court Transcriber

1 (10:56 a.m.)

2 THE CLERK: 190, Bank of New York vs. King.

3 THE COURT: Thanks. Good morning, folks. Why don't we  
4 have introductions, starting with Plaintiff.

5 MS. KINGSTON: Good morning, Your Honor, Christine  
6 Kingston on behalf of the plaintiff, Bank of New York Mellon,  
7 Trustee.

8 THE COURT: Attorney Kingston. Thanks, yeah, into the  
9 microphone, just your name.

10 MR. KING: Alton King.

11 THE COURT: All right, Mr. King. Kingston and King.  
12 We're here on a summary judgment motion by the bank. Mr. King,  
13 I had an opportunity to look through the file, I don't see any  
14 opposition filed; have you filed an opposition, sir?

15 MR. KING: Well, I started to but I found that it was so  
16 complicated that I really am requesting now to have a lawyer; I  
17 need to have a lawyer to help me through this thing.

18 THE COURT: Okay, I think -- if you're not aware, we don't  
19 appoint lawyers in civil courts, so, you always have the right  
20 to a lawyer of course. Are you asking for a delay in these  
21 proceedings?

22 MR. KING: Yes, I am.

23 THE COURT: All right, so what kind of delay; do you have  
24 a lawyer in mind or no?

25 MR. KING: No, I thought that I was going to be

1 represented by this organization called No One Leaves but it  
2 seems like that's not going to work, so I have gone -- I went  
3 down to the court on the first floor and I'll be working  
4 through them to try and get -- get a lawyer.

5 THE COURT: All right. Attorney Kingston, Mr. King is  
6 looking for a delay to afford him an opportunity to secure a  
7 lawyer; what's the bank's position?

8 MS. KINGSTON: I just think it's too late, Your Honor, I  
9 mean, this has been pending since January; the summary judgment  
10 deadlines were set at a case management conference in April;  
11 this could have been raised at that time, it wasn't, and here  
12 we are at the hearing, so we do oppose that request, Your  
13 Honor.

14 THE COURT: All right. Well, Mr. King, I'm going to honor  
15 exactly what counsel for the bank said, given that this has  
16 been pre-scheduled for such a long time; May, June, July; we're  
17 talking about two-plus months, and from what you put on the  
18 record, there's not a basis to continue this action, so I'll  
19 hear the motion, but I will allow you to speak in opposition to  
20 it even though you have not filed anything in writing.

21 Attorney Kingston, what do you want to say about the  
22 motion?

23 MS. KINGSTON: Thank you, Your Honor. This is a post  
24 foreclosure case against Mr. King, who is one of the former  
25 owners. We've submitted various evidence in support of our

1 motion, including all of the required pre-foreclosure notices,  
2 indicating that they were not only sent, but also received at  
3 the property address, so I'd rely on that evidence. But we  
4 have submitted at Exhibit E a certified copy of the foreclosure  
5 deed and the affidavit of sale, it's in the statutory form, so  
6 we have made a prima facie case for possession. There's no  
7 opposition before the Court, and, you know, I do reserve the  
8 right to respond to any testimony, but the defenses here were  
9 that -- in the answer were that Mr. King simply didn't recall  
10 receiving the pre-foreclosure notices, but we have submitted  
11 proof as Exhibit H, I believe, that they were received at the  
12 property address, so that's the only defense that he raised, so  
13 my position is he hasn't rebutted our prima facie case on that  
14 defense.

15 Your Honor, we're only seeking possession, we're not  
16 seeking monetary damages, so I'd just reserve the right to  
17 respond to testimony, but --

18 THE COURT: Of course.

19 MS. KINGSTON: -- I don't think he -- he has rebutted or  
20 can rebut our prima facie case. Thank you.

21 THE COURT: All right, thank you, counsel. Mr. King?

22 MR. KING: Well, I would --

23 THE COURT: What's your challenge to the foreclosure?

24 MR. KING: -- well, first, certain things have happened  
25 that I don't really know the legal way to bring them about;

1 everything from the fact that -- it started with a predatory  
2 loan, and the fact that I am living in a place where there's  
3 some code violations, and I really don't know the proper way  
4 that this should be addressed; as a matter of fact, it's ironic  
5 that should the bank and I work together, we're talking about  
6 over \$400,000 of damages that were not done properly. And  
7 we're also talking about the fact that at one point in time  
8 Bank of America had me paying \$10,000 a month with \$3,000, and  
9 that was \$3,000 of negative amortization; in other words, they  
10 wanted 13,000; again, I know that -- as a matter of fact, I  
11 even have some paperwork which I tried to do but realized that  
12 I really need to have a lawyer in order to be able to represent  
13 myself properly.

14 THE COURT: Yeah, okay. All right, folks, let me look  
15 through the entire file and I'll issue a written order.

16 I also see that Mr. King has filed a motion for Friday at  
17 9 a.m.; do you know about that?

18 MS. KINGSTON: Yes, Your Honor, I -- Madame Clerk gave me  
19 a copy of that motion this morning; if everyone is agreeable, I  
20 would like to be heard on that today, just to save us all some  
21 time.

22 THE COURT: Mr. King, you want to move that to today, your  
23 motion?

24 MR. KING: I -- I guess so, I'm not sure --

25 THE COURT: It's up to you. It's up to you. You filed it

1 on Friday to be heard this Friday, and I'm just asking if you  
2 want, since you're both here, if you want to be heard on it;  
3 they're ready to respond to it, but you don't have to.

4 MR. KING: I think that probably I should try and wait to  
5 get a lawyer for everything.

6 THE COURT: Okay. All right, folks, so we're going to  
7 keep this on for next Friday when it's been marked for 9 a.m.

8 Does that work, Mr. King?

9 MR. KING: 9 a.m. this Friday or is it --

10 THE COURT: Yuh.

11 MR. KING: -- the following Friday?

12 THE COURT: July 5th, this Friday. All right, we'll see  
13 everybody there and then on that motion. Thank you.

14 MS. KINGSTON: Thank you, Your Honor.

15 THE COURT: Thank you, both.

16 (Case adjourned at 11:03 a.m.)

17

18

19

20

21

22

23

24

25





The Commonwealth of Massachusetts  
OFFICE OF COURT MANAGEMENT, Transcription Services

**AUDIO ASSESSMENT FORM**

**For court transcribers:** Complete this assessment form for each volume of transcript produced, and include it at the back of every original and copy transcript with the certificate page, word index, and CD PDF transcript.

**TODAY'S DATE:** 1-10-2020 **TRANSCRIBER NAME:** Ferrelli Legal Transcription

**CASE NAME:** Bank of New York Mellon vs Mayes-King et al **DOCKET NO.:** 19H79SP000190

**RECORDING DATE** 7-1-2019 **TRANSCRIPT VOLUME:** I OF I

**TYPE:** CD **ELECTRONIC** **EXCELLENT** **GOOD** **FAIR** **POOR**

(circle all that apply) **ISSUES** (include time stamp):

**background noise**

**time stamp:** \_\_\_\_\_

**low audio**

**low audio at sidebar**

**simultaneous speech**

**speaking away from microphone**

**other:** Indiscernible speech

**time stamp:** \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

## C E R T I F I C A T I O N

"I, Wendy Ferrelli, an Approved Court Transcriber, do hereby certify that the foregoing is a true and accurate transcript from the audio recording provided to me by the Court Clerk, of the Western Division of the Massachusetts Housing Court Department proceedings in the above-entitled matter."

"I, Wendy Ferrelli, further certify that the foregoing is in compliance with the Administrative Office of the Trial Court Directive on Transcript Format."

"I, Wendy Ferrelli, further certify that I neither am counsel for, related to, nor employed by any of the parties to the action in which this hearing was taken, and further that I am not financially nor otherwise interested in the outcome of the action."

---

Wendy Ferrelli, Approved Court Transcriber

76 Powers Road  
Sudbury, Massachusetts 01776  
978-443-4710  
[ferrtranscripts@aol.com](mailto:ferrtranscripts@aol.com)

Proceedings recorded by court recorder, transcripts produced by computer.

<b>\$</b>	<b>assessment</b> [2] 7:3,4 <b>attorney</b> [3] 2:8 3:5,21 <b>audio</b> [4] 7:3,37,38 8:4 <b>aware</b> [1] 2:18 <b>away</b> [1] 7:40	<b>done</b> [1] 5:6 <b>down</b> [1] 3:3	<b>indicating</b> [1] 4:2 <b>indiscernible</b> [1] 7:42 <b>interested</b> [1] 8:13 <b>introductions</b> [1] 2:4 <b>ironic</b> [1] 5:4 <b>issue</b> [1] 5:15 <b>issues</b> [1] 7:33
<b>10,000</b> [1] 5:8 <b>3,000</b> [2] 5:8,9 <b>400,000</b> [1] 5:6	<b>B</b>	<b>E</b>	<b>J</b>
<b>0</b>	<b>back</b> [1] 7:5 <b>background</b> [1] 7:34 <b>bank</b> [9] 1:9,9 2:2,6,12 3:15 5:5,8 7:14 <b>bank's</b> [1] 3:7 <b>basis</b> [1] 3:18 <b>behalf</b> [2] 1:10 2:6 <b>believe</b> [1] 4:11 <b>boston</b> [1] 1:27 <b>both</b> [2] 6:2,15 <b>bring</b> [1] 4:25	<b>each</b> [1] 7:4 <b>electronic</b> [1] 7:28 <b>employed</b> [1] 8:11 <b>entire</b> [1] 5:15 <b>esq</b> [1] 1:28 <b>et</b> [2] 1:17 7:15 <b>even</b> [2] 3:20 5:11 <b>everybody</b> [1] 6:13 <b>everyone</b> [1] 5:19 <b>everything</b> [2] 5:1 6:5 <b>evidence</b> [2] 3:25 4:3 <b>exactly</b> [1] 3:15 <b>excellent</b> [1] 7:29 <b>exhibit</b> [2] 4:4,11 <b>exhibits</b> [1] 1:3	<b>january</b> [1] 3:9 <b>jr</b> [1] 1:30 <b>judgment</b> [3] 1:21 2:12 3:9 <b>july</b> [3] 1:33 3:16 6:12 <b>june</b> [1] 3:16
<b>1</b>	<b>C</b>	<b>F</b>	<b>K</b>
<b>1</b> [2] 1:32,33 <b>10:56</b> [1] 2:1 <b>11:03</b> [1] 6:16 <b>1-10-2020</b> [1] 7:8 <b>1-2</b> [1] 8:22 <b>13,000</b> [1] 5:10 <b>1-8</b> [1] 1:2 <b>190</b> [1] 2:2 <b>19h79sp000190</b> [1] 7:18	<b>called</b> [1] 3:1 <b>case</b> [7] 3:10,24 4:6,13,20 6:16 7:12 <b>cd</b> [2] 7:6,27 <b>certain</b> [1] 4:24 <b>certificate</b> [1] 7:5 <b>certificates</b> [1] 1:11 <b>certified</b> [1] 4:4 <b>certify</b> [3] 8:3,7,10 <b>challenge</b> [1] 4:23 <b>christine</b> [2] 1:28 2:5 <b>circle</b> [1] 7:33 <b>civil</b> [1] 2:19 <b>clerk</b> [3] 2:2 5:18 8:4 <b>code</b> [1] 5:3 <b>comments</b> [1] 7:44 <b>commonwealth</b> [2] 1:4 7:1 <b>complete</b> [1] 7:4 <b>compliance</b> [1] 8:8 <b>complicated</b> [1] 2:16 <b>computer</b> [1] 8:21 <b>conference</b> [1] 3:10 <b>continue</b> [1] 3:18 <b>copy</b> [3] 4:4 5:19 7:5 <b>counsel</b> [3] 3:15 4:21 8:10 <b>course</b> [2] 2:20 4:18 <b>court</b> [30] 1:5,6,35 2:3,8,11,18,23 3:3,5,14 4:7,18,21,23 5:14,22,25 6:6,10,12,15 7:2,4 8:2,4,5,8,15,20 <b>courtroom</b> [1] 1:32 <b>courts</b> [1] 2:19	<b>f/k/a</b> [1] 1:9 <b>facie</b> [3] 4:6,13,20 <b>fact</b> [5] 5:1,2,4,7,10 <b>fair</b> [1] 7:31 <b>ferrelli</b> [6] 1:34 7:11 8:2,7,10,15 <b>fertranscripts@aol.com</b> [1] 8:19 <b>fields</b> [1] 1:22 <b>file</b> [2] 2:13 5:15 <b>filed</b> [5] 2:14,14 3:20 5:16,25 <b>financially</b> [1] 8:13 <b>first</b> [2] 3:3 4:24 <b>floor</b> [2] 1:26 3:3 <b>folks</b> [3] 2:3 5:14 6:6 <b>following</b> [1] 6:11 <b>foreclosure</b> [3] 3:24 4:4,23 <b>foregoing</b> [2] 8:3,7 <b>form</b> [3] 4:5 7:3,4 <b>format.</b> [1] 8:9 <b>former</b> [1] 3:24 <b>found</b> [1] 2:15 <b>friday</b> [7] 5:16 6:1,1,7,9,11,12 <b>further</b> [3] 8:7,10,12	<b>keep</b> [1] 6:7 <b>kind</b> [1] 2:23 <b>king</b> [24] 1:30 2:2,10,10,11,11,12,15,22,25 3:5,14,24 4:9,21,22,24 5:16,22,24 6:4,8,9,11 <b>kingston</b> [12] 1:28 2:5,6,8,11 3:5,8,21,23 4:19 5:18 6:14
<b>2</b>			<b>L</b>
<b>2006-j7</b> [2] 1:11,12 <b>2019</b> [1] 1:33			<b>late</b> [1] 3:8 <b>lawyer</b> [8] 2:16,17,20,24 3:4,7 5:12 6:5 <b>lawyers</b> [1] 2:19 <b>leaves</b> [1] 3:1 <b>legal</b> [2] 4:25 7:11 <b>living</b> [1] 5:2 <b>llp</b> [1] 1:25 <b>loan</b> [2] 1:11 5:2 <b>long</b> [1] 3:16 <b>look</b> [2] 2:13 5:14 <b>looking</b> [1] 3:6 <b>low</b> [2] 7:37,38
<b>3</b>			<b>M</b>
<b>30th</b> [1] 1:26			<b>madame</b> [1] 5:18 <b>made</b> [1] 4:6 <b>management</b> [2] 3:10 7:2 <b>marked</b> [1] 6:7 <b>massachusetts</b> [6] 1:4,27,31 7:1 8:5,17 <b>matter</b> [2] 5:4,10 <b>matter.</b> [1] 8:6 <b>mayes-king</b> [2] 1:17 7:15 <b>mean</b> [1] 3:9 <b>mellon</b> [3] 1:9 2:6 7:14 <b>microphone</b> [2] 2:9 7:40 <b>mind</b> [1] 2:24 <b>monetary</b> [1] 4:16 <b>month</b> [1] 5:8 <b>months</b> [1] 3:17 <b>morning</b> [3] 2:3,5 5:19 <b>mortgage</b> [1] 1:11 <b>motion</b> [9] 1:21 2:12 3:19,22 4:1 5:16,19,23 6:13 <b>move</b> [1] 5:22 <b>ms</b> [6] 2:5 3:8,23 4:19 5:18 6:14 <b>mullins</b> [1] 1:25 <b>myself</b> [1] 5:13
<b>5</b>			
<b>5th</b> [1] 6:12			
<b>7</b>			
<b>7-1-2019</b> [1] 7:20 <b>76</b> [1] 8:16			
<b>9</b>			
<b>9</b> [3] 5:17 6:7,9 <b>978-443-4710</b> [1] 8:18			
<b>“</b>			
<b>“i</b> [3] 8:2,7,10			
<b>A</b>	<b>D</b>	<b>G</b>	
<b>a.m</b> [5] 2:1 5:17 6:7,9,16 <b>able</b> [1] 5:12 <b>above-entitled</b> [1] 8:6 <b>accurate</b> [1] 8:3 <b>action</b> [2] 3:18 8:12 <b>action.</b> [1] 8:14 <b>address</b> [2] 4:3,12 <b>addressed</b> [1] 5:4 <b>adjoined</b> [1] 6:16 <b>administrative</b> [1] 8:8 <b>affidavit</b> [1] 4:5 <b>afford</b> [1] 3:6 <b>agreeable</b> [1] 5:19 <b>al</b> [2] 1:17 7:15 <b>allow</b> [1] 3:19 <b>alternative</b> [1] 1:10 <b>alton</b> [2] 1:30 2:10 <b>america</b> [1] 5:8 <b>amortization</b> [1] 5:9 <b>answer</b> [1] 4:9 <b>appearances</b> [1] 1:23 <b>apply</b> [1] 7:33 <b>appoint</b> [1] 2:19 <b>approved</b> [3] 1:35 8:2,15 <b>april</b> [1] 3:10	<b>damages</b> [2] 4:16 5:6 <b>date</b> [2] 7:7,19 <b>deadlines</b> [1] 3:10 <b>deed</b> [1] 4:5 <b>defendant</b> [1] 1:29 <b>defendants</b> [1] 1:18 <b>defense</b> [2] 4:12,14 <b>defenses</b> [1] 4:8 <b>delay</b> [3] 2:20,23 3:6 <b>department</b> [2] 1:5 8:6 <b>directive</b> [1] 8:9 <b>div</b> [1] 1:5 <b>division</b> [1] 8:5 <b>docket</b> [2] 1:15 7:16	<b>gave</b> [1] 5:18 <b>given</b> [1] 3:15 <b>guess</b> [1] 5:24	
		<b>H</b>	
		<b>happened</b> [1] 4:24 <b>hear</b> [1] 3:19 <b>heard</b> [3] 5:20 6:1,2 <b>hearing</b> [3] 1:21 3:12 8:12 <b>help</b> [1] 2:17 <b>hereby</b> [1] 8:2 <b>holders</b> [1] 1:10 <b>honor</b> [8] 2:5 3:8,13,14,23 4:15 5:18 6:14 <b>honorable</b> [1] 1:22 <b>housing</b> [2] 1:5 8:5	
		<b>I</b>	
		<b>i'm</b> [3] 3:14 5:24 6:1 <b>include</b> [2] 7:5,33 <b>including</b> [1] 4:1 <b>index</b> [1] 7:6	<b>N</b>
			<b>name</b> [3] 2:9 7:10,13 <b>need</b> [2] 2:17 5:12

<p><b>negative</b> [1] 5:9  <b>neither</b> [1] 8:10  <b>nelson</b> [1] 1:25  <b>new</b> [5] 1:9,9 2:2,6 7:14  <b>next</b> [1] 6:7  <b>no.19h79sp000190</b> [1] 1:15  <b>noise</b> [1] 7:34  <b>nor</b> [2] 8:11,13  <b>notices</b> [2] 4:1,10</p> <hr/> <p style="text-align: center;"><b>O</b></p> <hr/> <p><b>office</b> [3] 1:26 7:2 8:8  <b>okay</b> [3] 2:18 5:14 6:6  <b>one</b> [4] 1:26 3:1,24 5:7  <b>only</b> [3] 4:2,12,15  <b>opportunity</b> [2] 2:13 3:6  <b>oppose</b> [1] 3:12  <b>opposition</b> [4] 2:14,14 3:19 4:7  <b>order</b> [2] 5:12,15  <b>organization</b> [1] 3:1  <b>original</b> [1] 7:5  <b>other</b> [2] 5:9 7:41  <b>otherwise</b> [1] 8:13  <b>outcome</b> [1] 8:13  <b>over</b> [1] 5:6  <b>owners</b> [1] 3:25</p> <hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>page</b> [1] 7:6  <b>pages</b> [1] 1:2  <b>paperwork</b> [1] 5:11  <b>parties</b> [1] 8:11  <b>pass-through</b> [1] 1:11  <b>paying</b> [1] 5:8  <b>pdf</b> [1] 7:6  <b>pending</b> [1] 3:9  <b>place</b> [1] 5:2  <b>plaintiff</b> [4] 1:13,24 2:4,6  <b>point</b> [1] 5:7  <b>poor</b> [1] 7:32  <b>position</b> [2] 3:7 4:13  <b>possession</b> [2] 4:6,15  <b>post</b> [2] 1:26 3:23  <b>powers</b> [1] 8:16  <b>predatory</b> [1] 5:1  <b>pre-foreclosure</b> [2] 4:1,10  <b>pre-scheduled</b> [1] 3:16  <b>prima</b> [3] 4:6,13,20  <b>pro</b> [1] 1:30  <b>probably</b> [1] 6:4  <b>proceedings</b> [3] 2:21 8:6,20  <b>produced</b> [2] 7:5 8:20  <b>proof</b> [1] 4:11  <b>proper</b> [1] 5:3  <b>properly</b> [2] 5:6,13  <b>property</b> [2] 4:3,12  <b>provided</b> [1] 8:4  <b>put</b> [1] 3:17</p> <hr/> <p style="text-align: center;"><b>R</b></p> <hr/> <p><b>raised</b> [2] 3:11 4:12  <b>re</b> [1] 1:21  <b>ready</b> [1] 6:3  <b>realized</b> [1] 5:11  <b>really</b> [4] 2:16 4:25 5:3,12  <b>rebut</b> [1] 4:20  <b>rebutted</b> [2] 4:13,19</p>	<p><b>recall</b> [1] 4:9  <b>received</b> [2] 4:2,11  <b>receiving</b> [1] 4:10  <b>record</b> [1] 3:18  <b>recorded</b> [1] 8:20  <b>recorder</b> [1] 8:20  <b>recording</b> [2] 7:19 8:4  <b>registered</b> [1] 1:10  <b>related</b> [1] 8:11  <b>rely</b> [1] 4:3  <b>represent</b> [1] 5:12  <b>represented</b> [1] 3:1  <b>request</b> [1] 3:12  <b>requesting</b> [1] 2:16  <b>required</b> [1] 4:1  <b>reserve</b> [2] 4:7,16  <b>respond</b> [3] 4:8,17 6:3  <b>riley</b> [1] 1:25  <b>road</b> [1] 8:16  <b>robert</b> [1] 1:22</p> <hr/> <p style="text-align: center;"><b>S</b></p> <hr/> <p><b>sale</b> [1] 4:5  <b>save</b> [1] 5:20  <b>scarborough</b> [1] 1:25  <b>se</b> [1] 1:30  <b>secure</b> [1] 3:6  <b>see</b> [3] 2:13 5:16 6:12  <b>seeking</b> [2] 4:15,16  <b>seems</b> [1] 3:2  <b>sent</b> [1] 4:2  <b>series</b> [1] 1:12  <b>services</b> [1] 7:2  <b>set</b> [1] 3:10  <b>sidebar</b> [1] 7:38  <b>simply</b> [1] 4:9  <b>simultaneous</b> [1] 7:39  <b>since</b> [2] 3:9 6:2  <b>sir</b> [1] 2:14  <b>speaking</b> [1] 7:40  <b>speech</b> [2] 7:39,42  <b>springfield</b> [1] 1:31  <b>square</b> [1] 1:26  <b>stamp</b> [3] 7:33,36,43  <b>started</b> [2] 2:15 5:1  <b>starting</b> [1] 2:4  <b>statutory</b> [1] 4:5  <b>submitted</b> [3] 3:25 4:4,10  <b>sudbury</b> [1] 8:17  <b>summary</b> [3] 1:21 2:12 3:9  <b>support</b> [1] 3:25</p> <hr/> <p style="text-align: center;"><b>T</b></p> <hr/> <p><b>terri</b> [1] 1:17  <b>testimony</b> [2] 4:8,17  <b>thanks</b> [2] 2:3,8  <b>there's</b> [3] 3:18 4:6 5:2  <b>though</b> [1] 3:20  <b>today</b> [2] 5:20,22  <b>today's</b> [1] 7:7  <b>together</b> [1] 5:5  <b>transcriber</b> [4] 1:35 7:9 8:2,15  <b>transcribers</b> [1] 7:4  <b>transcript</b> [6] 7:4,5,6,21 8:3,9  <b>transcription</b> [2] 7:2,11  <b>transcripts</b> [1] 8:20  <b>trial</b> [2] 1:6 8:8</p>	<p><b>tried</b> [1] 5:11  <b>true</b> [1] 8:3  <b>trust</b> [1] 1:11  <b>trustee</b> [2] 1:10 2:7  <b>try</b> [2] 3:4 6:4  <b>two-plus</b> [1] 3:17  <b>type</b> [1] 7:26</p> <hr/> <p style="text-align: center;"><b>U</b></p> <hr/> <p><b>up</b> [2] 5:25,25</p> <hr/> <p style="text-align: center;"><b>V</b></p> <hr/> <p><b>various</b> [1] 3:25  <b>violations</b> [1] 5:3  <b>volume</b> [3] 1:1 7:4,22  <b>vs</b> [3] 1:15 2:2 7:14</p> <hr/> <p style="text-align: center;"><b>W</b></p> <hr/> <p><b>wait</b> [1] 6:4  <b>wanted</b> [1] 5:10  <b>way</b> [2] 4:25 5:3  <b>wendy</b> [5] 1:34 8:2,7,10,15  <b>western</b> [2] 1:5 8:5  <b>will</b> [1] 3:19  <b>word</b> [1] 7:6  <b>words</b> [1] 5:9  <b>work</b> [3] 3:2 5:5 6:8  <b>working</b> [1] 3:3  <b>writing</b> [1] 3:20  <b>written</b> [1] 5:15</p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>york</b> [5] 1:9,9 2:2,6 7:14  <b>yuh</b> [1] 6:10</p>
--	---	---

**THE TRIAL COURT  
COMMONWEALTH OF MASSACHUSETTS**

Hamdpen, ss:

Housing Court Department  
Western Division  
No. 19-SP-190

**BANK OF NEW YORK MELLON,**

**Plaintiff,**

**v.**

**ORDER**

**ALTON KING, JR.,**

**Defendant.**

After hearing on July 1, 2019 on the plaintiff's motion for summary judgment, at which the plaintiff appeared through counsel and the defendant appeared pro se, the following order shall enter:

1. The plaintiff has met its burden of proof on its claim for possession against the defendant (and former owner) of the premises.
2. The defendant failed to file any written opposition and really has no challenge to the plaintiff's claim for possession.
3. There appears to be no genuine issues of material fact in dispute.
4. Accordingly, judgment shall enter for the plaintiff for possession.

So entered this 5th of July, 2019.

  
Robert Fields, Associate Justice

<b>Judgment of Summary Process For Plaintiff</b>	<b>Docket Number</b> 19H79SP000190	<b>Commonwealth of Massachusetts Housing Court Department</b>
RE: Bank of New York Mellon f/k/a the Bank of New York as Trustee, on behalf of the registered holders of <del>Alternative Loan Trust 2006-J7, Mortgage Pass- Through Certificates, Series 2006-J7</del> vs. Terri A Mayes-King Plaintiff(s) who are parties to this Judgment:		
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		Western Housing Court 37 Elm Street P.O. Box 559 Springfield, MA 01102-0559 (413)748-7838
Defendant(s) who are parties to this Judgment:  Alton King, Jr.		Premises Address:  49 Memery Lane Longmeadow, MA 01106

After coming before the court, the issues having been duly tried or heard, and a finding or verdict having been duly rendered, IT IS ORDERED AND ADJUDGED by the court (Fields, J.) that the Plaintiff(s) named above recover of the Defendant(s) named above Judgment in summary process for possession of the premises listed above and money damages as follows:

Date of Breach, Demand or Complaint	01/14/2019
Date Judgment Entered	07/05/2019
Pre Judgment Interest as provided by law from 01/14/2019 to	\$0.00
Damages	\$0.00
Double or Treble Damages Awarded by Court	\$
Filing Fee & Surcharge	\$
Other Costs Awarded by Court	\$
Other Costs	\$
Court Ordered Attorney Fees	\$
<b>Judgment Total Payable to Plaintiff(s)</b>	<b>\$0.00</b>

**Further orders of the court:**



Entered and notice sent on July 5, 2019.

Michael J Doherty  
Clerk - Magistrate  
RA 202