



MASSACHUSETTS ALLIANCE AGAINST
PREDATORY LENDING
2021

Annotated Foreclosure Documents

Updated as of May 2021

Author
CAITLIN KUZMA

13 May, 2021

Contents

Purpose	1
Annotated Documents with Additional Notes	2
Complaint	3
Power of Attorney	5
Certificate of Appointment	7
35B/35C Affidavit	8
Example Affidavit w/ Lawyer Certification	9
Certificate of Entry	11
Assignment of Mortgage	12
Standard Foreclosure Deed w/ Affidavit of Sale and Advertisement	15
Standard Mortgage with Riders	19
Additional Document Examples	29
Affidavits	30
Assignments	38
Full Document Suites	43
Resources	89

Purpose

While the main purpose of these documents is to inform MAAPL database users manually entering data from foreclosure documents, these documents may also be helpful to MAAPL IT volunteers and database developers, or people currently going through the foreclosure process.

The documents are annotated with the following colors:

- Red: highlights and annotates data of interest for data entry (or other purposes)
- Yellow: highlights document titles
- Green: indicates additional notes, such as language that may suggest a certain section of interest or data point
- Blue: indicates the word “assigned” in advertisements
- Orange: indicates assignor/assignee pairs in advertisements

Disclaimer: These documents were not annotated by nor have been reviewed by an attorney. These documents do not contain legal advice, and are for informational purposes only.

Annotated Documents with Additional Notes

Following is a collection of one example of each of the following types of foreclosure document: Complaint, Power of Attorney, Certificate of Appointment (Power of Attorney), Affidavit, Certificate of Entry, Assignment of Mortgage, Foreclosure Deed, Affidavit of Sale, Advertisement, and a Mortgage with riders.

While these documents are unrelated, they are ordered the way that a registry of deeds may receive them in. Additionally, these documents are fairly standard examples of the types of foreclosure documents located in each registry of deeds. However, there are many different versions of these documents, so the green highlight provides extra information about where to find data of interest. For example, while the Book Number of a document is not always located in the top right corner of a document, it can be found easily by looking for “Bk.”.

Complaint



SO. ESSEX #269 Bk:39605 Pg:195
03/04/2021 12:48 PM COMPLA Pg 1/2
eRecorded

registry

Book #

Page #

Land court
filed

LAND COURT
FILED

19 FEB 27 AM 10:38
date filed (stamped)

February 14, 2019
Date
LET JUDGMENT ISSUE:
Gordon H. Piper
Gordon H. Piper, Chief Justice

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

case number

19 SM 001151

SM



Suffolk, ss.

Claimed
mortgagee

U.S. Bank National Association, as Trustee for
Citigroup Mortgage Loan Trust Inc. Mortgage Pass-
Through Certificates Series 2004-NCM1,
Plaintiff

COMPLAINT TO DETERMINE
MILITARY STATUS

v.

Felipe Araya Individually and as Personal Representative
of the Estate of Maria Elena Rojas
Defendant

Interest in a/the mortgage? yes

(original mortgagee,
NOT current)

- Your Plaintiff has an interest in a mortgage with the statutory power of sale given by Maria Rojas to National City Mortgage Co., dated March 31, 2004, recorded or filed at Essex County (Southern District) Registry of Deeds in Book 22618, Page 230, covering 73 O'Callaghan Way, Lynn, and more particularly described in said mortgage.
↳ address
- No Defendant(s) is/are in the military service within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (*et seq*)
- The Plaintiff alleges on information and belief that the Defendant(s) is/are the only person(s) holding the equity of redemption of the property covered by the mortgage described in Paragraph 1 of this Complaint so far as appears of record in the said Registry of Deeds and as known to your plaintiff.
- The holder of the mortgage seeks to proceed with the foreclosure of said mortgage described in Paragraph 1 to protect its interest as secured thereby for breach of the conditions thereof and desires to comply with the provisions of the Servicemembers Civil Relief Act

Wherefore your plaintiff prays:

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

ATTORNEY FOR THE PLAINTIFF

BBO. # 693868

Date: 2-20-19

Abigail Chmielecki, Esq. - BBO# 693868
Orlans PC
P.O. Box 340540
Waltham, MA 02454
(781) 790-7803

19 SM 001151

From the Office of :



Orlans PC

PO Box 540540

Waltham, MA 02454

Telephone No. (with extension): (781) 790-7800

Office File no. (If Available): 18-016014

LAND COURT USE ONLY

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

ORDERED and **ADJUDGED** that the Defendant is/are not entitled to the benefits of the Servicemembers Civil Relief Act, as of December 5, 2016 the date of the allowance of Plaintiff's motion for judgment.

By the Court().

Attest:

(SEAL)

Deborah J. Patterson
Deborah J. Patterson,
Recorder

^ TRUE COPY

ATTEST:

Deborah J. Patterson
RECORDER

Power of Attorney

SO ESSEX #274 Bk:39605 Pg:212
03/04/2021 12:48 PM POW Pg 1/2
eRecorded

Registry Book # Page #

POWER OF ATTORNEY

grantor 1

grantee 1

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCMI, with an address of c/o PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 does hereby constitute and appoint Orleans PC, with an address of PO Box 540540, Waltham, MA 02454, and each of its officers, directors, employees, agents and/or assigns, its true and lawful attorney-in-fact for it and in its name, place and stead, (the "Law Firm") (1) to take any and all steps which are customary and reasonably necessary to the commencement and completion of judicial and nonjudicial foreclosure proceedings, including making peaceable and unopposed entry on the premises described in the mortgage, for the purposes of foreclosing the mortgage, bidding on its behalf at the foreclosure sale and executing a Memorandum of Sale in connection therewith; (2) to make, execute, acknowledge and deliver all contracts, orders, assignments of bid, foreclosure deed(s) and affidavit(s), proofs of claim and court pleadings; (3) to convey the property described in such mortgage, including executing, acknowledging and delivering the deed and any other instrument or document customary and reasonably necessary to accomplish such conveyance and (4) to make, execute, acknowledge and deliver any other certificates, writings, assurances and other instruments, including receiving and endorsing any checks on its behalf which may be required in connection with any of the foregoing.

The rights, powers and authority of said attorney-in-fact herein granted shall commence and be in full force and effect as the date hereof until the filing at the Registry District of the Land Court or the recording with the Registry of Deeds in which the Power of Attorney is filed or recorded as applicable of a revocation of authority under this Power of Attorney relative to the Law Firm, while hereby ratifying and confirming any and all of the enumerated actions herein, taken by the Law Firm prior to the date hereof. Any party dealing in good faith with the Law Firm shall be entitled to rely upon a photostatic copy of this instrument and upon the statement or certificate of the Law Firm that this Power of Attorney is still in force and effect, has not been revoked and that the party acting hereunder as an officer, director, employee, agent or assignee of the Law Firm has been duly authorized by the undersigned and by the Law Firm. No party dealing with the Law Firm shall be required to look to the application of anything paid or transferred to it nor shall any person dealing with the Law Firm be required to determine the existence of any facts justifying the exercise by the Law Firm of the authority granted pursuant hereto.

Mortgage from Maria Rojas to National City Mortgage Co. dated March 31, 2004 ("Mortgage") and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230 for property located at: 73 O'Callaghan Way, Lynn, MA 01905

address

RE: 73 O'Callaghan Way, Lynn, MA 01905

IN WITNESS WHEREOF, the said U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, By its attorney in fact NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing By its attorney-in-fact PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC, aforesaid has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Carrie Priebe Contract Management Coordinator thereunto duly authorized, this 13 day of JAN., 2020. → date of signature

reference to authority doc? yes, need to hand search ←

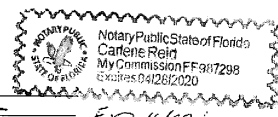
See Limited Power of Attorney recorded herewith U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1 By its attorney in fact NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing By its attorney-in-fact PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC
By: [Signature]
Name: Carrie Priebe
Title: Contract Management Coordinator

RE: 73 O'Callaghan Way, Lynn, MA 01905

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of JAN., 2020, by Carrie Priebe as Contract Management Coordinator for PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC as attorney-in-fact for NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing attorney in fact for U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature of Notary Public
Name of Notary Public: Carlene Reid
Notary Commission Expiration Date: _____
Personally known:
OR Produced Identification: _____
Type of Identification Produced: _____



Exp. 4/28/20

Mortgagor: Maria Rojas
Property Address: 73 O'Callaghan Way, Lynn, MA 01905
File Number: 18-016014
Return to:
Orlans PC
P.O. Box 5041
Troy, MI 48007

Certificate of Appointment

SO ESSEX #275 Bk:39605 Pg:214
03/04/2021 12:48 PM APPT Pg 1/1
eRecorded
registry Book # Page #

(=power of attorney)

CERTIFICATE OF APPOINTMENT

grantor 1 ← Orlans PC, acting under a Power of Attorney for U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, hereby constitutes and appoints John McMillan, as its agent for it → grantee 1
and in its name, place and stead to make entry upon the premises located at 73

address ← O'Callaghan Way, Lynn, MA 01905, covered by a Mortgage from Maria Rojas to National City Mortgage Co. dated March 31, 2004 ("Mortgage") and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230 for the purposes of foreclosing said mortgage for breach of the conditions thereof. Further, Orlans PC, hereby ratifies and confirms any and all of the actions taken by the appointee prior to the date hereof.

Executed as a sealed instrument as of this 7th day of February, 2020 → date signed

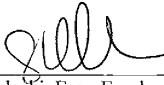
reference to authority doc? yes, need to hand search

RE: 73 O'Callaghan Way, Lynn, MA 01905

See Power of Attorney recorded herewith

Orlans PC

For signatory authority, see Delegation of Authority and Appointment recorded with the Plymouth County Registry of Deeds at Book 50814 Page 157


By: 
Abigail Chmielecki, Esq., Employee,
Authorized Signatory, Real Property

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this 7th day of February, 2020, before me, the undersigned Notary Public, personally appeared Abigail Chmielecki, Esq., Employee Authorized Signatory, Real Property of Orlans PC, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she executed the same for its stated purpose as the free act and deed of Orlans PC.




Shannon Marie Brennan, Notary Public
My Commission Expires: 3/3/20

Return to:
Orlans PC
P.O. Box 5041
Troy, MI 48007
File Number: 189/18-016014/FORD_DR

35B/35C Affidavit

Bk: 56500 Pg: 100



Bk: 56500 Pg: 100
Page: 1 of 1 | 12/21/2016 11:34 AM WD

Book # Page #

AFFIDAVIT PURSUANT TO M.G.L. Ch. 244, §§ 35B and 35C

Property Address: 42 Kinnicut Road aka Kinnicut Road, Worcester, MA 01602

Mortgage: Nancy Aharon-Georgevich and Thomas Georgevich to Mortgage Electronic Registration Systems, Inc. as nominee for, People's Choice Home Loan, Inc., its successors and assigns, dated May 4, 2006 recorded at Worcester County Registry of Deeds in Book 38912, Page 1 on May 5, 2006.

registry

The mortgage was assigned to U.S. Bank National Association, as trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC2 on May 17, 2012 by assignment recorded at Worcester County Registry of Deeds in Book 49004, Page 366 on May 22, 2012.

Foreclosing Mortgage: U.S. Bank National Association, as trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC2

The undersigned, Kishia Givens under oath deposes and says as follows:

1. I am an officer of Wells Fargo Bank, N.A. ("Wells Fargo"), where I hold the office of Vice President Loan Documentation. Wells Fargo is a duly authorized agent for U.S. Bank National Association, as trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC2 and the loan servicer for the mortgage referenced above.

2. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo mortgage servicing business to make these records. As a result of my review of the business records, I have acquired personal knowledge of the matters stated herein.

Personal Knowledge?
talk to an advocate before answering

3. Based upon my review of the business records of Wells Fargo, I certify that:

- a. Wells Fargo complied with MGL Ch. 244 § 35B. → claims loan offered? yes (claims ch 34B complied with?)
- MGL Ch.244 § 35B is not applicable to the above mortgage. Wells Fargo did not send notice pursuant to MGL Ch. 244 § 35B because notice was sent to the borrower pursuant to MGL Ch. 244 § 35A prior to August 3, 2012.
- M.G.L.ch.244, § 35B is not applicable because the loan is not a "certain mortgage loan" as the property securing the mortgage debt is not occupied by the obligor.
- b. On this date, U.S. Bank National Association, as trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC2 is
 - the holder of the promissory note secured by the above mortgage. → mortgage claims note? yes
 - the authorized agent of the holder of said promissory note for purposes of, amongst other things, foreclosing said mortgage on behalf of said note holder. (associated with MGL Ch. 244 § 35C)

Signed under the pains and penalties of perjury this 13th day of December, 2016.

Wells Fargo Bank, N.A. as Servicing Agent for U.S. Bank National Association, as trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC2

lawyer cert? No (see: example affidavit w/ Lawyer Cert)

affiant saw original note? No

authority doc? No (i.e. "see Power of Attorney recorded...")

→ gives signer the authority to sign, usually noted near the signature

By: Kishia Givens
Kishia Givens
Vice President Loan Documentation → affiant title
Wells Fargo Bank, N.A. → affiant organization
12/13/2016

State of South Carolina
County of York → county of notarization

Sworn and subscribed before me on this 13th day of December, 2016, by Kishia Givens Vice President Loan Documentation

Notary Public for South Carolina
Commission Expires 10/16/2017

notary
DORIS R PHILLIPS
Notary Public - South Carolina → state of notarization
My Commission Expires
October 16, 2017

Example Affidavit w/ Lawyer Certification

Bk: 49970 Pg: 10



Bk: 49970 Pg: 10
Page: 1 of 2 11/16/2012 02:08 PM WD

REBA Form No. 57
Affidavit Regarding Note Secured by Foreclosed Mortgage
(see note on page 2)

AFFIDAVIT UNDER G.L. c. 183 Sec. 5B

Property Address: 50 Whisper Drive, Worcester, MA 01609

Re Mortgage from Bruce H. Boguslav and Linda E. Boguslav to Mortgage Electronic Registration Systems, Inc. as nominee for Fremont Investment & Loan dated December 2, 2005:

recorded in Worcester County (Worcester District) Registry of Deeds in Book 37944, Page 42.

filed in _____ Registry District of the Land Court as Document No. _____ and noted on Certificate of Title No. _____.

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

- I am:
 [Check One]
 An officer of BLB Trading, LLC, where I hold the office of MANAGING DIRECTOR
 A duly authorized agent of BLB Trading, LLC, per the vote appended hereto, which remains in full force and effect as of the date hereof.
- Based upon my review of the business records of BLB Trading, LLC, I certify that on this date BLB Trading, LLC is:
 [Check One]
 the holder of the promissory note secured by the above mortgage.
 the authorized agent of the holder of said promissory note.

Ablitt / Scofield
304 Cambridge Rd.
Woburn, MA 01801

Signed under the penalties of perjury this 9TH day of AUGUST 2012

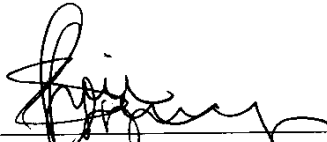
Mortgage assigned from Mortgage Electronic Registration Systems, Inc. to GMAC Mortgage Corporation, recorded October 24, 2006 at Book 40023 Page 205; as further assigned from GMAC Mortgage L.L.C. FKA GMAC Mortgage Corporation to ACT Properties, L.L.C. recorded January 8, 2009 at Book 43657, Page 5; as further assigned from ACT Properties, L.L.C. to PA Portfolio Investors, L.L.C., recorded February 1, 2012 at Book 48486, Page 362; as further assigned from PA Portfolio Investors, L.L.C. to BLB 345.0003 Trading, L.L.C., recorded February 1, 2012 at Book 48486, Page 364.

State of Connecticut:
County of Fairfield

Fairfield, CT, ss.

August 9, 2012

Then personally appeared the above named Elonna Achurova, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on this 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, as [Title] of [C] as aforesaid.



Notary Public
My Commission Expires:
**Notary Public
Connecticut
My Commission Expires Nov 30, 2012**

CERTIFICATE

lawyer cert? yes

I, Menina E. Cohen, hereby certify that I am an attorney at law with offices at Abiliti Social P.C., and that the facts stated in the foregoing affidavit are relevant to the title to the premises therein described and will be of benefit and assistance in clarifying the chain of title thereto.

*this type of affidavit is not stored in the database, but this is what a lawyer certificate (on an affidavit) looks like


[Name] Menina E. Cohen

Comments

See: Eaton v. Federal National Mortgage Association, 462 Mass. 569 (2012) and REBA Title Standard No. 79.

See: G.L. c. 244, §35C (Effective _____, __, 2012)

Adopted October 29, 2012

ATTEST: WORC. Anthony J. Vigliotti, Register

Certificate of Entry

TOC

Registry (South Essex)

(Standard)



08/08/2019 11:03 POSN Pg 1/1

CERTIFICATE OF ENTRY

date of entry

date recorded in registry

Book #

Page #

Bank rep

WE HEREBY CERTIFY that on June 13, 2019, we were present and saw ELIZABETH NADE, agent of Brock & Scott, PLLC, attorney for the present holder of that certain mortgage given by John J. Hart, to Mortgage Electronic Registration Systems, Inc. as nominee for Freedom Mortgage Corporation, and now held by Carrington Mortgage Services, LLC, said mortgage dated September 24, 2008, and recorded in the Essex County (Southern District) Registry of Deeds in Book 28055, Page 221; all of the premises, described and covered by said Mortgage, by virtue of and in execution by the Mortgagee, make an open, peaceable and unopposed entry on the premises described in said Mortgage, for the purpose, by him declared, of foreclosing said Mortgage for breach of the conditions thereof on Property described as 37 Murray Street, Lynn, MA 01905.

address

Witness Signature

RICHARD DAUTAUD Print Name

witness 1

Witness Signature

AARON SCHNEIBMAN Print Name

witness 2

COMMONWEALTH OF MASSACHUSETTS

LOCUS: 37 Murray Street, Lynn, MA

Essex, ss.

June 13, 2019

witness 2

Then personally appeared the above named RICHARD DAUTAUD and AARON SCHNEIBMAN, who proved to me through satisfactory evidence of identification, which was [X] personal knowledge or [] , to be the parties whose names are signed on the proceeding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge.

Notary Public

MATTHEW J. KATZ Printed Name

notary

My Commission Expires: APRIL 3, 2026

MATTHEW J. KATZ Notary Public Commonwealth of Massachusetts My Commission Expires April 3, 2026

18-15749 FC01

Box 195

Assignment of Mortgage

Prepared By and Return To:
Heather Neal
Collateral Department
Meridian Asset Services, Inc.
780 94th Avenue N., Suite 102
St. Petersburg, FL 33702
(727) 497-4650

*** Electronic Recording ***

Doc#: 00033335

Book and page # ← Bk: 46854 Pg: 38 Page: 1 of 3

Recorded: 04/27/2016 03:47 PM

ATTEST: John R. Buckley, Jr. Register

Plymouth County Registry of Deeds

↓
Registry

Space above for Recorder's use



2172891

"confirmatory" may be in the document's title

value/consideration? yes ← **ASSIGNMENT OF MORTGAGE** marked as confirmatory? No →

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **NRZ PASS-THROUGH TRUST IV, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE,** → assignor 1
ITS SUCCESSOR AND ASSIGNS, whose address is **C/O FORTRESS INVESTMENT GROUP, 1345 AVENUE OF THE AMERICAS, 46TH FLOOR, NEW YORK, NY 10105, (ASSIGNOR),** does hereby grant, assign and transfer to **PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP,** whose → assignee 1
address is **C/O PRETIUM MORTGAGE CREDIT MANAGEMENT, 120 SOUTH SIXTH STREET, #2100, MINNEAPOLIS, MN 55402, (ASSIGNEE),** its successors, transferees and assigns forever, all beneficial interest → all beneficial interest? yes
under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

assigning the mortgage? yes

↳ with note? yes

↳ list of what is being assigned

beneficiary? N/A

Date of Mortgage: 10/8/2003

Original Loan Amount: \$248,000.00

Executed by (Borrower(s)): ELENICE S. UMANA

Original Lender: WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION

Filed of Record: In Book/Liber/Volume 26809, Page 82-103,

Document/Instrument No: 223969 in the Office of County Recorder of PLYMOUTH County, MA, Recorded on 10/16/2003.

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: 81 THORNEY LEA TERRACE, BROCKTON, MASSACHUSETTS 02301

RA110

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

date signed ←

Date: 2-26-2016

NRZ PASS-THROUGH TRUST IV, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, ITS SUCCESSOR AND ASSIGNS

Signer ←

By: STEVE ALLISON

title ←

Title: AUTHORIZED SIGNATORY

company ←

PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP AS ATTORNEY-IN-FACT FOR NRZ PASS-THROUGH TRUST IV, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, ITS SUCCESSOR AND ASSIGNS.

signer is attorney in fact? yes

[Signature]
Witness Name: Jan Cornwall

POA was recorded in Suffolk county MA on 7/13/15

E 59860 B 54752 P 138

Book Page

authority document will often be noted near the signature, as it gives the signer the authority to sign (POA=Power of Attorney)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of
County of

MINNESOTA → notary state
HENNEPIN → notary county

On 2-26-16, before me, THU VAN WITTMANN, a Notary Public, personally appeared STEVE ALLISON, AUTHORIZED SIGNATORY of/for PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP AS ATTORNEY-IN-FACT FOR NRZ PASS-THROUGH TRUST IV, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, ITS SUCCESSOR AND ASSIGNS, personally known to me, or 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 MINNESOTA that the foregoing paragraph is true and correct. I further certify STEVE ALLISON, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

Thu Van Wittmann

(Notary Name): THU VAN WITTMANN → notary
My commission expires: 1/31/2018

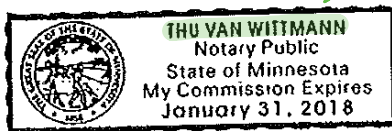


EXHIBIT "A"

Closing date: October 8, 2003
 Borrower(s): Elenice S. Umana
 Property Address: 81 Thorny Lea Terrace, Brockton, Massachusetts 02301

A certain lot of parcel of land situated in Brockton, Plymouth County, Massachusetts, on the northerly side of the right of way which is an extension of Thorney Lea Terrace bounded and described; viz:

Beginning at said right of way at the southeast corner of the granted premises as a point 35 feet westerly of Lot 14 as shown on the plan of Thorney Lea Terrace and running north 86 degrees 27' west by said right of way 117 feet more or less to land of LeRoy B. Fisher et ux; thence north 2 55' west by land of said Fisher, 1.19 feet; thence north 11 00' west by land of said Fisher, 104.67 feet to a stone bound; thence north 77 23' east by a portion of the end of Tilton Avenue, and land of Arthur C. Makepeace et ux, 152.23 feet; thence southerly by land of Alfred Campanell about 144.85 feet to the point of beginning. Being the westerly portion of a lot shown on plan entitled, "Plan of land in Brockton surveyed for Edward P. Neasay, Trustee, May 19, 1950, Hayward and Hayward, Surveyors."

Being the same premises conveyed and more particularly described in a deed dated December 29, 1998 and recorded with the Plymouth County Registry of Deeds in Book 16993, Page 059.

2267787

The foregoing is a true copy from the
 Plymouth County Registry of Deeds.
 Book 46854 Page 38
 Attest: *John R. Buckley Jr.*
 Register

RA112

Standard Foreclosure Deed, Affidavit of Sale, and Advertisement

Bk: 58156 Pg: 214



Bk: 58156 Pg: 214
Page: 1 of 4 | 12/07/2017 03:34 PM WD

Book # Page #

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 12/07/2017 03:34 PM
Ctrl# 176926 05897 Doc# 00137323
Fee: \$267.64 Cons: \$56,274.00

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

current holder of mortgage/seller

U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2006-WF3, at 60 Livingston Avenue, St. Paul, MN 55107

a national association duly established under the laws of the United States of America

the current holder of a mortgage

mortgagor

from Caroline J. Rellstab

original mortgagee

to Mortgage Electronic Registration Systems, Inc., as nominee for Union Capital Mortgage Business Trust, its successors and assigns

dated November 23, 2005 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 37871 Page 329, on November 23, 2005 by the power conferred by said mortgage and every other power for FIFTY-SIX THOUSAND TWO HUNDRED SEVENTY-FOUR DOLLARS AND 00/100 (\$56,274.00) paid, grants to U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2006-WF3 c/o Wells Fargo Bank, N.A., 3476 StateView Blvd Fort Mill, SC 29715, the premises conveyed by said mortgage.

registry of deeds

(sometimes need to assume same registry as mortgage)

paid? yes

Purchaser 1

* See Limited Power of Attorney recorded with Worcester County Registry of Deeds in Book 55318, Page 136

U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2006-WF3 by Wells Fargo Bank, N.A., as Attorney in Fact

Tina Richardson

Name: Tina Richardson → signer
Title: Vice President Loan Documentation
Company: Wells Fargo Bank, N.A.
Date: 11/28/2017

RE: 27 Maple Street, Spencer, Massachusetts 01562

→ address

North Carolina
Wake County

I, K Denise Dunn, a Notary Public of Wake County and State of North Carolina, do hereby certify that Tina Richardson personally came before me this day and acknowledged that she is the Vice President Loan Documentation of Wells Fargo Bank, N.A., and that she, as Vice President Loan Documentation, being authorized to do so, executed the foregoing on behalf of the corporation, as attorney in fact on behalf of U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2006-WF3, as the free act and deed of U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2006-WF3.

Witness my hand and official seal, this 28th day of November, 2017.

K Denise Dunn
K Denise Dunn Notary Public
My commission expires August 30, 2020

K Denise Dunn
NOTARY PUBLIC
Wake County, NC
My Commission Expires August 30, 2020

(4)

registry: Worcester

Bk: 58156 Pg: 215

same as preceding document (foreclosure deed)

Book # Page #

affiant name ← oftentimes directly following the related foreclosure deed ← Affidavit of Sale

affiant employer

I, Jessica DaSilva, Esq., Employee, Authorized Signatory, Real Property of Orlans PC, successor by merger to Orlans Moran PLLC, Attorney in Fact for U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2006-WF3, ("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 13th day of January, 2017, on the 20th day of January, 2017 and on the 27th day of January, 2017, in the Spencer New Leader Stonebridge Press, a newspaper with general circulation in Spencer, a copy of which is attached hereto as Exhibit A.

1st date of advertisement

newspaper name

ad is attached

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.

RE: 27 Maple Street, Spencer, MA 01562

address

Pursuant to said notice at the time and place therein appointed, the sale was postponed by public proclamation upon the mortgaged premises to March 15, 2017 at 3:00 PM and thereupon, the sale was postponed by public proclamation upon the mortgaged premises to May 15, 2017 at 3:00 PM and thereupon, the sale was postponed by public proclamation upon the mortgaged premises to July 14, 2017 at 3:00 PM and thereupon, the sale was postponed by public proclamation upon the mortgaged premises to September 12, 2017 at 3:00 PM and thereupon, the sale was postponed by public proclamation upon the mortgaged premises to October 20, 2017 at 3:00 PM and thereupon, the Lender sold the mortgaged premises at public auction by Christine M. Parcher, a licensed auctioneer of Towne Auction Company LLC to the third highest bidder U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2006-WF3 c/o Wells Fargo Bank, N.A., Attn: 3476 StateView Blvd, Fort Mill, SC 29715, for the sum of FIFTY-SIX THOUSAND TWO HUNDRED SEVENTY-FOUR DOLLARS AND 00/100 (\$56,274.00), paid, being the third highest bid therefore at said auction, John Avella the highest bidder at said auction having defaulted, Hossein Khalili the second highest bidder at said auction having defaulted; the third highest bidder having performed in accordance with the terms of said auction.

Postponed 5 times

auction date

auctioneer

Buyer

buyer was highest bidder? No

consideration/purchase amount

See Power of Attorney recorded herewith

need to hand search documents with bordering book+page/doc # if not listed

authority doc? yes

For signatory authority, see Delegation of Authority and Appointment recorded with the Suffolk County Registry of Deeds at Book 58527 Page 111

name

Jessica DaSilva, Esq., Employee, → title of affiant Authorized Signatory, Real Property of Orlans PC, successor by merger to Orlans Moran PLLC

book, page, registry

Return to: Orlans PC P.O. Box 5041 Troy, MI 48007 File Number: 14-019089/326/MISC

046-MA-V5

COMMONWEALTH OF MASSACHUSETTS

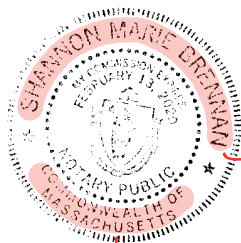
county of notarization

MIDDLESEX, SS

date of signature

On this 6th day of Dec., 2017, before me, the undersigned Notary Public, personally appeared Jessica DaSilva, Esq., Employee, Authorized Signatory, Real Property, of Orleans PC, successor by merger to Orleans Moran PLLC, 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 the document are truthful and accurate to the best of his/her knowledge and belief.

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



notary name

state of notarization

RE: 27 Maple Street, Spencer, MA 01562

Return to:
Orlans PC
P.O. Box 5041
Troy, MI 48007
File Number: 14-019089/326/MISC

046-MA-V5

advertisement attached? yes EXHIBIT "A"

ATTACHED TO AND FORMING A PART OF THE FORECLOSURE DEED FOR PROPERTY AT 27 Maple Street, Spencer, MA 01562

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Caroline J. Rellstab to Mortgage Electronic Registration Systems, Inc., as nominee for Union Capital Mortgage Business Trust, its successors and assigns, dated November 23, 2005 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 37871, Page 329 subsequently assigned to U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Trust 2006-WF3 by Mortgage Electronic Registration Systems, Inc. by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 43730, Page 37 and subsequently assigned to U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2006-WF3 by Mortgage Electronic Registration Systems, Inc., as nominee for Union Capital Mortgage Business Trust, its successors and assigns by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 53317, Page 148; of which Mortgage the undersigned is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 3:00 PM on

original mortgagee

"assigned" mentioned 2 times # assignor/assignee pairs? 2

February 3, 2017 at 27 Maple Street, Spencer, MA, all and singular the premises described in said Mortgage, to wit:

A certain parcel of land with the buildings thereon and all the privileges and appurtenances thereto belonging situated in Spencer on the east side of Maple Street and being shown on Plan of House Lot in Spencer dated April 23, 1946 by E.A. Chamberlin, said plan to be recorded herewith and being more particularly bounded and described as follows: Beginning at the most westerly corner of the parcel herein described on the easterly line of said Maple Street: Thence N. 40 degrees East by said easterly line of Maple Street eighty-one (81) feet to the point at a stone wall; Thence S. 82 degrees East by a stone wall and land of William Forest one hundred five (105) feet to a point at another stone wall; Thence Southwesterly by said wall one hundred (100) feet to a point; Thence N. 83 degrees West continuing by said wall and part of the way eighty (80) feet to the place of beginning. Being the same premises conveyed to the Mortgagor by Deed dated May 19,

2004 and recorded with the Worcester District Registry of Deeds in Book 33657, Page 253.

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, liens, attorney's fees and costs pursuant to M.G.L.Ch.183A, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

TERMS OF SALE:

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

U.S. Bank National Association, as Trustee for SASCO Mortgage Trust 2006-WF3 Present Holder of said Mortgage.

By its Attorneys,

ORLANS MORAN PLLC

PO Box 540540 Waltham, MA 02454 Phone: (781) 790-7800 14-019089

January 13, 2017

January 20, 2017

January 27, 2017

foreclosing law firm

auctioneer license number? N/A

RE: 27 Maple Street, Spencer, MA 01562

Return to: Orland PC P.O. Box 5041 Troy, MI 48007 File Number: 14-019089/326/MISC

ATTEST: WORC. Anthony J. Vigliotti, Register

Standard Mortgage with Riders

Book # Page #
Bk 16119 Pg 3 #72286
08-14-2006 @ 03:11p

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

address → address of the property under the mortgage
 (only need street #, street name, and town)
 Property Address: 49 MEMERY LANE
 LONGMEADOW, MASSACHUSETTS 01106

[Space Above This Line For Recording Data]

MIN # **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. *date of the mortgage document = start date → start date*

(B) "Borrower" is TERRI A. MAYES-KING AND ALTON KING, JR., WIFE AND HUSBAND
mortgagor(s) mortgagor 1 mortgagor 2

Paragraph C / MERS
 Borrower is the mortgagor under this Security Instrument.
 (C) "MERS" is Mortgage Electronic Registration Systems, Inc. *mortgagee* 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

Lender is a CALIFORNIA CORPORATION *description of lender (corp, california)* 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 *amount of mortgage* 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 *mature date end date = mature date*

(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: dmk atj

MASSACHUSETTS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS DocMagic 800-649-1362
 Form 3022 01/01 Page 1 of 13 www.docmagic.com

look for this banner at the bottom of the page
 fannie / freddie form? yes

(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]:

checkboxes checked? yes
any riders? yes

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 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 of HAMPDEN :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

registry of deeds
registry of deeds

Borrower Initials: DMK AKI

(extraneous pages skipped) ^ ^ ^ ^ ^

V V V V V

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.

TERRI A. MAYES-KING (Seal)
-Borrower

ALTON KING, JR. (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Peter G. Barrett
Peter G. Barrett
(Witness to both)

Witness:

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 Drivers 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

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.

Initial Interest rate

(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.

Initial change date

change rate: 1 (month)

(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: cms AKT

PayOption COFI ARM Rider

FE-5314 (0511)

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.

Initial change rate

highest rate

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.

Balloon payment rider (unknown amount)

substantial payment at end of life of loan

(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.

negative amortization? yes

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)

(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)

(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:

Interest only option? yes
Pick a pay? No

- (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

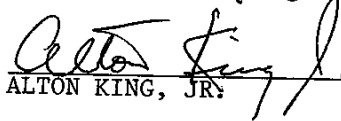
Borrower Initials: JMS AKJ
PayOption COFI ARM Rider
FE-5314 (0511)

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 -Borrower


ALTON KING, JR. -Borrower

-Borrower

-Borrower

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.

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

Additional Document Examples

The following documents are additional examples of Affidavits, Assignments of Mortgage, and two examples of full suites of foreclosure documents. These examples lack the additional green notes, but have important information highlighted and annotated in red.

Affidavits

The previous section containing documents with additional notes has an example of a 35B&35C Affidavit. This section contains examples of 35B, Pinti, and Eaton/Pinti Affidavits.

Some information about different types of affidavits:

- 35B: refers to Massachusetts General Law Chapter 244, Section 35B. Generally, the affiant swears that the requirements of 35B have been complied with, or that 35B is not applicable. 35B requires that a notice of the right to pursue a mortgage loan modification is sent to the borrower.
- 35C/Eaton/Note: refers to Massachusetts General Law Chapter 244, Section 35C. Generally, the affiant is swearing that the foreclosing mortgagee possesses the note or is the authorized agent of the holder of the note.
- Pinti: generally, states that the affiant swears that 1) the notice of default required under the terms of the foreclosure mortgage was sent by a specified time, or 2) that all notices were made in compliance with terms of the mortgage.
- 35B&35C: refers to Massachusetts General Law Chapter 244, Sections 35B and 35C. As listed above, 35B relates to the notice of the right of the borrower to pursue a mortgage loan modification. Likewise, 35C relates to the possession of the note by the foreclosing mortgagee.

For more detailed information, see: malegislature.gov

35B Affidavit

Bk: 53678 Pg: 242

Book # Page #



Bk: 53678 Pg: 242 Page: 1 of 1 05/05/2015 11:11 AM WD

AFFIDAVIT REGARDING COMPLIANCE WITH MGL c. 244 sec. 35B -> type: 35B

Property Address: 32-34 Edgewater Ave, Shrewsbury, MA 01545

address

Mortgage: Mortgage from Keith W. McKenzie and Paulette McKenzie to Option One Mortgage Corporation, a California Corporation, dated January 15, 2004 and recorded with the Worcester County (Worcester) Registry of Deeds at Book 32681, Page 225, assigned to HSBC Bank USA, National Association, as trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-OP1 Asset Backed Pass-Through Certificates by assignment recorded in said Registry of Deeds in Book 45773, Page 244.

registry

Foreclosing Mortgagee: HSBC Bank USA, National Association, as trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-OP1 Asset Backed Pass-Through Certificates -> mortgagee

Marjorie Timmerman

The undersigned, Marjorie Timmerman, having personal knowledge of the facts herein stated, under oath deposes and says as follows: -> affiant

- 1. I am: [] An officer or employee of Foreclosing Mortgagee, where I hold the office of [X] An officer or employee of a duly authorized agent of Foreclosing Mortgagee.

- 2. In my capacity as Contract Management Coordinator (title), I am familiar with the business records of Ocwen Loan Servicing, LLC as they relate to servicing of the Mortgage Loan which is the subject of this affidavit. Ocwen Loan Servicing, LLC's records are reliable because they are kept in the ordinary course of business by persons who have a business duty to make such records. The records are made at or near the occurrence of events so recorded. To the extent records related to the loan come from another entity, those records were received by Ocwen Loan Servicing, LLC in the ordinary course of its servicing business, have been incorporated into and maintained as part of Ocwen Loan Servicing, LLC's business records, and have been relied on by Ocwen Loan Servicing, LLC. It is the regular practice of Ocwen Loan Servicing, LLC in its mortgage servicing business to make and maintain these records. I have personal knowledge of the facts set forth in this affidavit based upon my review of Ocwen Loan Servicing, LLC's business records maintained in connection with the Mortgage and the related Mortgage loan account whose repayment the Mortgage secures. -> affiant organization is servicer? yes -> personal knowledge? talk to an advocate before answering

- 3. Based upon my review of the business records of Ocwen Loan Servicing, LLC, I certify that: [] The requirements of M.G.L. c.244 sec.35B have been complied with. [X] G.L. C244 Section 35B is not applicable to the above mortgage. -> claims loan offered? No (loan was not offered)

Signed under the pains and penalties of perjury this 24 day of April, 2015.

By: [Signature]

Name: Marjorie Timmerman

Title: Contract Management Coordinator -> affiant title

Ocwen Loan Servicing, LLC as servicer for HSBC Bank USA, National Association, as trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-OP1 Asset Backed Pass-Through Certificates -> affiant organization

lawyer cert? No affiant saw original? No authority doc? No

STATE OF Florida -> state of notarization

COUNTY Palm Beach -> county of notarization

On this 24th day of April, 2015, before me, the undersigned notary public, personally appeared Marjorie Timmerman, proved to me through satisfactory evidence of identification, which were Personally Known To Me, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



notary

Name: Holly Christian Notary Public My Commission Expires: 12/2/18

Worcester South District Registry of Deeds Electronically Recorded Document

This is the first page of the document – Do not remove

Recording Information

Document Number	: 85314
Document Type	: AFF
Recorded Date	: August 15, 2018
Recorded Time	: 12:04:31 PM
Recorded Book and Page	: 59260 / 327
Number of Pages(including cover sheet)	: 4
Receipt Number	: 1093348
Recording Fee	: \$75.00

registry ← Worcester South District Registry of Deeds
Anthony J. Vigliotti, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

↓
Book # ↓
Page #

**AFFIDAVIT OF COMPLIANCE WITH CONDITIONS
PRECEDENT TO ACCELERATION AND SALE**

type: Pinti ← "Pinti Affidavit"

→ address

Property Address: 127 Worcester Street, North Grafton (Grafton), Massachusetts 01536
Mortgagor: Robert W. Rezuke and Sharon L. Rezuke
Mortgage Information: Robert W. Rezuke and Sharon L. Rezuke to Mortgage Electronic Registration Systems, Inc. as nominee for Drew Mortgage Associates, Inc., dated November 15, 2002 recorded with the Worcester County (Worcester District) Registry of Deeds at Book 28155, Page 1

by assignment from Mortgage Electronic Registration Systems, Inc. to Chase Home Finance LLC dated March 10, 2008 and recorded with said registry on March 18, 2008 at Book 42572 Page 280 and by assignment from JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance LLC to MTGLQ Investors, LP dated August 18, 2017 and recorded with said registry on August 25, 2017 at Book 57633 Page 188

Foreclosing Mortgagee: MTGLQ Investors, LP → mortgagee

affiant ←

The undersigned, Diana L. Shaner, having personal knowledge of the facts herein stated, under oath deposes and says as follows:

1. I am an officer or employee of Rushmore Loan Management Services, LLC , a duly authorized agent of Foreclosing Mortgagee, where I hold the office or title of Assistant Secretary.

→ affiant organization is servicer? yes

Rushmore Loan Management Services, LLC is the current servicer of the above-referenced mortgage loan.

2. In the regular course of my job responsibilities, I am familiar with Rushmore Loan Management Services, LLC 's business processes and procedures and the methods by which Rushmore Loan Management Services, LLC 's business records are made and maintained. I have acquired personal knowledge of the information contained in this affidavit as a result of my review of Rushmore Loan Management Services, LLC 's business records pertaining to the above-referenced mortgage, which include data compilations, electronically imaged documents, and servicing and loan payment histories.

Personal knowledge?
talk to an advocate
before answering

affiant saw original? No
claims loan offered? No
mortgagee claims note? No } N/A to pinti

These records are reliable because they are made at or near the time of the activity and transactions reflected in the records, by or from information transmitted by persons with knowledge of the activity and transactions, and are kept in the course of Rushmore Loan Management Services, LLC 's regularly conducted business activities. To the extent records related to the loan come from another entity, those records have been integrated into and are now a part of Rushmore Loan Management Services, LLC 's business records maintained in the ordinary course, and have been relied on by Rushmore Loan Management Services, LLC . It is the regular practice of Rushmore Loan Management Services, LLC to make and maintain these records as part of its mortgage servicing obligations and operations.

3. Based upon my review of the business records of Rushmore Loan Management Services, LLC , I certify that prior to the date when the notices were mailed and published pursuant to M.G.L. Chapter 244, Section 14: [Check One]

- Notice(s) of Default to Mortgagor(s) has/have been given by the then holder of the note secured by said mortgage or its duly authorized agent in strict compliance with the terms and conditions precedent in the mortgage to acceleration and sale contained in the mortgage;
- Notice(s) of Default to Mortgagor(s) were not required to comply strictly with the notice requirements set forth in the mortgage because the notices were sent on or before July 17, 2015;
- The mortgage contains no notice requirements.

Signed under the pains and penalties of perjury this 25th day of July, 2018

authority doc? No

Affiant Signature: Diana L. Shaner

Print Name: Diana L. Shaner

Title: Assistant Secretary → title of affiant

Rushmore Loan Management Services, LLC → organization of affiant

[COMMONWEALTH/STATE] OF Texas

County of notarization ←

Dallas, SS

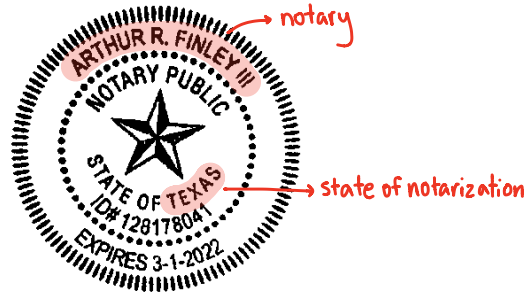
On this 25th day of July, 2018, before me, the undersigned notary public, personally appeared Diana L. Shaner (name of document signer), proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

Arthur R. Finley III

Notary Public **Arthur R. Finley III**

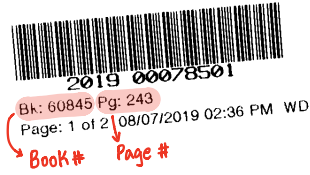
Print Name
My Commission Expires: 3-1-2022

lawyer cert? No



Eaton/Pinti Affidavit

Bk: 60845 Pg: 243



Type: Other
"Eaton/Pinti"

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

Property Address: 29 Nome Street, Worcester, Massachusetts 01605

↳ address

Mortgage: William N. Quartey and Doris M. Quartey to Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender, its successors and assigns dated October 21, 2005 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 37647, Page 248.

registry

Assigned to: Bank of New York, as Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2005-66, Mortgage Pass-Through Certificates, Series 2005-66 by assignment recorded in Said Registry of Deeds in Book 45236, Page 221.

Foreclosing Mortgage: 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 2005-66, Mortgage Pass-Through Certificates, Series 2005-66

mortgagee

Foreclosure Sale Date: June 18, 2019

affiant

The undersigned, Bertha Vanessa Acosta, having personal knowledge of the facts herein stated, under oath deposes and says as follows:

↳ personal knowledge? talk to an advocate before answering

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 2005-66, Mortgage Pass-Through Certificates, Series 2005-66, 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 2005-66, Mortgage Pass-Through Certificates, Series 2005-66 was

affiant organization is servicer? yes

mortgagee claims note? yes

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.

affiant saw original? No
lawyer cert? No

claims loan offered? No
(N/A to this type of affidavit)

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:
 - a. The Notice(s) was mailed to the Mortgagor(s) on August 22, 2016 and specified the default.
 - b. The Notice(s) specified the action required to cure the default.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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 16th day of July, 2019.

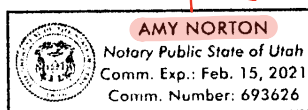
See Limited Power of Attorney recorded herewith
authority doc? yes, hand search needed

By: BVA
 Name: Bertha Vanessa Acosta
 Title: Document Control Officer → affiant title
Select Portfolio Servicing, Inc. → affiant organization
 Date: JUL 16 2019

STATE OF UTAH)
 COUNTY OF SALT LAKE) *Personally Known

Subscribed before me on this 16 day of July, in the year 2019 by Bertha Vanessa Acosta, 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.

Amy Norton
 Notary Public Amy Norton



Assignments

Following are three examples of “Assignment of Mortgage”s, with data of interest highlighted and annotated in red.

Note that all of the Assignments which are contained in this document are “Assignment of Mortgage”s. Other types of Assignments, such as “Assignment of Leases and Rents” and “Assignment of Bid” are different documents. As of May 2021, MAAPL’s database only records information from “Assignment of Mortgage” documents.

Assignments - Example 1

*** Electronic Recording ***

Doc#: 00037467 → page #

Bk: 42970 Pg: 139 Page: 1 of 1

Recorded: 04/24/2013 09:20 AM

ATTEST: John R. Buckley, Jr. Register

Plymouth County Registry of Deeds

Book #

↓
registry

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 0660175134



for value/
consideration?
yes

marked as
confirmatory? No **ASSIGNMENT OF MORTGAGE**

→ assignor 1

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA, 71203, (ASSIGNOR)**, by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)**.

→ assigning the mortgage? yes

with note? No
all beneficial interest? No

assignee 1

Said Mortgage bearing the date 10/08/2003, made and executed by: ELENICE S. UMANA AND FRANK L. UMANA as mortgagor(s) to WASHINGTON MUTUAL BANK, FA as mortgagee, said Mortgage was recorded in the Office of the Register of Titles and County Recorder for PLYMOUTH County, Massachusetts on 10/16/2003 in Mortgage Book 26809, Page 82, Document # 223969.

Property more commonly known as: 81 THORNEY LEA TERRACE, BROCKTON, MA 02301

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

beneficiary? N/A

This Assignment is intended to further memorialize the transfer that occurred by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. 51821 (d)(2)(G)(i)(II)

date signed

IN WITNESS WHEREOF, the said NATIONAL ASSOCIATION has caused these present to be executed in its name by its VICE PRESIDENT on 04/19/2013 (MM/DD/YYYY)
FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, its Attorney-in-Fact POA RECORDED: 09/20/2012 BK: 41974 PG:330
DOC#:201200089371

→ authority document

Signer name

By: Katherine Deutsch
Katherine Deutsch
VICE PRESIDENT

notary state and county

STATE OF LOUISIANA PARISH OF OUACHITA
On 04/19/2013 (MM/DD/YYYY), before me appeared Katherine Deutsch
to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

→ signer title, company

signer is attorney in fact? yes

notary name

Carolyn B Mahoney
Carolyn B Mahoney
Notary Public - State of LOUISIANA
Commission expires: Upon My Death



No Mortgage Broker was involved in the placing of this loan.
Mortgage Broker's Name:
Address: . .
License:

No Mortgage Loan Originator was involved in the placing of this loan.
Mortgage Loan Originator's Name:
Address: . .
License:

Instrument Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

JPCAS 20049413-6 WAMU CJ4888068ERP T1813040610 [C] FRMMA1_JPCAS3



The foregoing is a true copy from the
Plymouth County Registry of Deeds.

Book 42970 Page 139

Attest: John R Buckley Jr. RA104
Register

30

Redacted

Prepared By and Return To:
Heather Neal
Collateral Department
Meridian Asset Services, Inc.
780 94th Avenue N., Suite 102
St. Petersburg, FL 33702
(727) 497-4650

*** Electronic Recording ***
Doc#: 00033336
Bk: 46854 Pg: 41 Page: 1 of 3
Recorded: 04/27/2016 03:47 PM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

Book and page #

registry

Space above for Recorder's use



ASSIGNMENT OF MORTGAGE marked as confirmatory? No

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, ~~PREMIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP~~ → assignor 1 whose address is C/O PRETIUM MORTGAGE CREDIT MANAGEMENT, 120 SOUTH SIXTH STREET, #2100, MINNEAPOLIS, MN 55402, (ASSIGNOR), does hereby grant, assign and transfer to ~~WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST~~ → assignee 1 whose address is C/O PRETIUM MORTGAGE CREDIT MANAGEMENT, 120 SOUTH SIXTH STREET, #2100, MINNEAPOLIS, MN 55402, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. ↪ with note? yes all beneficial interest? yes

assigning the mortgage? yes

Date of Mortgage: 10/8/2003
Original Loan Amount: \$248,000.00
Executed by (Borrower(s)): ELENICE S. UMANA
Original Lender: WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION
Filed of Record: In Book/Liber/Volume 26809, Page 82-103,
Document/Instrument No: 223969 in the Office of County Recorder of PLYMOUTH County, MA, Recorded on 10/16/2003.

beneficiary? N/A

Legal Description: SEE EXHIBIT "A" ATTACHED
Property more commonly described as: 81 THORNEY LEA TERRACE, BROCKTON, MASSACHUSETTS 02301

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

date signed

authority doc?

Date: 3/21/16

No
signer company

PREMIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP

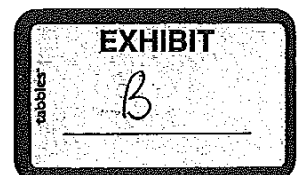
signer

By: STEVE ALLISON
Title: AUTHORIZED SIGNATORY

title

signer is attorney in fact? No

Witness Name: Rachel Olson



RA30

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of MINNESOTA → notary state
County of HENNEPIN → notary county

On 3.21.16, before me, THU VAN WITTMANN, a Notary Public, personally appeared STEVE ALLISON, AUTHORIZED SIGNATORY of/for PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, L.P, personally known to me, or 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 MINNESOTA that the foregoing paragraph is true and correct. I further certify STEVE ALLISON, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

Thu Van Wittmann

(Notary Name): THU VAN WITTMANN → notary
My commission expires: 1/31/2018



Assignments - Example 3

Bk: 44552 Pg: 143

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

Loan No 660175134A
Reference Loan No 23105899



2014 00050750
Bk: 44552 Pg: 143 Page: 1 of 1
Recorded: 07/22/2014 11:30 AM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

Book and page #

registry

marked as confirmatory? No **ASSIGNMENT OF MORTGAGE**

value/consideration? yes

all beneficial interest? No

with note? No

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments. **assignor 1**
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA, 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **NRZ PASS-THROUGH TRUST IV, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, WHOSE ADDRESS IS 60 LIVINGSTON AVENUE, ST. PAUL, MN 55107, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).** **assignee 1**
assigning the mortgage? No

Said Mortgage bearing the date 10/08/2003, made and executed by ELENICE S. UMANA AND FRANK L. UMANA, mortgagor(s), to WASHINGTON MUTUAL BANK, FA, mortgagee, and was recorded in the Office of the Register of Titles and County Recorder for PLYMOUTH County, Massachusetts, in Book 26809, Page 82 and Instrument # 223969.

Property is commonly known as: 81 THORNEY LEA TERRACE, BROCKTON, MA 02301.

IN WITNESS WHEREOF, the said corporation has caused these present to be executed in its-name by its **signer title** Vice President on 06/27/2014 (MM/DD/YYYY). **date signed**
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION **beneficiary? N/A**

By: Judy G Jackson
signer Judy G Jackson
Vice President

authority doc? No
signer is attorney in fact? No

notary state and county

STATE OF LOUISIANA PARISH OF OUACHITA
On 06/27/2014 (MM/DD/YYYY), before me appeared Judy G Jackson, to me personally known, who did say that he/she/they is/are the Vice President of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Eva Reese
EVA REESE
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

notary
EVA REESE
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 17070

No Mortgage Broker was involved in the placing of this loan.
Mortgage Broker's Name:
Address: , ,
License:

No Mortgage Loan Originator was involved in the placing of this loan.
Mortgage Loan Originator's Name:
Address: , ,
License:

Instrument Prepared By: Judy G Jackson JPMorgan Chase Bank, N.A., 780 Kansas Lane, Suite A, Monroe, LA, 71203

JPCAR 24063278 *C* -- NPL9 T2514062908 [C-1] FRMMA1



D0006554098

Full Document Suites

Following are two examples of abbreviated foreclosure document suites. Each suite includes examples of: Complaint/Notice, Power of Attorney, Affidavit, Certificate of Entry, Assignments, Foreclosure Deed with Affidavit of Sale and Advertisement, and Mortgage documents. While these two document suites are not in a standard form, they are additional examples of the order that registries may receive documents in. Each suite is also associated with one foreclosure case, so they show the relationships between foreclosure documents.

Foreclosure Suite 1

SO. ESSEX #269 Bk:39605 Pg:195
03/04/2021 12:48 PM COMPLA Pg 1/2
eRecorded
registry Book # Page #

LAND COURT FILED
19 FEB 27 AM 10:38
date filed (stamped)

February 14, 2019
Date
LET JUDGMENT ISSUE:
Gordon H. Piper, Chief Justice

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

19 SM 001151
case number

Suffolk, ss.

SM

claimed mortgagee

U.S. Bank National Association, as Trustee for
Citigroup Mortgage Loan Trust Inc. Mortgage Pass-
Through Certificates Series 2004-NCM1,
Plaintiff

COMPLAINT TO DETERMINE
MILITARY STATUS

v.

Felipe Araya Individually and as Personal Representative
of the Estate of Maria Elena Rojas
Defendant

Interest in a/the mortgage? yes

(original mortgagee,
NOT Current)

- Your Plaintiff has an interest in a mortgage with the statutory power of sale given by Maria Rojas to National City Mortgage Co., dated March 31, 2004, recorded or filed at Essex County (Southern District) Registry of Deeds in Book 22618, Page 230, covering 73 O'Callaghan Way, Lynn, and more particularly described in said mortgage.
address
- No Defendant(s) is/are in the military service within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (et seq)
- The Plaintiff alleges on information and belief that the Defendant(s) is/are the only person(s) holding the equity of redemption of the property covered by the mortgage described in Paragraph 1 of this Complaint so far as appears of record in the said Registry of Deeds and as known to your plaintiff.
- The holder of the mortgage seeks to proceed with the foreclosure of said mortgage described in Paragraph 1 to protect its interest as secured thereby for breach of the conditions thereof and desires to comply with the provisions of the Servicemembers Civil Relief Act

Wherefore your plaintiff prays:

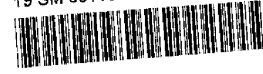
- For an order of notice ordering the Defendant(s) to appear and answer this complaint if Defendant(s) is/are now, or recently have been, in the active military service and claim the benefits of the Servicemembers Civil Relief Act.
- For a judgment declaring that the Defendant(s) is/are not entitled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

gph
ATTORNEY FOR THE PLAINTIFF
BBO. # 693868
Date: 2-20-19

Abigail Chmielecki, Esq. - BBO# 693868
Orlans PC
P.O. Box 540540
Waltham, MA 02454
(781) 790-7803

19 SM 001151

From the Office of:



Orlans PC

PO Box 540540

Waltham, MA 02454

Telephone No. (with extension): (781) 790-7800

Office File no. (If Available): 18-016014

LAND COURT USE ONLY

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

ORDERED and **ADJUDGED** that the Defendant is/are not entitled to the benefits of the Servicemembers Civil Relief Act, as of December 15, 2016 the date of the allowance of Plaintiff's motion for judgment.

By the Court().

Attest:

(SEAL)

Deborah J. Patterson
Deborah J. Patterson,
Recorder

^ TRUE COPY
ATTEST:

Deborah J. Patterson
RECORDER

first four pages probably have address - use same as in previous associated (complaint) doc

SO. ESSEX #270 Bk:39605 Pg:197
03/04/2021 12:48 PM POW Pg 1/8
eRecorded
registry BOOK # Page #

Document drafted by and
RECORDING REQUESTED BY:
Shellpoint Mortgage Servicing
55 Beattie Place, Ste 110
Greenville, SC 29601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

grantor 1

The trusts identified on the attached Schedule A (the "Trusts"), by and through **U.S. Bank National Association**, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints **NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing ("Servicer")**, and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to **Schedule A** attached hereto.

grantee 1

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an

obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.

3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

- 11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, under the applicable servicing agreements for the Trusts listed on Schedule A, attached.
- 12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Delaware Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

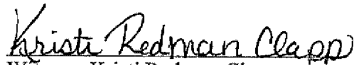
Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above.


In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.

Witness my hand and seal this 2nd day of July, 2019. → date of signature

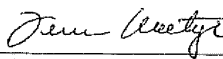
NO CORPORATE SEAL

On Behalf of the Trusts, by
U.S. Bank National Association, as Trustee


Witness: Kristi Redman Clapp

By: 
John L. Linssen, Vice President


Witness: Eneida Murillo

By: 
Timothy G. Matyi, Vice President


Attest: Alex E. Fuentes, Trust Officer

File Number: 2020-00003543 Seq: 7

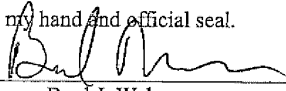
CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 2nd day of July, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John L. Linssen, Timothy G. Matyi, and Alex E. Fuentes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Vice President, and Trust Officer, respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: 
Brad J. Weber



My commission expires: 1/31/2024

File Number: 2020-00003543 Seq: 8

Schedule A

U.S. Bank, National Association, as Trustee for Ameriquest Mortgage Securities Inc., Floating Rate Mortgage Pass-Through Certificates, Series 2001-2
U.S. Bank National Association as Trustee for RFMSI 2004-PS1
U.S. Bank National Association as Trustee for RFMSI 2006-S6
U.S. Bank N.A., as Trustee for the benefit of the registered holders of the Mortgage-Backed Pass-Through Certificates, Series 2002-AR25
U.S. Bank N.A., as Trustee for the registered holders of Asset Backed Certificates, Series 2005-HE4
U.S. Bank N.A., as Trustee for the registered holders of Mortgage-Backed Pass-Through Certificates, Series 2002-AR28
U.S. Bank N.A., as Trustee for the registered holders of Mortgage-Backed Pass-Through Certificates, Series 2003-AR15
U.S. Bank N.A., as Trustee for the registered holders of Mortgage-Backed Pass-Through Certificates, Series 2003-AR18
U.S. Bank N.A., in its capacity as Trustee for Morgan Stanley Dean Witter Capital I Inc. Trust 2001-NC4, Mortgage Pass-Through Certificates, Series 2001-NC4
U.S. Bank N.A., in its capacity as Trustee for the holders of Morgan Stanley Dean Witter Capital I Inc. Trust 2002-HE1 Mortgage Pass-Through Certificates, Series 2002-HE1
U.S. Bank N.A., in its capacity as Trustee for CSFB Home Equity Pass-Through Certificates, Series 2004-AA1 Trust, CSFB Home Equity Pass-Through Certificates, Series 2004-AA1
U.S. Bank N.A., in its capacity as Trustee for CSFB Home Equity Pass-Through Certificates, Series 2005-FIX1 Trust, CSFB Home Equity Pass-Through Certificates, Series 2005-FIX1
U.S. Bank N.A., in its capacity as Trustee for the benefit of the Certificateholders of Home Equity Mortgage Trust Series 2006-5 and the registered holders of Home Equity Mortgage Pass-Through Certificates, Series 2006-5
U.S. BANK NATIONAL ASSOCIATION as Trustee for the registered holders of ABFC 2007-WMC1 Trust Asset Backed Funding Corporation Asset Backed Certificates, Series 2007-WMC1
U.S. Bank National Association as trustee, for the registered holders of CSMC Asset-Backed Trust 2007-NC1 OSI, CSMC Asset-Backed Pass-Through Certificates, Series 2007-NC1 OSI
U.S. Bank National Association as Trustee, successor in interest to Wachovia Bank, N.A. as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Pass-Through Certificates, Series 2005-A6
U.S. Bank National Association, as Indenture Trustee for Bayview Financial Asset Trust 2008-A
U.S. Bank National Association, as Indenture Trustee for SASCO Mortgage Loan Trust 2004-GEL2 Mortgage Backed Notes, Series 2004-GEL2
U.S. Bank National Association, as successor in interest to Bank of America National Association, successor by merger to LaSalle Bank National Association, as Indenture Trustee for Terwin Mortgage Trust 2004-EQR1
U.S. Bank National Association, as successor in interest to Bank of America National Association, successor by merger to LaSalle Bank National Association, as Trustee for Ownit Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-3
U.S. Bank National Association, as successor in interest to Bank of America National Association, successor by merger to LaSalle Bank National Association, as Trustee for Ownit Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-4

File Number: 2020-00003543 Seq: 9

(etc.)

AAAAAAAA

1111111

STATE OF IOWA, COUNTY OF BLACKHAWK, SS:
I, Sandie L. Smith, Recorder of said County, hereby
certify that this is a true copy of the official document
as recorded in the Recorder's Office in Book and
Page or Document No. 2020-00003543
Sandie L. Smith, County Recorder

8-28-19 Sandie L. Smith
(DATE) (Recorder)

Doc ID: 00968890012 Type: GEN
Recorded: 08/26/2019 at 10:07:17 AM
Fee Amt: \$62.00 Page 1 of 12
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File # **2020-00003543**

address: use same as previous document or hand
search documents with bordering book + page or
document number (73 O'Callaghan Way, Lynn)

SO ESSEX #271 Bk:39605 Pg:205
03/04/2021 12:48 PM POW Pg 1/3
eRecorded
→ registry → BOOK # → Page #

* Document drafted by and
After Recording Return Document To:
PHH Mortgage Corporation
5720 Premier Park Dr Bldg 3
West Palm Beach, FL 33407
Attn: Record Services

4614

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the authority granted under that certain limited power of attorney attached as Exhibit A (the "Limited POA"), NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing (the "Company"), in its capacity as Servicer, having a place of business at 75 Beattie Place, Suite 300, Greenville, SC 29601, does hereby further constitute and appoint PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC, a Delaware limited liability company ("PHH Mortgage"), having an office at 1661 Worthington Rd, Ste. 100, West Palm Beach, FL 33409, by and through its officers, its true and lawful Attorney-in-Fact, in its name, place and stead and for its benefit, in connection with the Subservicing Agreement, dated as of August 17, 2018, by and between New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing and Ocwen Loan Servicing, LLC, ("Agreement").

→ grantor 1

→ grantee 1

125c

Pursuant to the authority granted under the Limited POA, the Company hereby further grants its authority and power to execute any and all such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do under the Limited POA, and hereby does ratify and confirm all that PHH Mortgage shall lawfully do or cause to be done by authority hereof. The undersigned also grants unto said Attorney-in-fact, subject to the foregoing limitations, the full power and authority to correct minor ambiguities and errors in documents necessary to effect the above, for the purpose of performing all acts and executing all documents in the name of the Company necessary and incidental to the servicing of said loans, including but not limited to:

1. Foreclosing delinquent loans or discontinuing such foreclosure proceedings, including, but not limited to, the execution of notices of default, notices of sale, assignments of bids, and assignments of deficiency judgments, and appearing in the prosecuting bankruptcy proceedings;
2. Selling, transferring or otherwise disposing of real property acquired through foreclosure or otherwise, including, but not limited to, executing all contracts, agreements, deeds, assignments or other instruments necessary to effect such sale, transfer or disposition, and

U.S. Bank (PHH merger)

✓ 62

(62)

File Number: 2020-00003543 Seq: 1/2

2. receiving proceeds and endorsing checks made payable to the order of the Company from such proceedings;
3. Facilitation of an eviction according to the state law of occupants for properties;
4. Preparing, executing, and delivering satisfactions, cancellations, discharges, lost note instruments, or full or partial releases of lien, subordination agreements, modification agreements, assumption agreements, substitutions of trustees under deeds of trust, and UCC-3 Continuation Statements;
5. Endorsing promissory notes and executing assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes in connection with loans for which PHH Mortgage has received full payment of all outstanding amounts due on behalf of the Company;
6. Endorsing insurance proceeds checks and mortgage payment checks to the order of the Company; and
7. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans in accordance with the Agreement.

The Company further grants to PHH Mortgage full power and authority to do and perform all acts necessary for PHH Mortgage to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the Company might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that PHH Mortgage shall lawfully do by virtue of the powers and authority granted and contemplated hereby, and all that PHH Mortgage has previously done pursuant to or in connection with the Servicing Agreement or any Limited Power of Attorney previously granted by the Company to PHH Mortgage. This Limited Power of Attorney shall be in full force and effect as of July 11, 2019 until revoked or terminated by the Company.

Nothing herein shall give the attorney-in-fact hereunder the right or power to negotiate or settle any suit, counterclaim or action against the Company. The Company shall have no obligation to inspect or review any agreement or other document or item executed by the attorney-in-fact hereunder on behalf of the Company pursuant to this Limited Power of Attorney and as such, the attorney-in-fact hereunder expressly acknowledges that the Company is relying upon such attorney-in-fact to undertake any and all necessary procedures to confirm the accuracy of any such agreement, document or other item.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney has not been revoked by the Company, unless a revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless such third party has received actual written notice of a revocation.

U.S. Bank (PHH merger)

File Number: 2020-00003543 Seq: 2

NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a
Shellpoint Mortgage Servicing (Company)

By: Meredith Prickett

Name: Meredith Prickett

Title: Assistant Secretary

Date: July 11, 2019 → date of signature

Witness: Kayla Gooding
Kayla Gooding

Witness: Eve Memmer
Eve Memmer

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

On this 11 day of July in the year 2019 before me, the undersigned, personally appeared Meredith Prickett, personally known to me to be the person who executed the within instrument as Assistant Secretary, on behalf of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, and he acknowledged that said instrument is the act and deed of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, and that he, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Sworn to (or affirmed) and subscribed before me this 11 day of July, 2019.

Official Seal



Julius Drayton

Julius Drayton, Notary Public

Greenville County, South Carolina

My commission expires: 1/31/2027

U.S. Bank (PHH merger)

File Number: 2020-00003543 Seq: 3



SO ESSEX #272 Bk:39605 Pg:208
03/04/2021 12:48 PM AFFT NOTE Pg 1/2
eRecorded

type? Eaton/35C

registry BOOK # Page #

**AFFIDAVIT REGARDING NOTE SECURED
BY MORTGAGE BEING FORECLOSED**

Property Address: 73 O'Callaghan Way, Lynn, MA 01905

Mortgage from Maria Rojas to National City Mortgage Co. dated March 31, 2004 ("Mortgage") and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230, assigned to Ocwen Loan Servicing, LLC by assignment recorded in Said Registry of Deeds at Book 32691, Page 532, assigned to U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCMI by assignment recorded in Said Registry of Deeds at Book 37147, Page 424

Foreclosing Mortgagee: U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCMI

→ mortgagee w/note

Karen P. Peterkin

The undersigned, Karen P. Peterkin, having personal knowledge of the facts herein stated, under oath deposes and says as follows:

1. I am: [Check One]
 An officer or employee of *Foreclosing Mortgagee*, where I hold the office of _____
 An officer or employee of a duly authorized agent of *Foreclosing Mortgagee*.

2. In my capacity as Contract Management Coordinator (title), I am familiar with the business records of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC as they relate to the servicing of the Mortgage Loan which is the subject of this affidavit. PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's records are reliable because they are kept in the ordinary course of business by persons who have a business duty to make such records. The records are made at or near the occurrence of events so recorded. To the extent records related to the loan come from another entity, those records were received by PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC in the ordinary course of its servicing business, have been incorporated into and maintained as part of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's business records, and have been relied on by PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC. It is the regular practice of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC in its mortgage servicing business to make and maintain these records. I have personal knowledge of the facts set forth in this affidavit based upon my review of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's business records maintained in connection with the Mortgage and the related Mortgage loan account whose repayment the Mortgage secures.

→ affiant's organization/employer

affiant's org is servicer? yes

Personal Knowledge?
talk to an advocate
before answering

Property Address: 73 O'Callaghan Way, Lynn, MA 01905

address ←

affiant saw original? No

claims loan offered? No
(N/A to Eaton/35C)

mortgagee claims note? yes

authority doc? yes,
need to hand search

lawyer cert? No

state and county
of notarization

3. Based upon my review of the business records of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC, I certify that as of the dates when Notices of Sale relating to the mortgage at issue were mailed and published, pursuant to M.G.L. Chapter 244, Section 14, up to and including the Foreclosure Sale Date. Foreclosing Mortgagee was: [Check One]
 the holder of the promissory note secured by the above mortgage.
 authorized by the owner of the promissory note secured by the above mortgage to conduct the foreclosure sale.

Signed under the pains and penalties of perjury this 13 day of January, 2020. → date signed

See Limited Power of Attorney recorded herewith

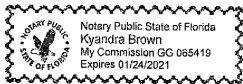
U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1 By its attorney in fact NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing By its attorney-in-fact PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC

By: Karen P. Peterkin → name of affiant

Title: Contract Management Coordinator → title of affiant

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13th day of January, 2020, by Karen P. Peterkin (name of person making this statement).



Kyandra Brown
(Signature of Notary Public)
Notary Public – State of Florida

Kyandra Brown → notary name
(Printed, Typed, or Stamped Name of Notary)

(seal)

Personally Known
 Produced Identification Type of Identification Produced: n/a



SO ESSEX #273 Bk:39605 Pg:210
03/04/2021 12:48 PM AFFT Pg 1/2
eRecorded

type:pinti ←

registry

BOOK #

Page #

**AFFIDAVIT OF COMPLIANCE WITH MORTGAGE NOTICE
PROVISIONS AND
CONDITIONS PRECEDENT TO ACCELERATION AND SALE**
"Pinti Affidavit"

Property Address: 73 O'Callaghan Way, Lynn, MA 01905

↳ address

Mortgage from Maria Rojas to National City Mortgage Co. dated March 31, 2004 ("Mortgage") and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230, assigned to Ocwen Loan Servicing, LLC by assignment recorded in Said Registry of Deeds at Book 32691, Page 532, assigned to U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1 by assignment recorded in Said Registry of Deeds at Book 37147, Page 424

→ mortgage

Foreclosing Mortgagee: U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1

The undersigned, Karen P. Peterkin, having personal knowledge of the facts herein stated, under oath deposes and says as follows:

Property Address: 73 O'Callaghan Way, Lynn, MA 01905

1. I am: [Check One]

An officer or employee of Foreclosing Mortgagee, where I hold the office or title of _____.

→ affiant's organization

An officer or employee of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC, a duly authorized agent of Foreclosing Mortgagee, where I hold the office or title of Contract Management Coordinator.

2. In the regular course of my job responsibilities, I am familiar with PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's business processes and procedures and the methods by which PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's business records are made and maintained. I have acquired personal knowledge of the information contained in this affidavit as a result of my review of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's business records pertaining to the above-referenced mortgage, which include data compilations, electronically imaged documents, and servicing and loan payment histories. These records are reliable because they are made at or near the time of the activity and transactions reflected in the records, by or from information transmitted by persons with knowledge of the activity and transactions, and are kept in the course of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's regularly conducted business activities. To the extent records related to the loan come from another entity, those records have been integrated into and are now a part of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's business records maintained in the ordinary course, and have been relied on by PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's. It is the regular practice of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's to make and maintain these records as part of its mortgage servicing obligations and operations.

affiant's org is servicer? yes

affiant saw original? No

Personal Knowledge?
talk to an advocate
before answering

mortgagee claims note? No
claims loan offered? No } N/A to pinti

Property Address: 73 O'Callaghan Way, Lynn, MA 01905

3. Based upon my review of the business records of PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's, I certify that: [Check One]

[] Notice(s) of Default to Mortgagor(s) was/were sent on or before July 17, 2015.

[X] The content of the Notice(s) of Default to Mortgagor(s) is in strict compliance with the notice provisions set forth in the subject mortgage.

Signed under the pains and penalties of perjury this 13 day of Jan, 2020 → date signed

U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1 By its attorney in fact NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing By its attorney-in-fact PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC

See Limited Power of Attorney recorded herewith

authority document referenced? yes, need to hand search

Affiant Signature: 

Print Name: Karen P. Peterkin → name of affiant

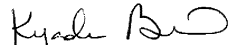
Title: Contract Management Coordinator → title of affiant

lawyer cert? No

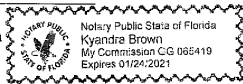
state and county of notarization

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 13th day of January, 2020, by Karen P. Peterkin (name of person making this statement).


(Signature of Notary Public)
Notary Public - State of Florida

notary name ← Kyandra Brown



(Printed, Typed, or Stamped Name of Notary)

(seal)

Personally Known
 Produced Identification Type of Identification Produced: n/a



SO ESSEX #274 Bk:39605 Pg:212
03/04/2021 12:48 PM / POW Pg 1/2
eRecorded

registry Book # Page #

POWER OF ATTORNEY

grantor 1

grantee 1

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCMI, with an address of c/o PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 does hereby constitute and appoint Orlans PC, with an address of PO Box 540540, Waltham, MA 02454, and each of its officers, directors, employees, agents and/or assigns, its true and lawful attorney-in-fact for it and in its name, place and stead, (the "Law Firm") (1) to take any and all steps which are customary and reasonably necessary to the commencement and completion of judicial and nonjudicial foreclosure proceedings, including making peaceable and unopposed entry on the premises described in the mortgage, for the purposes of foreclosing the mortgage, bidding on its behalf at the foreclosure sale and executing a Memorandum of Sale in connection therewith; (2) to make, execute, acknowledge and deliver all contracts, orders, assignments of bid, foreclosure deed(s) and affidavit(s), proofs of claim and court pleadings; (3) to convey the property described in such mortgage, including executing, acknowledging and delivering the deed and any other instrument or document customary and reasonably necessary to accomplish such conveyance and (4) to make, execute, acknowledge and deliver any other certificates, writings, assurances and other instruments, including receiving and endorsing any checks on its behalf which may be required in connection with any of the foregoing.

The rights, powers and authority of said attorney-in-fact herein granted shall commence and be in full force and effect as the date hereof until the filing at the Registry District of the Land Court or the recording with the Registry of Deeds in which the Power of Attorney is filed or recorded as applicable of a revocation of authority under this Power of Attorney relative to the Law Firm, while hereby ratifying and confirming any and all of the enumerated actions herein, taken by the Law Firm prior to the date hereof. Any party dealing in good faith with the Law Firm shall be entitled to rely upon a photostatic copy of this instrument and upon the statement or certificate of the Law Firm that this Power of Attorney is still in force and effect, has not been revoked and that the party acting hereunder as an officer, director, employee, agent or assignee of the Law Firm has been duly authorized by the undersigned and by the Law Firm. No party dealing with the Law Firm shall be required to look to the application of anything paid or transferred to it nor shall any person dealing with the Law Firm be required to determine the existence of any facts justifying the exercise by the Law Firm of the authority granted pursuant hereto.

address

RE: 73 O'Callaghan Way, Lynn, MA 01905

Mortgage from Maria Rojas to National City Mortgage Co. dated March 31, 2004 ("Mortgage") and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230 for property located at: 73 O'Callaghan Way, Lynn, MA 01905

IN WITNESS WHEREOF, the said U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, By its attorney in fact NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing By its attorney-in-fact PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC, aforesaid has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Carrie Priebe Credit Management Coordinator thereunto duly authorized, this 13 day of JAN., 2020. → date of signature

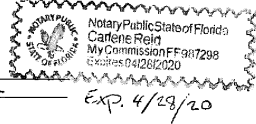
reference to authority doc? yes, need to hand search

See Limited Power of Attorney recorded herewith U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1 By its attorney in fact NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing By its attorney-in-fact PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC
 By: [Signature]
 Name: Carrie Priebe
 Title: Credit Management Coordinator

RE: 73 O'Callaghan Way, Lynn, MA 01905

STATE OF Florida
 COUNTY OF Palm Beach
 The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of JAN., 2020, by Carrie Priebe as Credit Management Coordinator for PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC as attorney-in-fact for NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing attorney in fact for U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, who is personally known to me or who has produced _____ as identification.

[Signature]
 Signature of Notary Public
 Name of Notary Public: Carlene Reid
 Notary Commission Expiration Date: _____
 Personally known:
 OR Produced Identification: _____
 Type of Identification Produced: _____



Mortgagor: Maria Rojas
 Property Address: 73 O'Callaghan Way, Lynn, MA 01905
 File Number: 18-016014
 Return to:
 Orleans PC
 P.O. Box 5041
 Troy, MI 48007

18-016014/189/POWOA_DR



SO ESSEX #275 Bk:39605 Pg:214
03/04/2021 12:48 PM APPT Pg 1/1
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registry Book # Page #

(= power of attorney)

CERTIFICATE OF APPOINTMENT

grantor 1 ← Orlans PC, acting under a Power of Attorney for U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, hereby constitutes and appoints John McMillan, as its agent for it and in its name, place and stead to make entry upon the premises located at 73 → grantee 1

Address ← O'Callaghan Way, Lynn, MA 01905, covered by a Mortgage from Maria Rojas to National City Mortgage Co. dated March 31, 2004 ("Mortgage") and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230 for the purposes of foreclosing said mortgage for breach of the conditions thereof. Further, Orlans PC, hereby ratifies and confirms any and all of the actions taken by the appointee prior to the date hereof.

Executed as a sealed instrument as of this 7th day of February, 2021 → date signed

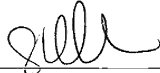
reference to authority doc? yes, need to hand search

RE: 73 O'Callaghan Way, Lynn, MA 01905

See Power of Attorney recorded herewith

Orlans PC

For signatory authority, see Delegation of Authority and Appointment recorded with the Plymouth County Registry of Deeds at Book 50814 Page 157

By: 
Abigail Chmielecki, Esq., Employee,
Authorized Signatory, Real Property

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this 7th day of February, 2021, before me, the undersigned Notary Public, personally appeared Abigail Chmielecki, Esq., Employee Authorized Signatory, Real Property of Orlans PC, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she executed the same for its stated purpose as the free act and deed of Orlans PC.




Notary Public
My Commission Expires: 2/13/20

Return to:
Orlans PC
P.O. Box 5041
Troy, MI 48007
File Number: 189/18-016014/FORD_DR

CERTIFICATE OF ENTRY

registry

SO ESSEX #276 Bk:39605 Pg:215
03/04/2021 12:48 PM / POSN Pg 1/1
eRecorded

date recorded

BOOK #

Page #

We hereby certify that on the 30th day of December, Two Thousand Nineteen, → date of entry

we were present and saw John McMillan
Print Name Here → bank rep

an agent of Orlans PC

duly authorized by

bank/lender ← U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust
Inc. Mortgage Pass-Through Certificates Series 2004-NCM1
the present holder of certain mortgage given by

Maria Rojas

to National City Mortgage Co.

Book and page # of original mortgage

dated March 31, 2004 and recorded with the Essex County (Southern District)
Registry of Deeds at Book 22618, Page 230 make an open, peaceable and
unopposed entry on the premises, described in said mortgage for the purpose, then
declared, of foreclosing said mortgage for breach of conditions thereof.

address

RE: 73 O'Callaghan Way, Lynn, MA 01905

Signed [Signature]
Printed Richard Damiano
Witness 1

Signed [Signature]
Printed Samuel Roman
Witness 2

Commonwealth of Massachusetts

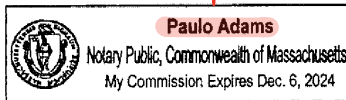
Essex, ss

December 30, 2019

On this 30th day of December, 2019, before me, the undersigned
Notary Public, personally appeared Richard Damiano and Samuel Roman,
witness 2 ← proved to me through the satisfactory evidence of identification, which was Drivers licenses,
witness 1 → to be the person(s) whose name(s) is on the preceding or attached document, and who
swore or affirmed to me that the contents of the document are truthful and
accurate to the best of their knowledge and belief.

[Signature]
Official Signature and Seal of Notary
Paulo Adams
Print Name

notary



registry

SO ESSEX #277 Bk:39605 Pg:216
03/04/2021 12:48 PM ASGT Pg 1/2
eRecorded

BOOK #

PAGE #

confirmatory assignment ? No

ASSIGNMENT OF BID ≠ assignment of mortgage

Brookline, MA

January 31, 2020

for value/consideration? yes

assignor

For good and valuable consideration, Samuel Roman, hereby assigns my bid and all rights, title and interest in and to and under a Memorandum of Sale of Real Property by Auctioneer, dated December 30, 2019 in connection with premises situated at 73 O'Callaghan Way, Lynn, MA, which is the subject of a mortgage to National City Mortgage Co., recorded April 5, 2004 in the Essex South Registry of Deeds Book 22618, Page 230 as assigned to Ocwen and US Bank NA, of record in said Registry in Book 32691, Page 532 and Book 37417, Page 424, respectively, the present holder of a mortgage from Maria Rojas, as the same may be amended or assigned of record, to

assignee 2

assignee 1 ← Ever Zavala and Jose Argueta, as Tenants in Common
73 O'Callaghan Way, Lynn, MA

This Assignment is made without recourse, and subject to all terms and conditions contained in the said Memorandum of Sale, and Additional Terms, and Notices of Mortgagee's Sale of Real Estate.

Witness my signature this 31st day of January 2020

ref to authority doc? no

Samuel Roman

By Samuel Roman

↳ name of party who signed
title: N/A

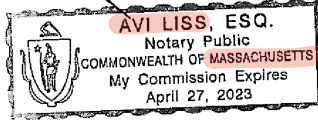
Commonwealth of Massachusetts

Norfolk SS.

January 31, 2020 → date signed

On this 31st day of January 2020, before me, the undersigned notary public, personally appeared Samuel Roman, who proved to me through satisfactory evidence of identification, which was a MA ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature] (Affix Seal)
Notary Signature
My commission expires: 4.27.23



→ notary
→ state of notarization

registry

SO ESSEX #278 Bk:39605 Pg:218
 03/04/2021 12:48 PM DPO Pg 1/3
 eRecorded

MASSACHUSETTS EXCISE TAX
 Southern Essex District ROP
 Date: 03/04/2021 12:48 PM
 ID: 1433922 Doc# 20210304002780
 Fee: \$1,409.04 Cons: \$309,000.00

Page #

Book #

FORECLOSURE DEED

current holder of mortgage

mortgagor

amount of mortgage paid? yes

Purchasers

original mortgagee

U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, with an address of c/o PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, the present holder of a Mortgage from Maria Rojas to National City Mortgage Co. dated March 31, 2004 ("Mortgage") and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230 by the power conferred by said mortgage and by every other power, for THREE HUNDRED NINE THOUSAND DOLLARS AND 00/100 (\$309,000.00) paid, grants to Ever Zavala and Jose Argueta, as Tenants in Common, with an address of 73 O'Callaghan Way, Lynn, MA 01904, the premises conveyed by said mortgage.

Executed as a sealed instrument this 7th day of February, 2020.

See Power of Attorney recorded herewith

reference to authority doc? yes, need to hand search

For signatory authority, see Delegation of Authority and Appointment recorded with the Plymouth County Registry of Deeds at Book 50814 Page 157

U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1
 By Orlans PC, Its Attorney in-Fact
 By: [Signature]
 Abigail Chmielecki, Esq.,
 Employee, Authorized Signatory,
 Real Property of Orlans PC

address

73 O'Callaghan Way, Lynn, MA 01905

Property Address:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this 7th day of February, 2020, before me, the undersigned Notary Public, personally appeared, Abigail Chmielecki, Esq., Employee, Authorized Signatory, Real Property, of Orlans PC, as Attorney-in-fact for U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, who is either personally known to me, or proved to me through satisfactory evidence of identification, to be the person who signed the preceding or attached document, and acknowledged to me that he/she executed the same for its stated purpose as the free act and deed of U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1.



[Signature] Notary Public
 My Commission Expires: 2/13/20

Same book, page, and registry as foreclosure deed

Affidavit of Sale

name of affiant

employer of affiant

I, Julie Moran, Esq., Employee, Authorized Signatory, Real Property of Orlans PC, as attorney for U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1 ("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 9th day of December, 2019, on the 16th day of December, 2019 and on the 23rd day of December, 2019, in the Lynn Daily Evening Item (The Daily Item), a newspaper with general circulation in Lynn, a copy of which is attached hereto as Exhibit A.

mortgagee/seller

1st date of advertisement

name of newspaper

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 26 USC §7425 (c) by mailing the required notices to the IRS 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.

auctioneer

name of buyer

buyer was highest bidder? yes

Pursuant to said notice at the time and place therein appointed, the Lender sold the mortgaged premises at public auction by Paulo Adams, a licensed auctioneer, of Towne Auction Company LLC, to the highest bidder Samuel Roman, with an address of 110 Grant Street, Lynn, MA 01904, for the sum of THREE HUNDRED NINE THOUSAND DOLLARS AND 00/100 (\$309,000.00) paid, being the highest bid made therefor at said auction.

purchase amount

Said bid was then assigned to Ever Zavala and Jose Argueta, as Tenants in Common, as evidenced by Assignment of Bid recorded herewith

reference to authority doc? yes, need to hand search

See Power of Attorney recorded herewith

address

RE: 73 O'Callaghan Way, Lynn, MA 01905

authority doc? yes

For signatory authority, see Delegation of Authority and Appointment recorded with the Plymouth County Registry of Deeds at Book 50814 Page 157 Julie Moran, Esq., Employee, Authorized Signatory, Real Property of Orlans PC

title of affiant

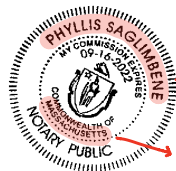
notary county

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

date signed

On this 26th day of February, 2021, before me, the undersigned Notary Public, personally appeared, Julie Moran, 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.



Phyllis Saghilene, Notary Public My Commission Expires: 09/16/22

notary

notary state

Return to: Orlans PC P.O. Box 5041 Troy, MI 48007 File Number: 18-016014/189/FORD_DR

Is advertisement in foreclosure deed? yes

EXHIBIT "A"

ATTACHED TO AND FORMING A PART OF THE FORECLOSURE DEED FOR PROPERTY AT 73 O'CALLAGHAN WAY, LYNN, MA 01905

LEGALS

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Maria Rojas to National City Mortgage Co., dated March 31, 2004 and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230, subsequently assigned to Ocwen Loan Servicing, LLC by PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co. by assignment recorded in said Essex County (Southern District) Registry of Deeds at Book 32691, Page 532, subsequently assigned to U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust, Inc. Mortgage Pass-through Certificates Series 2004-NCM1 by Ocwen Loan Servicing, LLC by assignment recorded in said Essex County (Southern District) Registry of Deeds at Book 37147, Page 424 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 10:00 AM on December 30, 2019 at 73 O'Callaghan Way, Lynn, MA, all and singular premises described in said Mortgage, to wit:

The land in Lynn, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows: SOUTHEASTERLY by O'Callaghan Way, shown on the plan hereinafter mentioned as Keslar Avenue, 50 feet; SOUTHERLY by land now or formerly of Pike, 74.48 feet; SOUTHWESTERLY by Lot 14 of said plan, 88.84 feet; NORTHWESTERLY by Lots 15 and 16 on said plan, 73.34 feet; and NORTHEASTERLY by Lot 25 on said plan, 116.78 feet; be all of said measurements more or less, or however otherwise bounded and described; being the premises shown as Lot 2S on a Plan of Land in Lynn, Massachusetts dated June 27, 1954, by John W. Parsons, Surveyor, recorded with Essex South District Deeds, Book 4082, Page 152, and containing 10,410 square feet of land according to said plan. Said premises are conveyed subject to the zoning ordinances of the City of Lynn. FOR TITLE REFERENCE SEE DEED RECORDED at Book 18893, Page 279.

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

TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, 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.
U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1

Present Holder of said Mortgage,
By its Attorneys,
ORLANDS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-1800
18-016014

Item: December 9, 16, 23, 2019

RE: 73 O'Callaghan Way, Lynn, MA 01905

"assigned" mentioned 2 times

date of auction

number of postponements? 0

auctioneer license number? N/A

original mortgagee

assignor/assignee pairs? 2

address

foreclosing law firm entity

Return to:
Orlands PC
P.O. Box 5041
Troy, MI 48007
File Number: 18-016014/189/FORD_DR

(nonstandard) **MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT**

"No Mortgage Broker or Mortgage Loan Originator was involved in the Mortgage"

MIN? N/A

THIS MORTGAGE, ^{mortgagee} SECURITY AGREEMENT, AND ASSIGNMENT is granted this ^{description of mortgagee} March 04, 2021 to East Cambridge Savings Bank (hereinafter, the "Mortgagee") a banking corporation ^{start date} duly organized by law and having a usual place of business at 292 Cambridge Street, Cambridge, MA 02141 by Jose Argueta and Ever Zavala (hereinafter the "Mortgagor") in consideration of the ^{mortgagor} mutual covenants contained herein and benefits derived herefrom, and for good and valuable ^{lender? N/A} consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees to the following terms and conditions:

ARTICLE 1 - GRANT OF MORTGAGE INTEREST

To secure the Mortgagor's prompt, punctual, and faithful payment and performance of all and each of the Mortgagor's present and future Liabilities (as that term is defined in Section 3-1 herein) to the Mortgagee, including, without limitation, those arising under a certain Commercial Real Estate Promissory Note dated March 04, 2021 in the original principal amount of Two Hundred Forty-One Thousand Eight Hundred Seventy-Five and 00/100 (\$241,875.00) DOLLARS, due and payable on or before March 04, 2022, and any extensions, renewals, substitutions, modifications, or replacements thereof (hereinafter, the "Note"), the Mortgagor hereby grants, mortgages, assigns, and transfers to the Mortgagee with MORTGAGE COVENANTS, the Collateral (as that term is defined in Section 3-3 herein). The Mortgagor intends to convey and hereby does convey to the Mortgagee with MORTGAGE COVENANTS (to be included within the Collateral), the premises conveyed to the Mortgagor by Deed dated February 7, 2020, and filed with the Essex South Registry of Deeds and attached as Exhibit "A".

^{maturity date} March 04, 2022 ^{amount of the mortgage}

73 O'Callaghan Way, Lynn, MA 01905
address

ARTICLE 2 - GRANT OF SECURITY INTEREST AND ASSIGNMENT

2-1. Security Interest. To secure the Mortgagor's prompt, punctual, and faithful payment and performance of all and each of the present and future Liabilities to the Mortgagee, including, without limitation, those arising under the Note, the Mortgagor hereby grants to the Mortgagee a continuing security interest in and to, and assigns to the Mortgagee, the Collateral.

2-2. Financing Statement. This Agreement is intended to take effect as a security agreement and is to be filed with the above described Registry of Deeds in lieu of a financing statement pursuant to Massachusetts General Laws Chapter 106 (hereinafter, the "UCC") Section 9-402.

2-3. Power of Attorney. The Mortgagor hereby irrevocably constitutes and appoints the Mortgagee as the Mortgagor's true and lawful attorney for the purpose of signing and

- FHA box? No
- Checkboxes? No (N/A)
- Fannie/Freddie form? No
- Interest only option? No
- Any riders? No
- Negative amortization? No

(etc.)
NNNNN
67

registry

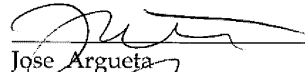



SO.ESEX #279 Bk:39605 Pg:221
03/04/2021 12:48 PM MTG Pg 1/21
eRecorded

Page #
Book #

IN WITNESS WHEREOF, the Mortgagor has executed this Agreement as a sealed instrument on the date first above written.

IN WITNESS WHEREOF, the Mortgagor has executed this Agreement as a sealed instrument on the date first above written.



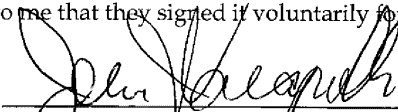
Jose Argueta


Ever Zavala

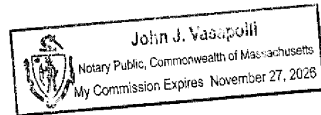
COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

On this Fourth Day of March, 2021, before me, the undersigned notary public, personally appeared Jose Argueta and Ever Zavala, proved to me through satisfactory evidence of identification, which were drivers' licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose,

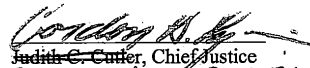


John J. Vasapolli, Esquire, Notary Public
My Commission Expires: 11-27-2026



②

JD 5

March 20, 2019
 Date
 LET JUDGMENT ISSUE:

 Judith C. Cullen, Chief Justice
 GORDON H. PIPEL

LAND COURT
FILED

18 AUG -6 AM 9:15

Date filed (stamped)

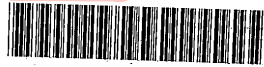
COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

SUFFOLK, ss.

current mortgagee

Carrington Mortgage Services, LLC
Plaintiff

Case #
18 SM 005144



v.

COMPLAINT TO DETERMINE
MILITARY STATUS

Rachel E. Donegan, Individually and as Co-Personal Representative of the Estate of John J. Hart
Christopher Donegan as Co-Personal Representative of the Estate of John J. Hart
Beverlyanne Hart
Jonathan Hart
Daniel Hart
Shaun Hart
Greg Taylor

registry

SO. ESSEX #155 Bk: 37737 Pg: 462
08/08/2019 11:03 COMPLA Pg 1/2

Defendant(s)

"Interest in a/the mortgage"? yes

Book #

Page #

address
LOCUS: 37 Murray Street, Lynn, MA

1. Your Plaintiff has an interest in a mortgage with the statutory power of sale given by John J. Hart to Mortgage Electronic Registration Systems, Inc. as nominee for Freedom Mortgage Corporation, dated September 24, 2008, recorded at Essex County (Southern District) Registry of Deeds in Book 28055, Page 221, covering 37 Murray Street, Lynn, and more particularly described in said mortgage. (original mortgagee, NOT current)
2. No Defendant(s) is/are in the military service within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. App. § 3901 (et seq)
3. The Plaintiff alleges on information and belief that the Defendant(s) is/are the only person(s) holding the equity of redemption of the property covered by the mortgage described in Paragraph 1 of this Complaint so far as appears of record in the said Registry of Deeds and as known to your plaintiff.
4. The holder of the mortgage seeks to proceed with the foreclosure of said mortgage described in Paragraph 1 to protect its interest as secured thereby for breach of the conditions thereof and desires to comply with the provisions of the Servicemembers Civil Relief Act.

Wherefore your plaintiff prays:

Box 195

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

18 SM 005144



Attorney for the Plaintiff
Neil W. Heiger, Esq.
BBO#: 632701
Date: August 3, 2018

From the Office of:
Shechtman Halperin Savage, LLP
1080 Main Street
Pawtucket, Rhode Island 02860
Telephone No.: 877-575-1400
Office File No. 6021030

LAND COURT USE ONLY

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

ORDERED and ADJUDGED that the Defendant(s) Defendant(s) is/are not entitled to the benefits of the Servicemembers Civil Relief Act, as of Feb. 20, 2014, the date of the allowance of Plaintiff's motion for judgment.

By the Court.

Attest:

(SEAL)

Deborah J. Patterson
Recorder

A TRUE COPY
ATTEST:

Deborah J. Patterson
RECORDER

2

TD 5
registry ← SO, ESSEX #156 Bk: 37737 Pg: 464 →
08/08/2019 11:03 POW Pg 1/2
BOOK # Page #

grantor 1 ↑

POWER OF ATTORNEY

Be it known that **Carrington Mortgage Services, LLC**, 1600 South Douglass Road, Suite 200-A, Anaheim, California 92806, does hereby constitute and appoint Elizabeth Dalpe and Brock & Scott, PLLC, 1080 Main Street, Suite 200 Pawtucket, RI 02860, its attorneys, legal assistants and/or its agents, as the undersigned's attorney-in-fact for the limited and specified purposes of making legal entry upon 37 Murray Street, Lynn, MA 01905, the premises on which **Carrington Mortgage Services, LLC** holds a mortgage, for the purpose of foreclosing said mortgage for breach of conditions therein, and further to execute documents necessary and directly incidental to the foreclosure auction. I hereby ratify all actions taken by Elizabeth Dalpe and Brock & Scott, PLLC and/or its agents in connection with the foreclosure of said mortgage.

IN WITNESS WHEREOF, I have herewith set my hands and seal this 2 day of → date signed

July, 2019.

Carrington Mortgage Services, LLC
By: _____
Name: Elizabeth A. Ostermann
Title: Vice President, Carrington Mortgage Services, LLC

State of _____, ss. _____, 2019

See Attached

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____ (name & title), proved to me through satisfactory evidence of identification, which was [] personal knowledge or [] _____ (form of identification), to be the person whose name is signed on the proceeding or attached document, and who acknowledged he/she signed it voluntarily for its stated purpose on behalf of **Carrington Mortgage Services, LLC** and the execution of said document was the free act and deed of **Carrington Mortgage Services, LLC**.

LOCUS: 37 Murray Street, Lynn, MA

→ address

Notary Public
Printed Name: _____
My Comm. Expires: _____

Our File No.: 18-15749 FC01

BOA 195

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL - PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT

State of California

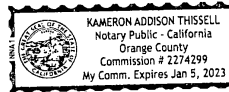
County of Orange

On July 2nd, 2019 before me, Kameron Thissell, Notary Public, personally appeared, Elizabeth A Ostermann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 [Handwritten Signature] (Seal)
Kameron Thissell



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
PoA - 4293
(Title or description of attached document)
Number of Pages Document Date
(Additional information)

CAPACITY CLAIMED BY THE SIGNER
Individual (s)
Corporate Officer
Partner(s)
Attorney-in-Fact
Trustee(s)
Other

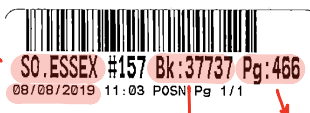
- INSTRUCTIONS FOR COMPLETING THIS FORM
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document.
State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
Print the name(s) of document signer(s) who personally appear at the time of notarization.
Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
Signature of the notary public must match the signature on file with the office of the county clerk.
Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
Indicate title or type of attached document, number of pages and date.
Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
Securely attach this document to the signed document.

TOC

Registry (South Essex)

(Standard)

CERTIFICATE OF ENTRY



date of entry

date recorded

Book #

Page #

Bank rep

WE HEREBY CERTIFY that on June 13, 2019, we were present and saw ELIZABETH NADE, agent of Brock & Scott, PLLC, attorney for the present holder of that certain mortgage given by John J. Hart, to Mortgage Electronic Registration Systems, Inc. as nominee for Freedom Mortgage Corporation, and now held by Carrington Mortgage Services, LLC, said mortgage dated September 24, 2008, and recorded in the Essex County (Southern District) Registry of Deeds in Book 28055, Page 221; all of the premises, described and covered by said Mortgage, by virtue of and in execution by the Mortgagee, make an open, peaceable and unopposed entry on the premises described in said Mortgage, for the purpose, by him declared, of foreclosing said Mortgage for breach of the conditions thereof on Property described as 37 Murray Street, Lynn, MA 01905.

address

Witness Signature

RICHARD DAUTAUD → witness 1
 Print Name

Witness Signature

AARON SCHREIBER → witness 2
 Print Name

COMMONWEALTH OF MASSACHUSETTS

LOCUS: 37 Murray Street, Lynn, MA

Essex, ss.

June 13, 2019

witness 2

Then personally appeared the above named RICHARD DAUTAUD and AARON SCHREIBER, who proved to me through satisfactory evidence of identification, which was personal knowledge or [] _____, to be the parties whose names are signed on the proceeding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge.

Notary Public

MATTHEW J. KATZ → notary
 Printed Name

My Commission Expires: APRIL 3, 2026

MATTHEW J. KATZ
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 April 3, 2026

18-15749 FC01

Box 195

8

705

Registry (South Essex)
SO. ESSEX #158 Bk:37737 Pg:467
08/08/2019 11:03 DP01 Pg 1/8
Book # Page #

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 08/08/2019 11:03 AM
ID: 1306331 Doc# 20190000001580
Fee: \$1,108.08
Cons: \$243,000.00

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

Carrington Mortgage Services, LLC → current holder (seller) of mortgage

a limited liability company duly established under the laws of the United States of America and having its usual place of business at 1600 South Douglass Road, Suite 200-A, Anaheim, California 92806, holder of a mortgage

From: John J. Hart → mortgagor

To: Freedom Mortgage Corporation → original mortgagee

Dated: September 24, 2008, and recorded with the Essex County Registry of Deeds, in Book 28055, Page 221, of which Mortgage the Undersigned is present holder by assignment

by the power conferred by said mortgage and every other power, for TWO HUNDRED FORTY-THREE THOUSAND Dollars and 00/100 (\$243,000.00) paid, grants to:

Irving Development LLC → purchaser ↳ Paid? yes

with a place of business and mailing address of 36R South Terrace, Beverly, MA 01915, the premises conveyed by said mortgage to wit:

SEE EXHIBIT "A" ATTACHED HERETO

LOCUS: 37 Murray Street, Lynn, MA

→ address

Box 195

Witness the execution and the corporate seal of said limited liability company this 2 day of July, 2019.

Carrington Mortgage Services, LLC

By: [Signature]
Name: Elizabeth A. Ostermann
Title: Vice President, Carrington Mortgage Services, LLC

signer name

signer title,
company

State of _____, ss. _____, 2019.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____ (name & title), proved to me through satisfactory evidence of identification, which was [] personal knowledge or [] _____ (form of identification), to be the person whose name is signed on the proceeding or attached document, and who acknowledged he/she signed it voluntarily for its stated purpose on behalf of **Carrington Mortgage Services, LLC** and the execution of said document was the free act and deed of **Carrington Mortgage Services, LLC**.

See Attached

Notary Public
Printed Name: _____
My Comm. Expires: _____

File No.: 18-15749

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration thereof, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL – PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On July 2nd, 2019 before me, Kameron Thissell, Notary Public, personally appeared, Elizabeth A Ostermann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 [Handwritten Signature] (Seal)
Kameron Thissell



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT <u>fc Deed - 4293</u> (Title or description of attached document) _____ (Title or description of attached document continued) Number of Pages _____ Document Date _____ (Additional information)

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer (Title) _____ <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
 - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Exhibit "A"

Property Address: 37 Murray Street, Lynn, MA 01905

ALL THAT CERTAIN PROPERTY SITUATE IN LYNN, COUNTY OF ESSEX,
COMMONWEALTH OF MASSACHUSETTS, BEING MORE PARTICULARLY
DESCRIBED IN A DEED RECORDED 07/02/1996 IN BOOK 13643, AT PAGE 545,
AMONG THE LAND RECORDS OF THE COUNTY SET FORTH ABOVE.

KNOWN AS: 37 MURRAY ST

Same book #, page #, registry as foreclosure deed

→ (affidavit of sale)

AFFIDAVIT

name of affiant

→ organization/employer of affiant

I, Elizabeth A. Ostermann of Carrington Mortgage Services, LLC named in the foregoing deed, make oath and say that the principal and interest obligation mentioned in the mortgage above referred to was not paid or tendered or performed when due or prior to the sale, and that Carrington Mortgage Services, LLC caused to be published on May 17, 2019, May 24, 2019, May 31, 2019 in the Daily Item, a newspaper published or by its title page purporting to be published in Essex County, Massachusetts and having a circulation in the City of Lynn, a notice of which the following is a true copy:

→ 1st date of advertisement

→ name of newspaper for ad

See Exhibit "A" attached hereto and incorporated herein by reference

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, and 26 U.S.C.A. Section 7425(c) of the Internal Revenue Code (if applicable) by mailing the required notices by certified mail, return receipt requested.

auctioneer name

→ mortgagee (seller) on record

Pursuant to said notice at the time and place therein appointed, to wit, June 13, 2019 at 11:00AM where and when Carrington Mortgage Services, LLC caused to be sold the mortgaged premises at public auction by Matthew J. Katz, a duly licensed auctioneer of Landmark Auction Co. to the highest bidder being Siddharth Gehlot for TWO HUNDRED FORTY-THREE THOUSAND Dollars and 00/100 (\$243,000.00), said bid was then assigned from Siddharth Gehlot to Irving Development LLC of 36R South Terrace, Beverly, MA 01915 as reflected in the Assignment of Bid to be recorded herewith.

→ buyer was highest bidder? yes

→ consideration/purchase amount

→ name of buyer

LOCUS: 37 Murray Street, Lynn, MA

→ address

File No.: 18-15749

reference to authority document? NO

Carrington Mortgage Services, LLC

By: [Signature] 7/2/2019 → date signed

Name: Elizabeth A. Ostermann

Title: Vice President, Carrington Mortgage Services, LLC → title of affiant

State of _____

_____, ss. _____, 2019

Then personally appeared the above named _____
proved to me through satisfactory evidence of identification, which was
_____, to be the person whose name is signed on this 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, as _____ (title) as aforesaid.

See Attached

Notary Public
Printed Name: _____
My Comm. Expires: _____

File No.: 18-15749

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California

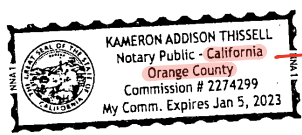
County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd day of July 2019, by Elizabeth A Ostermann proved to me on the basis of satisfactory evidence to be the person who appeared before me.

date signed

name of affiant

 (Notary Seal)



state and county of notarization

name of notary ←

Kameron Addison Thissell, Notary Public

OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the wording by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>aff</u>	<u>1293</u>
(Title or description of attached document)	
(Title or description of attached document continued)	
Number of Pages	Document Date
(Additional information)	

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

Is advertisement in the foreclosure deed? yes

Exhibit "A"
THE DAILY ITEM

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 37 Murray Street, Lynn, MA 01905

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John J. Hart to Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation, and now held by Carrington Mortgage Services, LLC, said mortgage dated September 24, 2008 and recorded in the Essex County (Southern District) Registry of Deeds in Book 28055, Page 221, said mortgage was assigned from Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation to JPMorgan Chase Bank, National Association by assignment dated April 2, 2013 and recorded with Essex County (Southern District) Registry of Deeds in Book 32374, Page 314; said mortgage was assigned from JPMorgan Chase Bank, National Association to Carrington Mortgage Services, LLC by assignment dated January 4, 2014 and recorded with Essex County (Southern District) Registry of Deeds in Book 33153, Page 355; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on June 13, 2019 at 11:00 AM Local Time upon the premises, all and singular, the premises described in said mortgage, to wit:

original mortgagee

"assigned" mentioned 2 times

assignor/assignee pairs? 2

Postponements? No

date of auction

ALL THAT CERTAIN PROPERTY SITUATE IN LYNN, COUNTY OF ESSEX, COMMONWEALTH OF MASSACHUSETTS, BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED 07/02/1996 IN BOOK 13643, AT PAGE 545, AMONG THE LAND RECORDS OF THE COUNTY SET FORTH ABOVE.

KNOWN AS: 37 MURRAY ST.

For title see deed recorded herewith

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagor's Title see deed dated September 24, 2008 and recorded in the Essex County (Southern District) Registry of Deeds in Book 28055, Page 219.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale.

Other terms to be announced at the sale.

foreclosing law firm entity

auctioneer license number? N/A

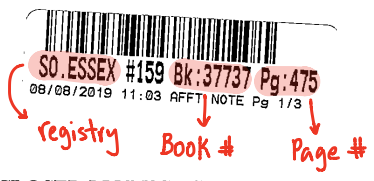
Brock & Scott, PLLC
1080 Main Street, Suite 200
Pawtucket, RI 02860
Attorney for Carrington Mortgage Services, LLC
Present Holder of the Mortgage
401-217-8701

Item: May 17, 24, 31, 2019

File No.: 18-15749

TO 5

3



type: eaton/35c

type?
N/A

AFFIDAVIT REGARDING NOTE SECURED BY FORECLOSED MORTGAGE

Property Address: 37 Murray Street, Lynn, MA 01905

↳ address

Re: John J. Hart to Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation, dated September 24, 2008, recorded with Essex County (Southern District) Registry of Deeds in Book 28055 at Page 221.

Assigned to: Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation to JPMorgan Chase Bank, National Association by assignment dated April 02, 2013, recorded with Essex County (Southern District) Registry of Deeds in Book 32374 at Page 314; further assigned by JPMorgan Chase Bank, National Association to Carrington Mortgage Services, LLC by assignment dated January 04, 2014, recorded with Essex County (Southern District) Registry of Deeds in Book 33153 at Page 355.

Foreclosure Sale Date: June 13, 2019

↳ name of mortgagee

Foreclosing Mortgagee: Carrington Mortgage Services, LLC

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

- I am:
 - An officer of Carrington Mortgage Services, LLC, where I hold the office of **Post Foreclosure Manager**
 - A duly authorized agent of Carrington Mortgage Services, LLC.

↳ affiant's organization/employer

affiant's org. is servicer? yes

- In the regular performance of my job functions, I am familiar with business records maintained by Carrington Mortgage Services, LLC for the purpose of servicing and collecting mortgage loans, including the foreclosure of mortgages and deeds of trust securing such loans. I have acquired **personal knowledge** of the information contained in this affidavit as a result of my review of Carrington Mortgage Services, LLC's business records. These records (which include data compilations, electronically imaged documents, servicing and loan payment histories and others, including those provided by the respective mortgage note holder) are accurate and reliable because they are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Carrington Mortgage Services, LLC. To the extent records related to the loan come from another entity, those records were received by Carrington Mortgage Services, LLC in the ordinary course of its business, have been incorporated into and maintained as part of the Carrington Mortgage Services, LLC's business records, and have been relied on by Carrington Mortgage Services, LLC. It is the regular practice of Carrington Mortgage Services, LLC mortgage servicing business to make and maintain these records.

LOCUS: 37 Murray Street, Lynn, MA

Personal Knowledge?
talk to an advocate before answering

Box 195

claims loan offered? No (N/A)

mortgagee claims note? yes

3. Based upon my review of the business records of Carrington Mortgage Services, LLC, I certify that as of the dates when notice of sale relating to the mortgage at issue were published and provided pursuant to M.G.L. Chapter 244, Section 14 up to and including the Foreclosure Sale Date, Foreclosing Mortgagee was:

- the holder of the promissory note secured by the above mortgage.
- the authorized agent of the holder of said promissory note.

4. Based upon my review of the business records of Carrington Mortgage Services, LLC, I certify that:

- the contractual notice of default was sent to the mortgagor(s) prior to July 17, 2015.
- the contractual notice of default was sent to the mortgagor(s) after July 17, 2015, and strictly complies with the notice provision set forth in the terms of the subject mortgage.
- Notice of default is not required pursuant to the terms of the subject mortgage

Signed under the pains and penalties of perjury this 16 day of July, 2019. → date signed

authority document referenced? No

Carrington Mortgage Services, LLC

By: [Signature]
Name: Letty Sosa → name of affiant

Title: Post Foreclosure Manager → title of affiant

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2019

Then personally appeared the above named _____ proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on this 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, as _____ (title) as aforesaid.

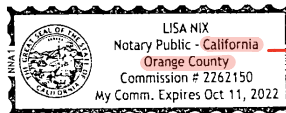
See Attached Notary Public My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 16th day of July 2019, by Letxy Sosa proved to me on the basis of satisfactory evidence to be the person who appeared before me.



→ State and county of notarization

(Notary Seal)

Lisa Nix

↳ name of notary

OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

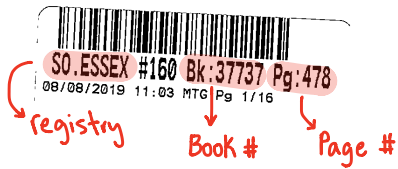
The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Affidavit</u>	
<small>(Title or description of attached document)</small>	
<u>4000044293</u>	
<small>(Title or description of attached document continued)</small>	
Number of Pages _____	Document Date _____
<small>(Additional information)</small>	

16

TO 5



(nonstandard) REAL ESTATE MORTGAGE

August 8, 2019 → Start date

Mortgagor ← **Irving Development, LLC** ("Mortgagor"), having a business address of **36R South Terrace, Beverly, MA** to **Erik C. Schmakel, a private lender** having a mailing address of **17129 Kenton Terrace, Lakewood, FL 34202** (the "Lender").

Name of lender ←

↳ Description of lender

1. Mortgage, Obligations and Future Advances.

1.1. Mortgage. For valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby grants to the Lender, with MORTGAGE COVENANTS, the "Property" described in Section 1.4, below, to secure the prompt payment and performance of any and all obligations of Mortgagor (and if more than one Mortgagor of any of them) to the Lender, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising or acquired, and whether arising out of this present transaction, or a transaction separate and unrelated hereto (the "Obligations"), including without limitation:

address ← LOCUS: 37 Murray Street, Lynn, MA

- (a) all obligations under a certain Commercial Real Estate Promissory Note of even date herewith from Mortgagor payable to the order of the Lender in the original principal amount of **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00) DOLLARS**, as the same may be further modified, amended, or extended (the "Note"); → amount of the mortgage
- (b) all indebtedness, liabilities or obligations now existing or hereafter arising from Mortgagor to the Lender under any other promissory note, lease, loan agreement or reimbursement agreement, guaranty or other instrument, agreement or document; and
- (c) all covenants and other obligations contained in this Mortgage or contemplated hereby, including without limitation Mortgagor's obligations under Sections 5.1, 7.1, 7.2, 7.3, and 7.4 hereof.

1.2. Security Interest in Property. As continuing security for the Obligations, Mortgagor hereby pledges, assigns and grants to the Lender a security interest in any of the Property (as defined in Section 1.4 below).

1.3. Collateral Assignment of Leases and Rents. Mortgagor hereby assigns to the Lender as collateral security for the Obligations all of Mortgagor's rights and benefits under any and all Leases (as defined in Section 1.4 below) and any and all rents and other amounts now or

Box 195

(etc.)
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TO 5

16



registry Book # Page #

(nonstandard) REAL ESTATE MORTGAGE

August 8, 2019 → start date (date of mortgage)

mortgagor ← THIS REAL ESTATE MORTGAGE (as amended from time to time, this "Mortgage")
Irving Development, LLC ("Mortgagor"), having a business address of 36R South Terrace,
Beverly, MA to Christine Guarnieri, a private lender having a mailing address of 4 King
William Court, Boxford, MA 01921 (the "Lender").

lender name lender description

1. Mortgage, Obligations and Future Advances.

1.1. Mortgage. For valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby grants to the Lender, with MORTGAGE COVENANTS, the "Property" described in Section 1.4, below, to secure the prompt payment and performance of any and all obligations of Mortgagor (and if more than one Mortgagor of any of them) to the Lender, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising or acquired, and whether arising out of this present transaction, or a transaction separate and unrelated hereto (the "Obligations"), including without limitation:

address ←

LOCUS: 37 Murray Street, Lynn, MA

- (a) all obligations under a certain Commercial Real Estate Promissory Note of even date herewith from Mortgagor payable to the order of the Lender in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS, as the same may be further modified, amended, or extended (the "Note"); → amount
- (b) all indebtedness, liabilities or obligations now existing or hereafter arising from Mortgagor to the Lender under any other promissory note, lease, loan agreement or reimbursement agreement, guaranty or other instrument, agreement or document; and
- (c) all covenants and other obligations contained in this Mortgage or contemplated hereby, including without limitation Mortgagor's obligations under Sections 5.1, 7.1, 7.2, 7.3, and 7.4 hereof.

1.2. Security Interest in Property. As continuing security for the Obligations, Mortgagor hereby pledges, assigns and grants to the Lender a security interest in any of the Property (as defined in Section 1.4 below).

1.3. Collateral Assignment of Leases and Rents. Mortgagor hereby assigns to the Lender as collateral security for the Obligations all of Mortgagor's rights and benefits under any and all Leases (as defined in Section 1.4 below) and any and all rents and other amounts now or

Box 194

(etc.)

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VVVVI

105

2



registry Book # Page #

"confirmatory" assignment? No ASSIGNMENT OF BID ≠ Assignment of Mortgage

Woburn (City) MA (State) June 19, 2019

Middlesex ss. (County)

for value/consideration? yes ← → name of assignor

For good and valuable consideration, I, Siddharth Gehlot hereby assign my bid and all of its right, title and interest in and to and under a Memorandum of Sale of Real Property by Auctioneer, dated June 13, 2019 in connection with premises situated at 37 Murray Street, Lynn, MA 01905, which is the subject of a mortgage given by John J. Hart to Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation, and now held by Carrington Mortgage Services, LLC, said mortgage dated September 24, 2008 and recorded in the Essex County (Southern District) Registry of Deeds in Book 28055, Page 221, said mortgage was assigned from Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation to JPMorgan Chase Bank, National Association by assignment dated April 2, 2013 and recorded with Essex County (Southern District) Register of Deeds in Book 32374, Page 314, said mortgage was assigned from JPMorgan Chase Bank, National Association to Carrington Mortgage Services, LLC by assignment dated January 4, 2014 and recorded with Essex County (Southern District) Registry of Deeds in Book 33153, Page 355 ; to:

LOCUS: 37 Murray Street, Lynn, MA

Box 195

Assignee: Irving Development, LLC → assignee
~~Irving Development LLC~~
~~36R South Terrace, Beverly, MA 01915~~
36 R South Terrace, Beverly, MA 01915

This Assignment is made without recourse, and subject to all terms and conditions contained in the said Memorandum of Sale, and Additional Terms, and Notices of Mortgagee's Sale of Real Estate.

authority doc? No

By Siddharth Gehlot → name of party who signed

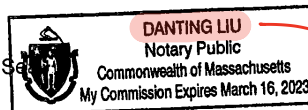
state of notarization ← State of MA

County of notarization ↙

Middlesex, SS. (County) June, 19, 2019 → date signed
(June 19, 2019)

On this 19 day of June 2019, before me, the undersigned notary public, personally appeared Siddharth Gehlot, proved to me through satisfactory evidence of identification, which were 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.

[Signature]
Notary Signature (Affix Seal)



My commission expires: March 16, 2023

Resources

Grace Ross, personal communication, April, 2021.

Massachusetts Foreclosure Review Guide.(2017, February) CATIC.