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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
) Case No. 12-12020 (MG)
)

) Chapter 11
)

) Jointly Administered
)

**THE RESCAP BORROWER CLAIMS TRUST'S OBJECTION
TO CLAIM NUMBER 2009 FILED BY TEDDY HALSTEAD**



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TO THE HONORABLE MARTIN GLENN,
UNITED STATES BANKRUPTCY JUDGE:

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the Chapter 11 Plan¹ confirmed in the above-captioned bankruptcy cases (the “Chapter 11 Cases”), as successor in interest to the above-captioned debtors (collectively, the “Debtors”) with respect to Borrower Claims (defined below) matters, hereby submits this objection (the “Objection”) seeking to disallow and expunge claim number 2009 (“Claim No. 2009”), a copy of which is annexed hereto as Exhibit 1, filed by Teddy Halstead (“Halstead”), pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 3007(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), on the grounds that Claim No. 2009 fails to state a basis for liability against the Debtors.² The Borrower Trust seeks the entry of an order, substantially in the form annexed hereto as Exhibit 2, granting the requested relief. In support of the Objection, the Borrower Trust relies upon and incorporates by reference the Declaration of Kathy Priore, Associate Counsel for The ResCap Liquidating Trust, annexed hereto as Exhibit 3 (the “Priore Declaration”). In further support hereof, the Borrower Trust respectfully represents as follows:

PRELIMINARY STATEMENT

1. Claim No. 2009 asserted against Debtor Residential Capital, LLC (“ResCap”)³ should be disallowed and expunged from the Claims Register pursuant to section

¹ Terms defined in this paragraph and the Preliminary Statement shall have the meanings ascribed to such terms in the Objection.

² The Borrower Trust reserves all of its rights to object on any other basis to Claim No. 2009 not set forth in this Objection, and to amend this Objection should any further bases come to light.

³ As discussed in the Objection, Halstead has no valid legal justification for asserting such claim against ResCap. Therefore, even if Halstead held a valid claim, which, based on the following arguments, the Borrower Trust contends that he does not, such claim would be properly asserted against Debtor GMAC Mortgage, LLC.

502(b) of the Bankruptcy Code. The Objection demonstrates that Claim No. 2009 is without merit and fails to state any valid basis supporting an allowed claim against the Debtors under applicable law. Accordingly, Claim No. 2009 should be disallowed and expunged from the Claims Register in its entirety.

2. Specifically, Claim No. 2009 asserts that Halstead suffered “personal injury” for alleged wrongful foreclosure by robo-signers, and from the alleged fraudulent falsification of transfers of the Mortgage and Note from the loan originator to the actual holder of such loan documents. See Exhibit 1. Claim No. 2009 does not include a single piece of documentation to support Halstead’s claims. Halstead submitted a standalone proof of claim form as evidence of his \$2,000,000.00 claim against ResCap, and raises no factual or legal arguments on account of his claims against the Debtors. Halstead fails to demonstrate a nexus between the Debtors’ actions and the alleged robo-signing by the Steven J. Baum law firm, or articulate with particularity, a valid legal basis that gives rise to liability on the part of any Debtor.

3. Since filing Claim No. 2009, Halstead has not been responsive to the opportunities presented to him to further substantiate his claim against the Debtors. Halstead failed to respond to the Request Letter mailed to him by the Debtors, and did not file a response to the Fifty-First Omnibus Claims Objection to demonstrate the validity of his claim. Moreover, Halstead has continuously failed to make his Mortgage payments, leaving his account due for payments from September 1, 2009 to present.

JURISDICTION, VENUE AND STATUTORY PREDICATE

4. This Court has jurisdiction over this Objection pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409. The

statutory predicates for the relief sought herein are Bankruptcy Code section 502(b) and Bankruptcy Rule 3007.

BACKGROUND

I. Chapter 11 Case Background

A. General Overview

5. On December 11, 2013, the Court entered an *Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the Official Committee of Unsecured Creditors* (the “Confirmation Order”) approving the terms of the Chapter 11 plan, as amended (the “Plan”), filed in these Chapter 11 Cases [Docket No. 6065]. On December 17, 2013, the Effective Date (as defined in the Plan) of the Plan occurred, and, among other things, the Borrower Trust and the ResCap Liquidating Trust were established [Docket No. 6137].⁴

6. The Plan provides for the creation and implementation of the Borrower Trust, which is established for the benefit of Borrowers who filed Borrower Claims (as such terms are defined in the Plan) to the extent such claims are ultimately allowed either through settlement or pursuant to an order of the Court. See Plan, Art. IV.F. The Borrower Trust was established to, among other things, “(i) direct the processing, liquidation and payment of the Allowed Borrower Claims in accordance with the Plan, and the distribution procedures established under the Borrower Claims Trust Agreement, and (ii) preserve, hold, and manage the assets of the Borrower Claims Trust for use in satisfying the Allowed Borrower Claims.” See id.

⁴ The ResCap Liquidating Trust and the Borrower Trust are parties to an Access and Cooperation Agreement, dated December 17, 2013, which, among other things, provides the Borrower Trust with access to the books and records held by the Liquidating Trust and Liquidating Trust’s personnel to assist the Borrower Trust in performing its obligations.

B. Claims-Related Background

7. On May 16, 2012, the Court entered an order [Docket No. 96] appointing Kurtzman Carson Consultants LLC (“KCC”) as the notice and claims agent in these Chapter 11 Cases. Among other things, KCC is authorized to (a) receive, maintain, and record and otherwise administer the proofs of claim filed in these Chapter 11 Cases and (b) maintain the official claims register for the Debtors (the “Claims Register”).

8. On August 29, 2012, this Court entered an order approving the Debtors’ motion to establish procedures for filing proofs of claim in the Chapter 11 Cases [Docket No. 1309] (the “Bar Date Order”).⁵

9. On March 21, 2013, the Court entered an order (the “Procedures Order”) [Docket No. 3294] approving, among other things, certain procedures to be applied in connection with objections to claims filed by current or former Borrowers (the “Borrower Claims Procedures”). The Procedures Order includes specific protections for Borrowers and sets forth a process for the Debtors to follow before objecting to certain categories of Borrower Claims. For example, the Borrower Claims Procedures require that, prior to objecting to certain categories of Borrower Claims, individual Borrowers must be furnished with a letter requesting additional documentation in support of the purported claim (a “Request Letter”). (See Procedures Order at 4).

10. On June 21, 2013, pursuant to the Procedures Order, the Debtors mailed Halstead a Request Letter, the form of which is annexed to the Priore Declaration as Exhibit A,

⁵ The Bar Date Order established, among other things, (i) November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the deadline to file proofs of claim by virtually all creditors against the Debtors (the “General Bar Date”) and prescribing the form and manner for filing proofs of claim; and (ii) November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the deadline for governmental units to file proofs of claim (the “Governmental Bar Date”). Bar Date Order ¶¶ 2, 3. On November 7, 2012, the Court entered an order extending the General Bar Date to November 16, 2012 at 5:00 p.m. (Prevailing Eastern Time) [Docket No. 2093]. The Governmental Bar Date was not extended.

requesting additional information and documentation in support of Claim No. 2009. See Priore Declaration ¶ 5. The Request Letter states that the claimant must respond within 30 days with an explanation setting forth the legal and factual reasons why the claimant believes he is owed money or is entitled to other relief from the Debtors and that the claimant must provide copies of all supporting documents that he believes support the basis for the Proof of Claim. See Request Letter at 1. The Request Letter further provides that if the claimant fails to provide an explanation and the supporting documentation, the Debtors may file a formal objection to the proof(s) of claim, seeking to have the proof(s) of claim disallowed and permanently expunged. See id.

11. Halstead did not respond to the Request Letter. See Priore Declaration ¶ 6.

II. Events Leading to Foreclosure Actions

A. The Halstead Loan

12. Halstead is a Borrower under a residential mortgage loan (the “Mortgage”) that was originated by Fairmont Funding, Ltd. (“Fairmont”) on or about March 27, 2009. See Priore Declaration ¶ 7; see Mortgage as Exhibit B to Priore Declaration. The Mortgage, recorded in the County of Bronx on April 20, 2009, was executed and delivered to Mortgage Electronic Registration Systems, Inc. (“MERS”), as nominee for Fairmont. See id. The loan was evidenced by a note in the amount of \$399,480.00 (the “Note”), which was secured by real property located at 872 East 216th Street, Bronx, New York, 10467 (the “Property”). See Priore Declaration ¶ 7; see also Note, also attached as Exhibit B to the Priore Declaration. Shortly after the Mortgage’s origination, GMAC Bank, n/k/a Ally Bank (“Ally Bank”), a non-Debtor entity, purchased the Mortgage from Fairmont. See Priore Declaration ¶ 7. The Note was endorsed from Fairmont to Ally Bank, and subsequently to GMAC Mortgage, LLC

(“GMACM”) and then to The Bank of New York Mellon Trust Company, N.A. (“BONY Mellon”), as FHA Qualified Trustee for ResCap Liquidating Trust. See id. GMACM serviced the loan from March 27, 2009 until servicing transferred to Ocwen Loan Servicing, LLC (“Ocwen”) on February 16, 2013. See id.

13. On November 6, 2010, MERS, as nominee for Fairmont, assigned Fairmont’s rights under the Mortgage to Debtor GMACM. See Priore Declaration ¶ 8; see Exhibit C annexed to Priore Declaration. This assignment was recorded on December 1, 2010. See id.

14. On July 9, 2014, GMACM assigned the Mortgage to Bank of New York Mellon Trust Company, N.A., as FHA Qualified Trustee for ResCap Liquidating Trust. See Priore Declaration ¶ 9; see Exhibit D annexed to Priore Declaration. On August 1, 2014, this assignment was recorded in the Bronx County records. See id.

B. Foreclosure Actions and Related Loss Mitigation Activities for the Halstead Loan

15. Halstead became delinquent on his Mortgage by failing to make the July 1, 2009 payment. See Priore Declaration ¶ 10. On September 11, 2009, the Debtors approved Halstead for a forbearance repayment plan, pursuant to which Halstead made payments in September, October, November, and December of 2009.⁶ See id.; see also Exhibit E annexed to Priore Declaration. This plan expired on March 5, 2010 pursuant to the agreement’s terms. See id. Halstead failed to remit payments due on January 11, 2010 and February 11, 2010, respectively, as required by the terms of the forbearance repayment plan. See Priore Declaration ¶ 10.

⁶ These payments were counted in Halstead’s loan account towards Halstead’s then-delinquent July 1, 2009 and August 1, 2009 payments due; however, Halstead’s September 1, 2009 payment was still due and owing. See Priore Declaration ¶ 10.

16. On both January 25, 2010 and March 8, 2010, the Debtors mailed loan workout packages to Halstead, as a result of the forbearance repayment plan expiring and as part of the HOPE campaign to assist Halstead in becoming current on his Mortgage payments. See id. ¶ 11.

17. On September 15, 2010, the Debtors referred the foreclosure to the Steven J. Baum law firm, as the account was due for the September 1, 2009 payment. See Priore Declaration ¶ 12.

18. On December 6, 2010, as a result of Halstead's continued delinquency on making any Mortgage payments due since September 1, 2009, the Steven J. Baum law firm filed a complaint with the State of New York Supreme Court, County of Bronx (the "Bronx Court"), Index No. 382154/10. See id. ¶ 13; see also Exhibit F annexed to Priore Declaration.

19. On or about May 2, 2011, GMACM withdrew the foreclosure action due to the expiration of the 90-day default notice sent to Halstead. See id. ¶ 14.

20. On May 16, 2011, the Debtors prepared and sent Halstead a notice letter (the "Notice Letter")⁷ stating that the Mortgage was 622 days in default, and that Halstead was at risk of losing the Property. See id. ¶ 15; see Exhibit G annexed to Priore Declaration. The Debtors appended to the Notice Letter a list of government-approved housing counseling agencies in Halstead's area that provide free or very low-cost counseling to assist Halstead in assessing his financial condition, exploring the possibility for a loan modification, debt repayment plan, or forbearance agreement. See id.

21. Also on or about May 16, 2011, GMACM filed a pre-foreclosure notice with the New York State Banking Department, and mailed Halstead a 90-day notice letter

⁷ See infra ¶ 29. Ocwen, in its role as servicer and in connection with the Foreclosure Action, filed a Motion to Discontinue the Foreclosure Action because it could not be verified that the Notice Letter was properly sent.

pursuant to New York law requirements.⁸ See Priore Declaration ¶ 16; see also Exhibit H annexed to Priore Declaration.

22. On August 18, 2011 and on December 5, 2011, the Debtors referred Halstead's loan to the Rosicki, Rosicki & Associates, PC ("Rosicki") firm as the account was still due for the September 1, 2009 payment. See Priore Declaration ¶ 17.

23. On April 4, 2012, at Halstead's request, the Debtors mailed Halstead a loan workout package. See id. ¶ 18.

24. On June 11, 2012, the Debtors mailed to Halstead a "cash for keys" solicitation, but received no response from Halstead. See id. ¶ 19.

25. On June 21, 2012, GMACM filed a summons and complaint (the "Foreclosure Complaint") against Teddy Halstead, among other defendants,⁹ with the Supreme Court of the State of New York, County of Bronx (the "Bronx Court"), Index No. 380678-2012 (the "Foreclosure Action"), to foreclose on the Property pursuant to the terms of the Note and the Mortgage and Halstead's default thereunder. See Priore Declaration ¶ 20; see also Exhibit I annexed to the Priore Declaration. The law firm representing GMACM was Rosicki. See id. On that same date, the Debtors also filed with the Bronx County Clerk a lis pendens against the Property. See Priore Declaration ¶ 20.

26. On or about July 16, 2012, Halstead, appearing *pro se*, filed an answer to the Foreclosure Complaint (the "Answer"). See Priore Declaration ¶ 21; see also Exhibit J annexed to the Priore Declaration. In the Answer, in addition to asserting a general denial of the Foreclosure Complaint's allegations, Halstead pled the following defenses and affirmative

⁸ See New York Real Property Actions and Proceedings Law § 1304 [*hereinafter*, "N.Y.R.P.A.P.L."].

⁹ The Foreclosure Complaint also names the New York State Department of Taxation and Finance as a party defendant because it held a lien that predated GMACM's lien. See Exhibit I annexed to Priore Declaration.

defenses: (i) plaintiff lacked standing to sue because it was not the legal owner of the note and/or mortgage at the time it commenced the Foreclosure Action; (ii) Halstead did not receive the “Help for Homeowners in Foreclosure” that was supposed to be served with the summons and Foreclosure Complaint; (iii) Halstead had no knowledge that plaintiff was assigned his debt, and plaintiff failed to allege in the Foreclosure Complaint that it has the authority to foreclose; and (iv) the 90-day Pre-Foreclosure Notice was inadequate. See Exhibit J annexed to the Priore Declaration. In addition, Halstead asserted counterclaims that included, among others: (i) the Steven J. Baum law firm was closed and settled with the New York State Attorney General’s Office for robo-signing and other fraudulent foreclosure activity; (ii) a review of his assignment documents indicate that John Kerr robo-signed these documents and such assignment was a fraud; and (iii) plaintiff used “defective supporting documents” to support a second action where the first foreclosure action was dismissed. See id.

27. On August 21, 2012, the Debtors received workout package materials from Halstead, but the package was deficient and missing a number of documents needed to complete the loan workout. See id. ¶ 22.

28. As of February 16, 2013, the date Ocwen began servicing Halstead’s loan, the Mortgage account was due for the September 1, 2009 payment and all subsequent payments. See id. ¶ 23.

29. On March 14, 2013, the GMACM, through its servicer, Ocwen, filed a motion for an order to discontinue the Foreclosure Action and cancel the lis pendens (the “Motion to Discontinue”) because it could not be verified that the Notice Letter was sent

correctly to Halstead prior to the commencement of the Foreclosure Action.¹⁰ A copy of the Motion to Discontinue is annexed hereto as Exhibit 4. On April 9, 2013, a hearing was held on the Motion to Discontinue. See Discontinuation Order (defined below), a copy of which is attached hereto as Exhibit 5. At the time of the hearing, there was no opposition to the Motion to Discontinue. See id.

30. On April 15, 2013, the Bronx Court granted the Motion to Discontinue, which (i) discontinued the Foreclosure Action without prejudice and without costs to any party, and (ii) canceled the lis pendens and directed the Bronx County Clerk to discharge the same (the “Discontinuation Order”). See Discontinuation Order, annexed hereto as Exhibit 5.

31. On April 17, 2013, Halstead filed a response to the Motion to Discontinue (the “Response”), seeking to dismiss the Foreclosure Action with prejudice. A copy of the Response is annexed hereto as Exhibit 6. Also on April 17, 2013, the Bronx Court entered the Discontinuation Order in the Foreclosure Action docket, stating that since the Bronx Court decided to discontinue the Foreclosure Action, it declined to more fully address the issues raised in the Response. See Exhibit 5 annexed hereto; see also a copy of the docket for the Foreclosure Action, attached hereto as Exhibit 6. The Foreclosure Action was not dismissed on the merits. See Exhibit 5.

32. On April 26, 2013, Halstead filed a notice of appeal of the Discontinuation Order with the Supreme Court of the State of New York, Appellate Division, Second Judicial Department. A copy of the notice of appeal is annexed hereto as Exhibit 7.

¹⁰ Section 1304 of the New York Real Property Actions and Proceedings Law requires that a pre-foreclosure notice be sent at least 90 days before lender commences legal action against the borrower). See N.Y.R.P.A.P.L. § 1304.

Upon information and belief, Halstead failed to timely perfect the appeal by failing to file a memorandum of law in support of the appeal.

III. Claim No. 2009

33. On or about October 31, 2012, Halstead filed a proof of claim, designated as Claim No. 2009 in the Claims Register, as a general unsecured claim in the amount of \$2,000,000.00 against ResCap. See generally, Exhibit 1. The basis for Halstead's claim is "personal injury for wrongful foreclosure [sic] by Robo Signers and fraudulently falsifying mortgage and note transfers from the originator to the actual holder (Steven J. Baum firm)." See id. Claim No. 2009 only consists of a proof of claim form, and does not append a single document in support of Halstead's asserted claims and/or his damages. See id.

34. On November 8, 2013, the Debtors filed the *Debtors' Fifty-First Omnibus Objection to Claims (Borrower Books and Records Claims – Res Judicata and Wrong Debtor)* [Docket No. 5646] (the 'Fifty-First Omnibus Claims Objection') against, among others, Claim No. 2009 filed by Halstead. Halstead did not file a response to the Fifty-First Omnibus Claims Objection.

35. On December 16, 2013, the Debtors withdrew the Fifty-First Omnibus Claims Objections solely as it related to Claim No. 2009 [Docket No. 6125]. In its notice of withdrawal, the Debtors reserved all rights to object to Claim No. 2009 on any basis at a future point in time.

RELIEF REQUESTED

36. The Borrower Trust hereby files this Objection pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007, and seeks the entry of an order, substantially in the form annexed hereto as Exhibit 2, disallowing and expunging Claim No. 2009 from the Claims Register because (i) the claim fails to state a valid legal basis giving rise to liability on

the part of any Debtor, and (ii) if such claim is not disallowed, then Halstead may potentially receive a wholly improper recovery to the detriment of other Borrower Trust beneficiaries.

37. As explained in further detail below and in the Priore Declaration, the Borrower Trust conducted an exhaustive examination of the Debtors' books and records to assess the allegations made in Claim No. 2009, and believes that there is no merit with respect to Halstead's asserted claims because each fails as a matter of law. Accordingly, the Borrower Trust now files this Objection to Claim No. 2009, which addresses the merits of the allegations set forth therein.

OBJECTION

A. Generally Applicable Law

38. A filed proof of claim is "deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). The party objecting to the proof of claim "bears the initial burden of providing evidence to show that the proof of claim should not be allowed." In re MF Global Holdings, Ltd., Nos. 11-15059 (MG), 11-02790 (MG) (SIPA), 2012 WL 5499847, at * 3 (Bankr. S.D.N.Y. Nov. 13, 2012). If an objection refuting at least one of the claim's essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. See In re Oneida Ltd., 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), aff'd sub nom., Peter J. Solomon Co., L.P. v. Oneida, Ltd., No. 09-cv-2229, 2010 U.S. Dist. LEXIS 6500 (S.D.N.Y. Jan. 22, 2010); In re Rockefeller Ctr. Props., 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000), aff'd sub nom., NBC v. Rockefeller Ctr. Props. (In re Rockefeller Ctr. Props.), 266 B.R. 52 (S.D.N.Y. 2001), aff'd, 46 F. App'x 40 (2d Cir. 2002). The burden of persuasion is on the holder of a proof of claim to establish a valid claim against a debtor. Feinberg v. Bank of N.Y. (In re Feinberg), 442 B.R. 215, 220-22 (Bankr. S.D.N.Y. 2010).

39. Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law....” 11 U.S.C. 502(b)(1). Whether a claim is allowable “generally is determined by applicable nonbankruptcy law.” In re W.R. Grace & Co., 346 B.R. 672, 674 (Bankr. D. Del. 2006). “What claims of creditors are valid and subsisting obligations against the bankrupt at the time a petition is filed, is a question which, in the absence of overruling federal law, is to be determined by reference to state law.” In re Hess, 404 B.R. 747, 749 (Bankr. S.D.N.Y. 2009) (quoting Vanston Bondholders Protective Comm. v. Green, 329 U.S. 156, 161 (1946)). In this matter, New York law governs.

40. Several courts, including those in this district, have applied the federal pleadings standards when assessing the validity of a proof of claim. See Bankruptcy Rule 7008 (incorporating FED. R. CIV. P. 8(a)(2) standard requiring a pleading to “contain . . . a short and plain statement of the claim showing that the pleader is entitled to relief”) and Bankruptcy Rule 7009 (incorporating FED. R. CIV. P. 9(b) heightened pleading standard); see also In re DJK Residential LLC, 416 B.R. 100, 106 (Bankr. S.D.N.Y. 2009) (“In determining whether a party has met their burden in connection with a proof of claim, bankruptcy courts have looked to the pleading requirements set forth in the Federal Rules of Civil Procedure.”) (citing In re Rockefeller Ctr. Props., 272 B.R. at 542 n.17, aff’d sub nom., NBC v. Rockefeller Ctr. Props., 226 B.R. 52, aff’d, 46 F. App’x 40; Flake v. Alper Holdings USA, Inc. (In re Alper Holdings USA, Inc.), 398 B.R. 736, 748 (Bankr. S.D.N.Y. 2008) (“The documents attached to the proofs of claim should be treated, for purposes of a motion to disallow claims, like documents that are attached to or relied upon in a complaint are treated on a Rule 12(b)(6) motion to dismiss.”) (citation omitted). Under Rule 9(b), for allegations involving fraud, “a party must state with

particularity the circumstances constituting fraud or mistake.” FED. R. CIV. P. 9(b). “The particularity rule serves an important purpose in fraud actions by alerting defendants to the ‘precise misconduct with which they are charged’ and protecting defendants ‘against spurious charges of immoral and fraudulent behavior.’” Ziemba v. Cascade Int’l Inc., 256 F.3d 1194, 1202 (11th Cir. 2001) (internal citations omitted). In addition, Rule 12(b)(6) of the Federal Rules of Civil Procedure (“Rule 12(b)(6)”), as incorporated by Bankruptcy Rule 7012, should apply to objections to proofs of claim. Accordingly, the substantive adequacy of Claim No. 2009 on its face should be judged by Rule 12(b)(6), which tests whether a pleading states a claim for relief.

41. Under Rule 12(b)(6) of the Federal Rules of Civil Procedure, a claim may be dismissed because of a “failure to state a claim upon which relief can be granted.” FED. R. CIV. P. 12(b)(6). A dismissal under Rule 12(b)(6) may be based on the lack of a cognizable legal theory or on the absence of sufficient facts alleged under a cognizable legal theory. Johnson v. Riverside Healthcare Sys., 534 F.3d 1116, 1121 (9th Cir. 2008); Navarro v. Block, 250 F.3d 729, 732 (9th Cir. 2001). In reviewing a complaint under Rule 12(b)(6), all allegations of material fact are taken as true and construed in the light most favorable to the non-moving party. Marceau v. Blackfeet Hous. Auth., 540 F.3d 916, 919 (9th Cir. 2008); Vignolo v. Miller, 120 F.3d 1075, 1077 (9th Cir. 1997). The Court, however, is not required to “‘accept as true allegations that are merely conclusory, unwarranted deductions of fact, or unreasonable inferences.’” Hartman v. Gilead Scis. (In re Gilead Scis. Sec. Litig.), 536 F.3d 1049, 1055 (9th Cir. 2008) (quoting Spewell v. Golden State Warriors, 266 F.3d 979, 988 (9th Cir. 2001)). Although they may provide the framework for a complaint, legal conclusions need not be accepted as true, and “[t]hreadbare recitals of the elements of a cause of action, supported by

mere conclusory statements, do not suffice.” Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009); see also Warren v. Fox Family Worldwide, Inc., 328 F.3d 1136, 1139 (9th Cir. 2003).

B. Halstead’s Claim No. 2009 Has No Merit

42. *Pro se* papers are to be held “to less stringent standards than formal pleadings drafted by lawyers.” Haines v. Kerner, 404 U.S. 519, 520 (1972); see also Satchell v. Dilworth, 745 F.2d 781, 785 (2d Cir. 1984) (instructing that “a *pro se* litigant should be afforded every reasonable opportunity to demonstrate that he [or she] has a valid claim.”). However, even under this flexible standard, Claim No. 2009, when viewed in the most generous light possible, suffers from several fatal defects. As demonstrated below, each of the claims asserted against ResCap fails as a matter of law. Accordingly, Claim No. 2009 should be disallowed and expunged in its entirety because Halstead has failed to prove by a preponderance of evidence that any Debtor is liable to him for any amounts.

(i) Halstead’s Wrongful Foreclosure Claim Is Without Merit.

43. Halstead alleges that the Debtors wrongfully foreclosed on his Property because certain loan documents were purportedly fraudulently robo-signed by the Steven J. Baum law firm. However, Halstead fails to allege with any factual specificity what actions the Debtors took toward foreclosure, and how such actions specifically harmed Halstead. Accordingly, this cause of action for wrongful foreclosure cannot survive. See Pawaroo v. Countrywide Bank, et al., No. 09-CV-2924 (ARR) (SMG), 2010 WL 1048822, at *7 (E.D.N.Y. Mar. 18, 2010) (finding mortgagor failed to allege unlawful interference with property to succeed under New York law for claim of alleged abuse of, among other things, foreclosure process, and citing to Lezynski v. Kasprzyk, 281 A.D. 346, 347 (App. Div. 4th Dep’t 1953) for proposition that cause of action for wrongful foreclosure, if any, accrues “upon the entry of judgment of foreclosure and sale . . .”).

44. First, a wrongful act did not cause the property to come into the hands of the Debtors. To the contrary, Halstead willingly entered the loan transaction, which resulted in his obtaining a \$399,480.00 loan to purchase the Property, causing the Mortgage to be placed on the Property. See Priore Declaration at ¶ 7. Halstead cannot contend that a “wrongful act” resulted in the Mortgage, nor can Halstead contend that a “wrongful act” resulted in GMACM, as owner and servicer of the loan, taking action to foreclose on the Property. Halstead’s payments on the Mortgage were delinquent since September of 2009. For nearly two years prior to the filing of the Foreclosure Complaint, the Debtors attempted to work with Halstead on loss mitigation alternatives to foreclosure. However, when those efforts proved unsuccessful – due to Halstead’s failure to remit the documents requested or respond to GMACM’s offers – the Debtors had the right to initiate foreclosure activity. GMACM was the recipient of the valid assignment of the Note and Mortgage, and performed its obligations as the assigned beneficial owner and servicer of that Note when it commenced foreclosure proceedings on the Property. In sum, GMACM had valid possession of the Mortgage and Note at the time of foreclosure, and acted pursuant to its right as owner and servicer of Halstead’s loan, and pursuant to a valid Note and Mortgage.

45. Moreover, New York courts do not recognize “attempted wrongful foreclosure” as a cause of action. The foreclosure sale was never consummated; this, combined with the fact that the Debtors did not engage in wrongful and/or fraudulent conduct and that Halstead remains in possession of the Property, makes it difficult to see how Halstead can properly assert a valid claim for wrongful foreclosure. GMACM chose to discontinue the Foreclosure Action because it was unable to verify that the Notice Letter was sent correctly to Halstead one year prior to the commencement of the Foreclosure Action, not due to any

purported robo-signing. See Exhibit 4 annexed to the Objection. In addition, the Bronx Court never made such a finding when it entered its Discontinuation Order. See Exhibit 5 annexed to the Objection. Moreover, Halstead provides no evidence to support his conclusory statement that forms the entire basis for Claim No. 2009.

46. The basis of Halstead's Claim No. 2009 is grounded in Halstead's conclusory and unsubstantiated allegation that the Steven J. Baum law firm¹¹ was involved in the purportedly improper Mortgage and Note transfers. See Exhibit 1. The Steven J. Baum firm did not wrongfully or fraudulently refer Halstead's loan to foreclosure in 2010, as Halstead was delinquent on making his Mortgage payments and his loan account was due for the September 1, 2009 payment (and all subsequent payments). Halstead has not demonstrated that the foreclosure complaint filed against him in December of 2010 was wrongful in any way, the result of fraudulent activity, or caused him harm in any way.

47. Halstead also fails to provide any evidence to show a nexus between the Debtors' actions and the alleged robo-signing by the Steven J. Baum law firm, or articulate with particularity a valid legal basis that gives rise to liability on the part of any Debtor. Accordingly, Halstead's assertion that the Debtors' foreclosure-related actions were wrongful is not only woefully unsubstantiated, it is plainly incorrect.

48. Importantly, Halstead fails to provide any facts in support for his claim for damages in any amount, let alone in the amount of \$2,000,000.00 asserted in Claim No. 2009. There is nothing in the record of the Foreclosure Action, nor appended to Claim No. 2009, to show that Halstead was damaged in any way. Halstead remains in possession of the Property. To date, Halstead's account remains delinquent for all Mortgage payments accrued since

¹¹ Upon information and belief, the Steven J. Baum P.C. law firm closed on or about December 31, 2011.

September 1, 2009. Claim No. 2009 fails to show that Halstead was harmed or damaged in any way by ResCap, and therefore, the wrongful foreclosure claim fails against ResCap.

(ii) Halstead's Fraud Claim Is Without Merit.

49. To support his fraud claim, Halstead "must state with particularity the circumstances constituting fraud or mistake." Fed. R. Civ. P. 9(b). "In order to meet the particularity requirement of Rule 9(b), a plaintiff [must] allege the time, place, and content of the alleged misrepresentations on which he or she relied; the fraudulent scheme; the fraudulent intent of the defendants; and the injury resulting from the fraud." Ind. State Dist. Council of Laborers & HOD Carriers Pension & Welfare Fund v. Omnicare, Inc., 719 F.3d 498, 503 (6th Cir. 2013) (alteration in original) (internal quotation marks omitted); see also Matsumura v. Benihana Nat'l, 542 F. Supp. 2d 245, 251 (S.D.N.Y. 2008) (explaining that the "heightened pleading requirements [of Rule 9(b)] are applicable to any claim that 'sounds in fraud.'" (internal citation omitted).

50. Although "[claims] drafted by *pro se* [claimants] are to be construed liberally, [] they must nonetheless be supported by specific and detailed factual allegations sufficient to provide the court and the defendant with 'a fair understanding of what the [claimant] is complaining about and . . . whether there is a legal basis for recovery.'" Kimber v. GMAC Mortg., LLC (In re Residential Capital, LLC), 489 B.R. 489, 494 (Bankr. S.D.N.Y. 2013) (quoting Iwachiw v. N.Y.C. Bd. of Elections, 126 F. App'x 27, 29 (2d Cir. 2005) (ellipsis in original)).

51. In viewing this claim as generously as possible in light of Halstead's status as a *pro se* litigant, the fraud claim is not sufficiently stated against ResCap in Claim No. 2009. Halstead also failed to provide the Debtors with any evidence of fraud by not responding to the Request Letter mailed to him in June of 2013. Halstead has only provided a conclusory

allegation as the “Basis for Claim” on his proof of claim form. See Exhibit 1. Halstead fails to sufficiently plead and demonstrate that any Debtor actually engaged in fraudulent conduct relating to foreclosure activities in connection with his Property. Specifically, Halstead fails to prove that (i) any Debtor misrepresented its interest in the Note, (ii) any Debtor had knowledge of any purported fraud, (iii) any Debtor intended to defraud Halstead, and (iv) Halstead, in relying on such misrepresentation, suffered damages as a result.

52. The fact is, Halstead was delinquent in his mortgage payments, and should not have been surprised that foreclosure proceedings would result from this prolonged delinquency. Further, as discussed above, there is no proof that Halstead suffered any damage, whether legal fees, costs of emotional damages, or any other costs associated with defending the Foreclosure Action. Moreover, Halstead is still in possession of his home and his account remains delinquent on account of missed payments from August 1, 2009 onwards.

C. Claim No. 2009 Is Not Properly Asserted Against Debtor ResCap

53. Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law. . . .” 11 U.S.C. § 502(b)(1).

54. The Borrower Trust diligently analyzed Claim No. 2009 and determined that Halstead has no valid legal justification for asserting such claim against ResCap because ResCap was not a named party in the Foreclosure Action, had no involvement in the origination of the Mortgage and Note, nor was it involved in any loss mitigation activity. Therefore, even if Halstead held a valid claim, which, based on the foregoing arguments, the Borrower Trust contends that he does not, such claim would not be properly asserted against ResCap, as ResCap has no liability due and owing to Halstead.

55. Thus, for each of the reasons set forth above, to avoid the possibility that Halstead receives improper recoveries to the detriment of the Borrower Trust's beneficiaries, the Borrower Trust requests that the Court disallow and expunge Claim No. 2009 in its entirety.

NOTICE

56. The Borrower Trust has provided notice of this Objection in accordance with the Case Management Procedures Order, approved by this Court on May 23, 2012 [Docket No. 141], and the Procedures Order.

CONCLUSION

WHEREFORE, the Borrower Trust respectfully requests entry of an order, substantially in the form of Exhibit 2 attached hereto, (i) disallowing and expunging Claim No. 2009 and (ii) granting such other and further relief as is just and proper.

Dated: November 21, 2014
New York, New York

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum
Jordan A. Wishnew
Meryl L. Rothchild
MORRISON & FOERSTER LLP
250 West 55th St.
New York, New York 10019
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Facsimile: (212) 468-7900

Counsel for The ResCap Borrower Claims Trust

Exhibit 1

Claim No. 2009

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: RESIDENTIAL CAPITAL, LLC, et al	Case Number: 12-12020 (MG)	RECEIVED OCT 31 2012 KURTZMAN CARSON CONSULTANTS
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): TEDDY HALSTEAD		
Name and address where notices should be sent: <div style="background-color: black; width: 300px; height: 30px; margin: 5px 0;"></div>		COURT USE ONLY
Telephone number: <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div> email: gromolus at yahoo.com	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>2,000,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>personal injury for wrongful foreclosure by Robo Signers and fraudulently falsifying mortgage and note transfers from the originator to the actual holder (Steven J. Baum firm)</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
		Amount entitled to priority: \$ _____
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the		



1212020121031000000000012

B 10 (Official Form 10) (12/11)

2

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

RECEIVED

OCT 31 2012

8. Signature: (See instruction #8)

KURTZMAN CARSON CONSULTANTS

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor.
(Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Teddy Halstead
Title: borrower/homeowner
Company: _____
Address and telephone number (if different from notice address above): _____


(Signature)

10/26/2012

(Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Exhibit 2

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
)	

**ORDER GRANTING OBJECTION OF THE RESCAP BORROWER CLAIMS TRUST
TO CLAIM NUMBER 2009 FILED BY TEDDY HALSTEAD**

Upon the objection (the “Objection”)¹ of The ResCap Borrower Claims Trust (the “Borrower Trust”), as successor to Residential Capital, LLC, and its affiliated debtors and debtors in possession (collectively, the “Debtors”) with respect to Borrower Claims, to the Claim No. 2009 and request for entry of an order (the “Order”) pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007 seeking to disallow and expunge Claim No. 2009, all as more fully set forth in the Objection; and the Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Objection having been provided; and upon consideration of the Objection and the Declaration of Kathy Priore, annexed to the Objection as Exhibit 3; and the Court having determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and it appearing that the relief requested in the Objection is in the best interests of the Borrower Trust, the Borrower Trust’s beneficiaries, the Debtors, their

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection.

estates and other parties in interest; and any response to the Objection, if any, having been resolved, withdrawn or otherwise overruled by this Order; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Objection is GRANTED as set forth herein.
2. Claim No. 2009 is hereby disallowed and expunged in its entirety. Specifically, the proof of claim designated as Claim No. 2009 shall no longer be maintained on the Debtors' Claims Register and Kurtzman Carson Consultants LLC, the Claims and Noticing Agent, is directed to disallow and expunge Claim No. 2009.
3. Entry of this Order is without prejudice to the Borrower Trust's right to object to any other claims in the Debtors' Chapter 11 Cases.
4. The Borrower Trust and the Debtors are authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Order.
5. Notice of the Objection as provided therein shall be deemed good and sufficient notice of such objection, and the requirements of Bankruptcy Rule 3007(a), the Case Management Procedures entered on May 23, 2012 [Docket No. 141], the Procedures Order and the Local Rules of this Court are satisfied by such notice.
6. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation or implementation of this Order.

Dated: _____, 2015
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 3

Priore Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
)
)
)
)
)
)

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**DECLARATION OF KATHY PRIORE IN SUPPORT OF
THE RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO
CLAIM NUMBER 2009 FILED BY TEDDY HALSTEAD**

I, Kathy Priore, hereby declare as follows:

1. I serve as Associate Counsel for The ResCap Liquidating Trust (the "Liquidating Trust"), established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al., and the Official Committee of Unsecured Creditors* [Docket No. 6030] confirmed in the above-captioned chapter 11 cases (the "Chapter 11 Cases"). During the Chapter 11 Cases, I served as Associate Counsel in the legal department at Residential Capital, LLC ("ResCap"), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the "Debtors"). On May 1, 2008, I began as in-house litigation counsel at ResCap. Prior to my in-house litigation counsel position, I held various roles within the legal department at ResCap.

2. In my role as Associate Counsel at ResCap, I was responsible for the management of residential mortgage-related litigation. In connection with the Debtors' chapter 11 filing, I also assisted the Debtors and their professional advisors in connection with the administration of the Chapter 11 Cases, including the borrower litigation matters pending before

this Court. In my current position as Associate Counsel to the Liquidating Trust, among my other duties, I continue to assist the Liquidating Trust and Borrower Claims Trust (the “Borrower Trust”) in connection with the claims reconciliation process.¹ I am authorized to submit this declaration (the “Declaration”) in support of *The ResCap Borrower Claims Trust’s Objection to Claim Number 2009 Filed by Teddy Halstead* (the “Objection”).²

3. In my current and former capacities as Associate Counsel to the Liquidating Trust and ResCap, I am intimately familiar with the Debtors’ claims reconciliation process. Except as otherwise indicated, all statements in this Declaration are based on my familiarity with the Debtors’ Books and Records (the “Books and Records”), as well as the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in these Chapter 11 Cases (collectively, the “Schedules”), my review and reconciliation of claims, and/or my review of relevant documents. I or other Liquidating Trust personnel have reviewed and analyzed the proof of claim form and supporting documentation filed by the Claimant. Since the Plan went effective and the Borrower Trust was established, I, along with other members of the Liquidating Trust have consulted with the Borrower Trust to continue the claims reconciliation process, analyze claims and determine the appropriate treatment of the same. In connection with such review and analysis, where applicable, I or other Liquidating Trust personnel, together with professional advisors, have reviewed (i) information supplied or verified by former personnel in departments within the Debtors’ various business units, (ii) the Books and Records, (iii) the

¹ The Liquidating Trust and the Borrower Trust are parties to an Access and Cooperation Agreement, dated as of December 17, 2013, which, among of things, provides the Borrower Trust with access to the books and records held by the Liquidating Trust and the Liquidating Trust’s personnel to assist the Borrower Trust in performing its obligations.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Objection.

Schedules, (iv) other filed proofs of claim, and/or (v) the official claims register maintained in the Debtors' Chapter 11 Cases.

4. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' operations, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors' management or other former employees of the Debtors, the Liquidating Trust, and the Borrower Trust's professionals and consultants. If I were called upon to testify, I could and would testify competently to the facts set forth in the Objection on that basis.

I. Claims-Related Background

5. On June 21, 2013, pursuant to the Procedures Order, the Debtors mailed Halstead a Request Letter, the form of which is annexed hereto as Exhibit A, requesting additional information and documentation in support of Claim No. 2009. The Request Letter states that the claimant must respond within 30 days with an explanation setting forth the legal and factual reasons why the claimant believes he is owed money or is entitled to other relief from the Debtors and that the claimant must provide copies of all supporting documents that he believes support the basis for the Proof of Claim. See Request Letter at 1. The Request Letter further provides that if the claimant fails to provide an explanation and the supporting documentation, the Debtors may file a formal objection to the proof(s) of claim, seeking to have the proof(s) of claim disallowed and permanently expunged. See id.

6. Halstead did not respond to the Request Letter.

II. Events Leading to Foreclosure Actions

A. The Halstead Loan

7. Halstead is a Borrower under a residential mortgage loan (the “Mortgage”) that was originated by Fairmont Funding, Ltd. (“Fairmont”) on or about March 27, 2009. See Mortgage attached as Exhibit B hereto. The Mortgage, recorded in the County of Bronx on April 20, 2009, was executed and delivered to Mortgage Electronic Registration Systems, Inc. (“MERS”), as nominee for Fairmont. See id. The loan was evidenced by a note in the amount of \$399,480.00 (the “Note”), which was secured by real property located at 872 East 216th Street, Bronx, New York, 10467 (the “Property”). See Note, also attached as Exhibit B hereto. Shortly after the Mortgage’s origination, GMAC Bank, n/k/a/ Ally Bank (“Ally Bank”), a non-Debtor entity, purchased the Mortgage from Fairmont. The Note was endorsed from Fairmont to Ally Bank, and subsequently to GMAC Mortgage, LLC (“GMACM”) and then to The Bank of New York Mellon Trust Company, N.A. (“BONY Mellon”), as FHA Qualified Trustee for ResCap Liquidating Trust. GMACM serviced the loan from March 27, 2009 until servicing transferred to Ocwen Loan Servicing, LLC (“Ocwen”) on February 16, 2013.

8. On November 6, 2010, MERS, as nominee for Fairmont, assigned Fairmont’s rights under the Mortgage to Debtor GMACM. See Exhibit C annexed hereto. This assignment was recorded on December 1, 2010. See id.

9. On July 9, 2014, GMACM assigned the Mortgage to BONY Mellon. See Exhibit D annexed hereto. On August 1, 2014, this assignment was recorded in the Bronx County records. See id.

B. Foreclosure Actions and Related Loss Mitigation Activities for the Halstead Loan

10. Halstead became delinquent on his Mortgage by failing to make the July 1, 2009 payment. On September 11, 2009, the Debtors approved Halstead for a forbearance repayment plan, pursuant to which Halstead made payments in September, October, November, and December of 2009. See Exhibit E annexed hereto. This plan expired on March 5, 2010 pursuant to the agreement's terms. See id. Halstead failed to remit payments due on January 11, 2010 and February 11, 2010, respectively, as required by the terms of the forbearance repayment plan.

11. On both January 25, 2010 and March 8, 2010, the Debtors mailed loan workout packages to Halstead, as a result of the forbearance repayment plan expiring and as part of the HOPE campaign to assist Halstead in becoming current on his Mortgage payments.

12. On September 15, 2010, the Debtors referred the foreclosure to the Steven J. Baum law firm, as the account was due for the September 1, 2009 payment.

13. On December 6, 2010, as a result of Halstead's continued delinquency on making any Mortgage payments due since September 1, 2009, the Steven J. Baum law firm filed a complaint with the State of New York Supreme Court, County of Bronx (the "Bronx Court"), Index No. 382154/10. See Exhibit F annexed hereto.

14. On or about May 2, 2011, GMACM withdrew the foreclosure action due to the expiration of the 90-day default notice sent to Halstead.

15. It is my understanding that on May 16, 2011, the Debtors prepared and sent Halstead a notice letter (the "Notice Letter") stating that the Mortgage was 622 days in default, and that Halstead was at risk of losing the Property. See Exhibit G annexed hereto. The Debtors appended to the Notice Letter a list of government-approved housing counseling

agencies in Halstead's area that provide free or very low-cost counseling to assist Halstead in assessing his financial condition, exploring the possibility for a loan modification, debt repayment plan, or forbearance agreement. See id.

16. Also on or about May 16, 2011, GMACM filed a pre-foreclosure notice with the New York State Banking Department, and mailed Halstead a 90-day notice letter pursuant to New York law requirements. See Exhibit H annexed hereto.

17. On August 18, 2011 and on December 5, 2011, the Debtors referred Halstead's loan to the Rosicki, Rosicki & Associates, PC ("Rosicki") firm as the account was still due for the September 1, 2009 payment.

18. On April 4, 2012, at Halstead's request, the Debtors mailed Halstead a loan workout package.

19. On June 11, 2012, the Debtors mailed to Halstead a "cash for keys" solicitation, but received no response from Halstead.

20. On June 21, 2012, GMACM filed a summons and complaint (the "Foreclosure Complaint") against Teddy Halstead, among other defendants, with the Supreme Court of the State of New York, County of Bronx (the "Bronx Court"), Index No. 380678-2012 (the "Foreclosure Action"), to foreclose on the Property pursuant to the terms of the Note and the Mortgage and Halstead's default thereunder. See Exhibit I annexed hereto. The law firm representing GMACM was Rosicki. See id. On that same date, the Debtors also filed with the Bronx County Clerk a lis pendens against the Property.

21. On or about July 16, 2012, Halstead, appearing pro se, filed an answer to the Foreclosure Complaint (the "Answer"). See Exhibit J annexed hereto. In the Answer, in addition to asserting a general denial of the Foreclosure Complaint's allegations, Halstead pled

the following defenses and affirmative defenses: (i) plaintiff lacked standing to sue because it was not the legal owner of the note and/or mortgage at the time it commenced the Foreclosure Action; (ii) Halstead did not receive the “Help for Homeowners in Foreclosure” that was supposed to be served with the summons and Foreclosure Complaint; (iii) Halstead had no knowledge that plaintiff was assigned his debt, and plaintiff failed to allege in the Foreclosure Complaint that it has the authority to foreclose; and (iv) the 90-day Pre-Foreclosure Notice was inadequate. See id. In addition, Halstead asserted counterclaims that included, among others: (i) the Steven J. Baum law firm was closed and settled with the New York State Attorney General’s Office for robo-signing and other fraudulent foreclosure activity; (ii) a review of his assignment documents indicate that John Kerr robo-signed these documents and such assignment was a fraud; and (iii) plaintiff used “defective supporting documents” to support a second action where the first foreclosure action was dismissed. See id.

22. On August 21, 2012, the Debtors received workout package materials from Halstead, but the package was deficient and missing a number of documents needed to complete the loan workout.

23. As of February 16, 2013, the date Ocwen began servicing Halstead’s loan, the Mortgage account was due for the September 1, 2009 payment and all subsequent payments.

[Remainder of Page Intentionally Left Blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Dated: November 21, 2014

/s/ Kathy Priore
Kathy Priore
Associate Counsel for The ResCap
Liquidating Trust

Exhibit A

Request Letter Sent by the Debtors to Mr. Halstead



MORRISON | FOERSTER

June 21, 2013

Claim Number: XXX

Dear Claimant:

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC and other affiliated debtors and debtors in possession (collectively, the "Debtors") pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case"), and we need additional information from you regarding the claim(s) ("claim") you are asserting against the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We reviewed a copy of the Proof of Claim form and documents that you filed in the ResCap bankruptcy case. A copy of your Proof of Claim form is enclosed for your reference. According to our records, you have filed a lawsuit against one or more of the Debtors. Please reply using the attached form and let us know whether the basis for and amount of the claim contained in the Proof of Claim form are the same or different in any way from the claim you have asserted in your lawsuit against the Debtors. Please ensure that you provide specific detail and support as to the basis for and amount of claim referenced in your Proof of Claim. If your lawsuit has been dismissed or withdrawn, please provide a specific explanation as to why you believe that you are still owed money or entitled to other relief from one or more of the Debtors.

You Must Respond to this Letter by no Later Than July 22, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you **must** respond to this letter by no later than July 22, 2013 with the requested information and an explanation stating the legal and factual reasons why you believe you are owed money or are entitled to other relief from one or more of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases). You **must** also provide copies of any and all documentation that you believe supports the basis for and amount of your claim. A form is included with this letter to assist you in responding to our request for additional information.

Consequences of Failing to Respond:

If you do not provide the requested information regarding the basis for and amount of your claim and the supporting documentation by July 22, 2013, the Debtors may file a formal objection to your Proof of Claim on one or more bases, including that you failed to provide sufficient information and documentation to support your claim. If the Debtors file such an objection and it is successful, your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for and amount of your claim.

For Those With a Mortgage Loan Originated or Serviced by One of the Debtors:

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the loan number and property address that the loan relates to in the information and any documentation that you send us, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Questions:

If you have any questions about this letter, or need help in providing the requested information and document(s), you should contact an attorney. You may also contact the Special Counsel to the Official Committee of Unsecured Creditors¹ with general questions (contact information provided below):

SPECIAL COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

SILVERMANACAMPORA LLP
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
Telephone: 866-259-5217
Website: <http://silvermanacampora.com>
E-mail address: rescapborrower@silvermanacampora.com

You must send the requested information and document(s) supporting your claim on or before the date provided in this letter to either;

- (i) Claims.Management@gmacrescap.com; or
- (ii) Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

Please mark each document you send with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

¹ Please be advised that SilvermanAcampora LLP does not represent you individually and, therefore, cannot provide you with legal advice.

Exhibit B

Halstead Mortgage and Note

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 12
Document ID: [REDACTED]

Document Date: 03-27-2009

Preparation Date: 04-15-2009

Document Type: MORTGAGE

Document Page Count: 11

PRESENTER:

PICK UP AT KINGS CITY REGISTER'S OFFICE
RIVERFRONT ABSTRACT CORP.
45 MAIN STREET, SUITE 1052
BROOKLYN, NY 11201
718-797-5200
jgentili@riverfrontcorp.com

RETURN TO:

SMI-FAIRMONT FUNDING DOCS
9700 BISSONNET, SUITE 1500
MAILSTOP-TD 127
HOUSTON, TX 77036

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	4674	91 Entire Lot		872 EAST 216 STREET
Property Type: DWELLING ONLY - 2 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
MORTGAGOR/BORROWER:

TEDDY HALSTEAD
872 EAST 216TH STREET
BRONX, NY 10467

MORTGAGEE/LENDER:

MERS
P.O. BOX 2026
FLINT, MI 48501

FEES AND TAXES
Mortgage

Mortgage Amount: \$ 399,480.00

Taxable Mortgage Amount: \$ 399,480.00

Exemption:

TAXES: County (Basic): \$ 1,997.50

City (Additional): \$ 3,995.00

Spec (Additional): \$ 0.00

TASF: \$ 998.75

MTA: \$ 1,168.50

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 8,159.75

Recording Fee: \$ 92.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 04-20-2009 16:41

City Register File No (CRFN):

2009000116452



Annette McMill

City Register Official Signature

After Recording Return To:
SMI - Fairmont Funding Docs
9700 Bissonnet, Suite 1500 Mailstop - TD 127
Houston, TX 77036

[Space Above This Line For Recording Data]

MORTGAGE

FHA CASE NO

MIN: [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on **March 27, 2009**
The mortgagor is **Teddy Halstead**, *872 East 216th St, Bronx, NY 10467.*

Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. 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. **Fairmont Funding, LTD., New York Corporation**

("Lender") is organized and existing
, and

under the laws of **The State of New York**
has an address of **1333 60th Street, 2nd Floor, Brooklyn, NY 11219**

Borrower owes Lender the principal sum of **Three Hundred Ninety Nine Thousand Four Hundred Eighty and no/100** Dollars (U.S. \$ **399,480.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **April 01, 2039**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 the following described property located in **Bronx** County, New York:

See attached legal description

NEW YORK FHA MORTGAGE

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HU2520 Halstead

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which has the address of

872 East 216th Street
[Street]

Bronx
[City]

New York

10467
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:
FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
THIRD, to interest due under the Note;

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FOURTH, to amortization of the principal of the Note; and
FIFTH, to late charges due under the Note.

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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

NEW YORK FHA MORTGAGE

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

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

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

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within

from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to

from the date hereof, declining to insure this Security

Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

NEW YORK FHA MORTGAGE

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HU2520 Halstead

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12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by applicable law and will
NEW YORK FHA MORTGAGE

have the right to add all reasonable attorneys' fees to the amount Borrower owes Lender, which fees shall become part of the Sums Secured.

Lender may require immediate payment in full under this paragraph 18 only if all of the following conditions are met:

(a) Borrower fails to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument.

(b) Lender sends to Borrower, in the manner described in paragraph 13 of this Security Instrument, a notice that states:

(i) The promise or agreement that Borrower failed to keep or the default that has occurred;

(ii) The action that Borrower must take to correct that default;

(iii) A date by which Borrower must correct the default. That date must be at least 30 days from the date on which the notice is given;

(iv) That if Borrower does not correct the default by the date stated in the notice, Lender may require immediate payment in full, and Lender or another person may acquire the Property by means of foreclosure and sale.

(v) That if Borrower meets the conditions stated in paragraph 10 of this Security Instrument, Borrower will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required; and

(vi) That Borrower has the right in any lawsuit for foreclosure and sale to argue that Borrower kept the promises and agreements under the Note and under this Security Instrument, and to present any other defenses that Borrower may have.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Lender's Obligation to Discharge This Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. Borrower will pay all costs of recording the discharge in the proper official records. Borrower agrees to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that Borrower pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Agreements About New York Lien Law. Borrower will receive all amounts lent by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Security Instrument is recorded, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, Borrower will: (A) hold all amounts which Borrower receives and which Borrower has a right to receive from Lender under the Note as a "trust fund"; and (B) use those amounts to pay for that construction or work before Borrower uses them for any other purpose. The fact that Borrower is holding those amounts as a "trust fund" means that for any building or other improvement located on the Property Borrower has a special responsibility under the law to use the amount in the manner described in this paragraph 20.

21. Borrower's Statement Regarding the Property [check box as applicable].

☐ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

☐ This Security Instrument does not cover real property improved as described above.

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

[Check applicable box(es)].

☐ Condominium Rider

☐ Graduated Payment Rider

☐ Growing Equity Rider

☐ Planned Unit Development Rider

☐ Adjustable Rate Rider

☐ Rehabilitation Loan Rider

☐ Non-Owner Occupancy Rider

☒ Other [Specify]

1-4 Family Rider

NEW YORK FHA MORTGAGE


ITEM 2848L6 (0509)—MERS

HU2520 Halstead

(Page 6 of 7 pages)

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To Order Call 1-800-988-5775


BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 7 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

 (Seal) _____ (Seal)
Teddy Halstead -Borrower -Borrower

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

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

Witness:



Witness:

State of New York)

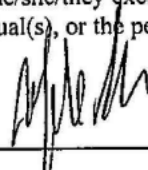
) SS.:

County of Bronx)

On the 27th day of March in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Teddy Halstead**

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

MORDECHAI POLLAK
Notary Public, State of New York
No. 01PO6099252
Qualified in Rockland County
Commission Expires September 29, 2011

 _____
Notary Public

SEAL

NEW YORK FHA MORTGAGE

ITEM 284817 (0509)—MERS
HU2520 Halstead

(Page 7 of 7 pages)

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Schedule A Description

Title Number [REDACTED]

Page 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of East 216th Street, distant 22.23 feet Westerly from the corner formed by the intersection of the Southerly side of East 216th Street and the Westerly side of Bronxwood avenue.

RUNNING THENCE Southerly at right angles to the Southerly side of East 216th Street and part of the distance through a party wall 78.23 feet to the Southerly line of tax lot No 1 Block 4674 in Section 16 on tax map of City of New York, for Borough of Bronx, as said map was on November 3, 1953.

THENCE Westerly and part of the distance along Southerly line of said tax lot, a distance of 20 feet to a point on a line drawn at right angles to the Southerly side of East 216th Street and distant 78.24 feet Southerly thereon;

THENCE Northerly again at right angles to the Southerly side of East 216th Street and part of the distance through another party wall 78.24 feet to the Southerly side of East 216th Street and ;

THENCE Easterly along the Southerly side of East 216th Street 20 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY:

Premises are known as and or by: 872 East 216th Street, Bronx, NY
Block: 4674 Lot: 91

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **27th** day of **March 2009**, 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 (the "Borrower") to secure Borrower's Note to **Fairmont Funding, LTD., New York Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
872 East 216th Street
Bronx, NY 10467

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.


If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this 1-4 Family Rider.

 (Seal) _____ (Seal)
Teddy Halstead -Borrower -Borrower

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

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

MULTISTATE 1-4 FAMILY RIDER—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

ITEM 1790L3 (0411)

HU2520 Halstead

(Page 3 of 3 pages)

Form 3170 1/01

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To Order Call: 1-800-968-5775

NOTE

FHA CASE NO.

March 27, 2009

[Date]

**872 East 216th Street
Bronx, NY 10467**

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **Fairmont Funding, LTD., New York Corporation**

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Three Hundred Ninety Nine Thousand Four Hundred Eighty and no/100** Dollars (U.S. \$ **399,480.00**), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Five and One Half**

percent (**5.5000%**) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **May 01, 2009**. Any principal and interest remaining on the first day of **April 2039**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **Fairmont Funding, LTD., 1333 60th Street, 2nd Floor, Brooklyn, NY 11219**

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$**2,268.20**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FHA FIXED RATE NOTE

6/96

ITEM 6432L1 (9606)

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HU2520 Halstead

(Page 1 of 3 pages)

To Order Call: 1-800-968-5775

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge

☐ Graduated Payment Allonge

☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent (**4.0000%**) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

MULTISTATE FHA FIXED RATE NOTE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.



Teddy Halstead (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

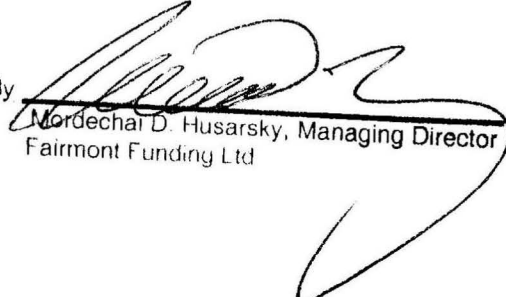
(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

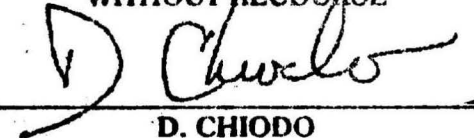
PAY TO THE ORDER OF
WITHOUT RECOURSE

GMAC Bank

By 

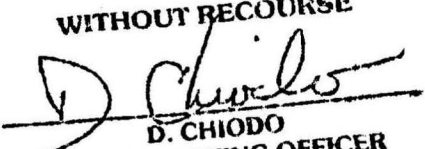
Mordechai D. Husarsky, Managing Director
Fairmont Funding Ltd

PAY TO THE ORDER OF
GMAC MORTGAGE, LLC
WITHOUT RECOURSE



D. CHIODO
ASSISTANT SECRETARY
GMAC BANK

PAY TO THE ORDER OF
WITHOUT RECOURSE



D. CHIODO
LIMITED SIGNING OFFICER
GMAC MORTGAGE, LLC f/k/a
GMAC MORTGAGE CORPORATION

MULTISTATE FHA FIXED RATE NOTE

ITEM 6432L3 (9606)
HU2520 Halstead

(Page 3 of 3 pages)

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To Order Call: 1-800-968-5775

Exhibit C

Assignment of Mortgage from MERS to GMACM

ASSIGNMENT OF MORTGAGE

Original Lender: **Mortgage Electronic Registration Systems Inc., as nominee for Fairmont Funding, Ltd.**

Know that,

Mortgage Electronic Registration Systems Inc., as nominee for Fairmont Funding, Ltd., 3300 SW 34th Ave Suite 101, Ocala, FL 34474, assignor,

in consideration of the sum of One and No/100th Dollars and other good valuable consideration dollars, paid by

GMAC Mortgage, LLC, 1100 Virginia Drive, Ft. Washington, PA 19034, assignee

hereby assigns unto the assignee, a certain mortgage made by TEDDY HALSTEAD, given to secure payment of the sum of **Three hundred and ninety nine thousand four hundred and eighty dollars (\$399,480.00)** and interest, dated **the 27th day of March, 2009**, recorded on **the 20th day of April, 2009**, in the office of the Clerk of the County of **Bronx**, at Instrument No. [REDACTED]

covering premises **872 EAST 216TH STREET, BRONX, NY 10467, SBL #Block 4674 Lot 91,**

together with the Assignor's beneficial interest under the Mortgage, and the moneys due and to grow due thereon with the interest,

This said mortgage has not been otherwise assigned of record.

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

THIS Assignment is not subject to the requirement of Section 275 of the Real Property Law because it is within the secondary mortgage market.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 6 day of November, 2010.

IN PRESENCE OF

Mortgage Electronic Registration Systems Inc., as nominee for Fairmont Funding, Ltd.

BY: [Signature]
Name: John Kerr, Vice President
Title: _____

Pennsylvania

State of _____

County of Montgomery ss:

On the 6 day of November in the year 2010 before me, the undersigned, a notary public in and for said state, personally appeared John Kerr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Ft. Washington, PA. (Insert city or political subdivision and state or other place acknowledgment taken--- if acknowledgment is taken outside of New York State)

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Mary Lynch, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 3, 2014
Member, Pennsylvania Association of Notaries

SEAL

Stanton J. Baum, PC
200 N. 1st St., Suite B
Allentown, NY 14223

RJR

2010-762

Exhibit D

Assignment of Mortgage from GMACM to The Bank of New York Mellon, N.A.

ASSIGNMENT OF MORTGAGE

New York

This ASSIGNMENT OF MORTGAGE from GMAC MORTGAGE LLC ("Assignor") to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST, ("Assignee")
x 1100 Virginia Dr Fort Washington, PA 19034

For the sum of ten dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the Assignee, its successors, transferees and assigns forever all of the rights, title and interest together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon of said Assignor in and to the following instrument describing land therein, duly recorded in the Office of the County Recorder of BRONX County, State of NEW YORK, as follows:

Borrowers: TEDDY HALSTEAD

Lender: Mortgage Electronic Registration Systems, Inc. as nominee for Fairmont Funding, LTD

OPB: \$ 399,480.00

Document Date: 03/27/2009

Date Recorded: 04/20/2009

Instrument Number: [REDACTED]

Property Address: 872 EAST 216TH STREET, BRONX, NY 10467

Said Mortgage was assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Fairmont Funding, LTD to GMAC Mortgage, LLC by instrument dated November 6th, 2010, recorded on December 1st, 2010, under instrument number [REDACTED]

If this loan is secured by an interest in a cooperative Apartment, Assignor hereby assigns all of its, right, title and interest in and to the Assignment of Lease and Stock Power executed by the borrower(s) in conjunction with the loan.

This assignment is not subject to the requirement of section two hundred seventy-five (275) and three hundred twenty one (321) of the Real Property Law because it is an assignment within the secondary mortgage market.

xx 1 Wall St. NY, NY 10005

B - 4674 2 - 91

This assignment is made without warranty, express or implied, and without recourse to the Assignor in any event whatsoever.

Dated: 07/ 9 /14

GMAC MORTGAGE LLC

POA Recorded on: July 9th, 2014
Under CRF# [REDACTED]

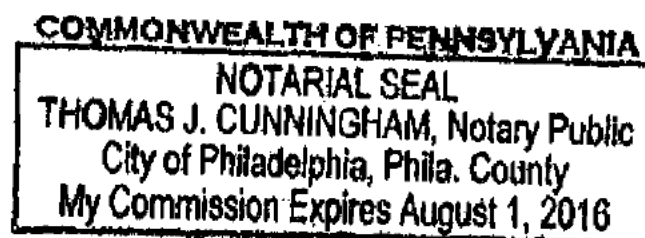
BY: Peter Nocero
NAME: Peter Nocero
TITLE: Contract Management Coordinator, Ocwen Loan Servicing, LLC
STATE OF: Pennsylvania Attorney-in-Fact

OUT OF STATE NOTARY

State of Pennsylvania)
ss:
County of Montgomery)

On 07/ 9 /14 (date) before me Thomas J. Cunningham (Notary's name), a Notary Public in and for Philadelphia (Notary's city) in the State of Pennsylvania (Notary's state) personally appeared Peter Nocero (Affiant's name) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/their signature on the instrument the person(s), of the entity upon behalf of which the person(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the County of Montgomery (County name), State of Pennsylvania (State name).

Witness my hand and official seal,



Thomas J. Cunningham
Notary Name: Thomas J. Cunningham
Notary Expire: 8/1/16

CERTIFICATE OF CONFORMITY

STATE OF Pennsylvania

COUNTY OF Montgomery

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State of Pennsylvania and is a resident of Philadelphia, in the State of Pennsylvania; that he/she is a person duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that the foregoing acknowledgment by Peter Nocero named in the foregoing instrument taken before Thomas J. Cunningham, a notary in the State of Pennsylvania was taken in the manner prescribed by such laws of the State of Pennsylvania, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

Heather Harper ^{HH} 8/7/9/2014
Attorney at law for the State of Pennsylvania
Heather Harper

Exhibit E

Forbearance Agreement

04/10/2009

9/14/2009

GMAC Mortgage

GMAC Mortgage

TEDDY HALSTEAD
PO BOX 985
NEW YORK NY 10035-0806

RE: Account Number [REDACTED]
Property Address 872 EAST 216TH STREET
BRONX NY 10467

Dear TEDDY HALSTEAD :

We recently contacted you by phone to discuss your prior request for payment assistance under the Home Affordable Mortgage Program. While you did not qualify under the guidelines of the modification program, you expressed an interest in an option known as HomeSaver Forbearance™. Under this program, you would make a reduced monthly payment for up to six months.

If you are willing and able to make these reduced monthly payments, please follow the below steps:

- 1) Sign and return the enclosed Forbearance Agreement no later than 9/11/2009 to:
GMAC Mortgage, LLC
Attention: Loss Mitigation
3451 Hammond Ave.
Waterloo IA 50702
- 2) Include your first monthly payment; as instructed in the enclosed Forbearance Agreement.

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 2365
- Western Union using a Code City of HOME and State of IA

You can also fax the executed Forbearance Agreement to us at 1-866-340-5043.

Now is the time to act. We are ready to help you. During the forbearance period you will receive a phone call from one of our representatives to discuss HomeSaver Forbearance Program and to find a long-term solution to avoid foreclosure. Please take advantage of the opportunity to discuss your personal needs and get the help you need.

If you do not want to stay in your home, we will work with you to explore other options available to you. Our goal is to help you through this difficult time. Please contact our office as soon as possible for more information.

If you have any questions regarding this, please contact our office at 1-888-714-4622, between the hours of 7:00 am to 9:00 pm Monday through Thursday Central Standard time, 7:00 am to 6:00 pm Central Standard time Friday and 8:00 am to 12:00 pm Central Standard time on Saturday.

Loss Mitigation Department

Enclosure

Investor Loan # [REDACTED]

HOMESAVER PAYMENT FORBEARANCE AGREEMENT

Forbearance Agreement Effective Date: 9/11/2009

Borrower ("I"): TEDDY HALSTEAD

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/27/2009

Loan Number ("Loan"): [REDACTED]

Property Address ("Property"): 872 EAST 216TH STREET BRONX NY 10467

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am unable to afford my Mortgage payments for the reasons indicated in my Hardship Affidavit (previously provided to Lender) and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the scheduled monthly Mortgage payments under my Loan Documents now or in the near future;
- B. The occupancy status of the Property is as indicated below (circle most appropriate option):
 - a. I live in the Property as my principal residence.
 - b. I use the Property as a second home.
 - c. I use the Property as rental property.
 - d. I live in one unit of the Property and rent other units.
- C. I have not sold or otherwise transferred ownership of the Property since I signed the Loan Documents and the Property has not been condemned;
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for this HomeSaver Forbearance.
- E. All documents and information I have provided to Lender pursuant to this Agreement, including the documents and information regarding my eligibility for the HomeSaver Forbearance program, are true and correct; and
- F. All borrowers on the Note, except any deceased borrowers, have signed this Agreement.

2. **The Payment Deferral Agreement.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Deferral Period Payment").
2. **The Payment Deferral Agreement.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Deferral Period Payment").

Deferral Period Payment No.	Deferral Period Payment	Due Date On or Before
1	\$ 1,955.43	9/11/2009
2	\$ 1,955.43	10/11/2009
3	\$ 1,955.43	11/11/2009
4	\$ 1,955.43	12/11/2009
5	\$ 1,955.43	1/11/2010
6	\$ 1,955.43	2/11/2010

During the period (the "Deferral Period") commencing on the date of this Agreement and ending on the earlier of: (i) 2/11/2010 [6 months from execution date by Lender]; (ii) execution of an agreement with Lender for another resolution of my default under my Loan Documents, for example, a modification, pre-foreclosure sale or deed in lieu of foreclosure; or (iii) my default under the terms of this Agreement.

I understand and acknowledge that:

- A. **Foreclosure Activity.** The Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Agreement. If this Agreement terminates, however, then any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by Applicable Law;
- B. **Application of Payments.** The Lender will hold the payments received during the Deferral Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my Loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full. Upon termination of this Agreement, if I have not entered into another agreement with Lender to cure or otherwise resolve my default under the Loan Document or reinstated my Loan in full, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Agreement and not yet applied to my Loan as described above shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me.
- C. **Additional Assistance.** During the Deferral Period, Lender will review my Loan to determine whether additional default resolution assistance can be offered to me. At the end of the Deferral Period either (1) I will be required to recommence my regularly scheduled payments and to make additional payment(s), on terms to be determined by Lender, until all past due amounts owed under the Loan documents have been paid in full, (2) I will be required to reinstate my Loan in full, (3) Lender will offer to modify my Loan; (4) Lender will offer me some other form of payment assistance or alternative to foreclosure, on terms to be determined solely by Lender with the approval of the investors or insurers on my Loan, or (5) if no feasible alternative can be identified, Lender may commence or continue foreclosure proceedings or exercise other rights and remedies provided Lender under the Loan Documents.
- D. **No Modification.** I understand that the Agreement is not a forgiveness of payments on my Loan or a modification of the Loan Documents. I further understand and agree that the Lender is not obligated or bound to make any modification of the Loan Documents or provide any other alternative resolution of my default under the Loan Documents.
- E. **Late Charges.** Unless otherwise expressly prohibited by Applicable Law, late charges will be assessed against me until the Deferred Payments have been paid in full and my Loan is brought completely current under my Loan documents, even if I make timely payments in accordance with this Agreement.
- F. **Bankruptcy.** If, before all past due amounts are paid, I or any party with an interest in the real property which secures my Loan become subject to a proceeding in bankruptcy, or if my Loan otherwise is subject to protection under bankruptcy laws, I hereby acknowledge and agree that (1) any continued

workout assistance will need to be addressed in the context of the Bankruptcy proceedings, (2) unless expressly prohibited by Applicable Law, Lender, at its option, may terminate this Agreement immediately and automatically, and (3) to the extent allowed by Applicable Law, Lender shall be entitled expressly prohibited by Applicable Law, Lender, at its option, may terminate this Agreement immediately and automatically, and (3) to the extent allowed by Applicable Law, Lender shall be entitled to immediate and automatic relief from the bankruptcy stay upon my breach of any term or condition of this Agreement, or upon Lender's termination of this Agreement.

- G. Property Taxes and Insurance: If Lender does not maintain an impound account with respect to my Loan, it is my responsibility to timely pay all property taxes and premiums for insurance due, as required in my Loan Documents. If Lender does maintain an impound account with respect to my Loan, I agree during the Deferred Payment Period to forward to Lender the amounts required to permit the impound account to contain a sufficient balance so that payments for property taxes and insurance may be timely. My failure to timely pay property taxes or insurance, if there is no impound account, or to forward to Lender sufficient funds so that such payment may be timely made from my impound account, shall constitute an event of default, and, at Lender's option, this Agreement shall terminate immediately and automatically without further notice to me.
- H. Waiver: Any forbearance by Lender in exercising any right or remedy under this Agreement or as otherwise afforded by Applicable Law shall not be a waiver or preclude the exercise of that or any other right or remedy. For example, if Lender decides to accept a partial or untimely payment from me instead of terminating this Agreement as provided herein, Lender shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, and commencing or continuing, as the case may be, foreclosure proceedings or taking any other action permitted by law.
- I. Miscellaneous Provisions: The invalidity of any portion of this Agreement shall in no way affect the balance thereof. Each covenant set forth in this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, successors, assigns, attorneys, agents, employees, representatives (past and present) and each of them. TIME IS OF THE ESSENCE under this Agreement;

3. **Acknowledgement.** I acknowledge that all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

In Witness Whereof, the Lender and I have executed this Agreement.

GMAC Mortgage, LLC

TEDDY HALSTEAD

By: _____

Date

Date

Date

Exhibit F

2010 Foreclosure Complaint

STATE OF NEW YORK
SUPREME COURT: COUNTY OF BRONX

-----X
GMAC MORTGAGE, LLC
3451 Hammond Avenue
Waterloo, IA 50704-5400

Plaintiff,

vs.

TEDDY HALSTEAD, NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD, NEW YORK
CITY PARKING VIOLATIONS BUREAU, NEW
YORK CITY TRANSIT ADJUDICATION BUREAU,

JOHN DOE (Said name being fictitious,
it being the intention of Plaintiff to
designate any and all occupants of
premises being foreclosed herein, and
any parties, corporations or entities,
if any, having or claiming an interest
or lien upon the mortgaged premises.)

Defendant(s).

-----X
TO THE ABOVE NAMED DEFENDANTS:

SUMMONS

ORIGINAL FILED WITH THE
CLERK ON 12/16/10

INDEX NO.: 382154/10

MORTGAGED PREMISES:
872 EAST 216TH STREET
BRONX, NY 10467

SBL #:
BLOCK 4674 LOT 91

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

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

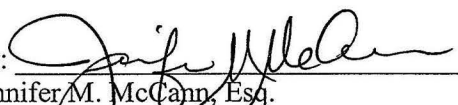
Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

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

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

Bronx County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

DATED: December 3, 2010

By: 
Jennifer M. McCann, Esq.
Steven J. Baum, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway Suite G
Amherst, NY 14228
Tel.: 716-204-2400

The law firm of Steven J. Baum, P.C. and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

STATE OF NEW YORK
SUPREME COURT: COUNTY OF BRONX

-----X
GMAC MORTGAGE, LLC
3451 Hammond Avenue
Waterloo, IA 50704-5400

Plaintiff,

vs.

COMPLAINT

TEDDY HALSTEAD, NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD, NEW YORK
CITY PARKING VIOLATIONS BUREAU, NEW
YORK CITY TRANSIT ADJUDICATION BUREAU,

INDEX NO.: 382154/10

MORTGAGED PREMISES:
872 EAST 216TH STREET
BRONX, NY 10467

JOHN DOE (Said name being fictitious,
it being the intention of Plaintiff to
designate any and all occupants of
premises being foreclosed herein, and
any parties, corporations or entities,
if any, having or claiming an interest
or lien upon the mortgaged premises.)

SBL #:
BLOCK 4674 LOT 91

Defendant(s).

-----X
The Plaintiff by its attorneys, Steven J. Baum, P.C., for its complaint against the Defendant(s) alleges upon information and belief as follows:

FIRST: Plaintiff is a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, the holder of the note and mortgage being foreclosed herein.

SECOND: On or about the 27th day of March, 2009, TEDDY HALSTEAD duly executed and delivered a note whereby TEDDY HALSTEAD promised to pay the sum of \$399,480.00 with interest on the unpaid balance of the debt.

THIRD: That as security for the payment of said note TEDDY HALSTEAD duly executed and delivered a mortgage in the amount of \$399,480.00 which mortgage was recorded as follows and mortgage tax paid thereon:

Recording Date: April 20, 2009
Instrument Number: [REDACTED]
County (or City Register of): City of New York

The mortgage was subsequently assigned to GMAC MORTGAGE, LLC by assignment dated November 6, 2010 and sent for recording in the Office of the City Register of the City of New York.

FOURTH: The mortgaged premises are commonly known as 872 EAST 216TH STREET, BRONX, NY 10467 and more fully described in "Schedule A" attached to this complaint. The tax map designation is known as all or part of SBL: Block 4674 Lot 91.

FIFTH: That the Defendant(s) TEDDY HALSTEAD so named, has/have failed to comply with the conditions of the mortgage and note by failing to pay principal and interest and/or taxes, assessments, water rates, insurance premiums, escrow and/or other charges that came due and payable on the 1st day of September, 2009 as more fully set forth below. Accordingly, Plaintiff elects to call due the entire amount secured by the mortgage.

SIXTH: There is now due and owing on said mortgage the following amounts:

Principal balance: \$397,712.35
Interest Rate: 5.5%
Date interest accrues from: August 1, 2009
Escrow advances: \$7,497.76
Late charges: \$1,809.84
Inspection fees: \$98.00

Together with monies advanced for taxes, insurance, maintenance of premises and the costs, allowances and reasonable attorney's fees if permitted by the mortgage.

SEVENTH: In order to protect its security interest the Plaintiff or its agent has paid or may be compelled to pay during the pendency of this action, taxes, assessments, water rates, insurance premiums and other charges affecting the mortgaged premises. Plaintiff requests that any sums it or its agent has paid, together with interest, be included in the sum otherwise due as provided for and secured by the mortgage.

EIGHTH: Upon information and belief all the defendants herein have or claim to have some interest in or lien upon said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage, or has been paid or equitably subordinated to Plaintiff's mortgage, or has been duly subordinated thereto, or is adverse to that of Plaintiff. The reason for naming said defendants is set forth in "Schedule B" that is attached to this complaint.

NINTH: The reason for naming any governmental agency or instrumentalities of the Federal, State or local government (however designated), is set forth in "Schedule C" that is attached to this complaint.

TENTH: Upon information and belief the defendant(s) "John Doe" are occupants of the premises being foreclosed, or may be any persons, corporations or entities who claim, or may claim, a lien or other interest against the premises.

ELEVENTH: If applicable, the mortgage originated in compliance with Banking Law Sections 595-a and 6-l or 6-m and at the time of commencement of this action, the Plaintiff has complied with all of the provisions of Section 595-a of the Banking law and any rules and regulations promulgated thereunder, Section 6-l and 6-m of the Banking Law, and Sections 1304 and 1306 of the Real Property Actions and Proceedings Law.

TWELFTH: Plaintiff requests that in the event this action proceeds to judgment of foreclosure and sale, said premises be sold subject to: any state of facts an inspection of the premises would disclose or an accurate survey of the premises would show; covenants, restrictions, easements and public utility agreements of record, if any; building and zoning ordinances and possible violations of the same; any rights of tenants or persons in possession of the premises; any equity of redemption of the United States of America to redeem the premises within 120 days; prior mortgages and liens, if any. If the mortgage secures more than one parcel, Plaintiff requests the judgment of foreclosure provide for the sale of the parcels in a particular order to the extent necessary to satisfy the indebtedness.

THIRTEENTH: There are no other actions or pending proceedings at law to collect or enforce the note and mortgage.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT:

1. Adjudging and decreeing the amounts due the Plaintiff for principal, interest, costs, late charges, expenses of sale, allowances and disbursements, reasonable attorney's fees if provided for in the mortgage and any monies advanced and paid which are secured by the mortgage.
2. That the defendants and all persons claiming by, through or under them and every other person or entity whose right, title, conveyance or encumbrance is subsequent to or subsequently recorded, or whose lien is being challenged by being a defendant in this action, be barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises.
3. That the said mortgaged premises, or such part thereof as may be necessary to raise the amounts due as aforesaid, be decreed to be sold according to law subject to the provisions of paragraph "TWELFTH" of this complaint.
4. That out of the monies arising from the sale thereof, the Plaintiff may be paid the amounts due on said note and mortgage, plus those items referenced in paragraph 1, above, together with any sums expended as aforesaid, with interest as allowed by law upon any advances from the dates of the respective payments, so far as the amount of such money properly applicable thereto will pay the same.
5. That either or any of the parties to this action may become a purchaser upon such sale.
6. That this court, if requested, forthwith appoint a receiver of the rents and profits of said premises with the usual powers and duties.
7. That the defendants referred to in paragraph "FIFTH" of this complaint and any original or subsequent obligors so named in this action, may be adjudged to pay any deficiency that may remain after applying all of said monies so applicable thereto, unless the debt has been listed and discharged in a bankruptcy petition, or unless the Plaintiff is unable to produce a copy of the note, in which case no deficiency judgment will be sought.
8. In the event Plaintiff possesses any other liens against the premises, they shall not be merged with the same. Plaintiff specifically reserves its right to share in any surplus monies arising from the sale of the subject premises by virtue of its position as a judgment or other lien creditor, excluding the mortgage being foreclosed herein.
9. That the Plaintiff may have such other and further relief as may be just, equitable and proper.

By: 
Jennifer M. McCann, Esq.
Steven J. Baum, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway Suite G
Amherst, NY 14228
Tel.: 716-204-2400

The law firm of Steven J. Baum, P.C. and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

Schedule A Description

Title Number [REDACTED]

Page 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of East 216th Street, distant 22.23 feet Westerly from the corner formed by the intersection of the Southerly side of East 216th Street and the Westerly side of Bronxwood avenue.

RUNNING THENCE Southerly at right angles to the Southerly side of East 216th Street and part of the distance through a party wall 78.23 feet to the Southerly line of tax lot No 1 Block 4674 in Section 16 on tax map of City of NEW York, for Borough of Bronx, as said map was on November 3, 1953.

THENCE Westerly and part of the distance along Southerly line of said tax lot, a distance of 20 feet to a point on a line drawn at right angles to the Southerly side of East 216th Street and distant 78.24 feet Southerly thereon;

THENCE Northerly again at right angles to the Southerly side of East 216th Street and part of the distance through another party wall 78.24 feet to the Southerly side of East 216th Street and ;

THENCE Easterly along the Southerly side of East 216th Street 20 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY:

Premises are known as and or by: 872 East 216th Street, Bronx, NY
Block: 4674 Lot: 91

SCHEDULE A

Schedule B - Defendants

TEDDY HALSTEAD

Record owner and original mortgagor.

JOHN DOE

Said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest or lien upon the mortgaged premises.

Schedule C - Defendants

NEW YORK CITY TRANSIT
ADJUDICATION BUREAU

Holder of possible judgments against Teddy
Halstead, judgments cannot be certified since
docket books are missing.

NEW YORK CITY PARKING
VIOLATIONS BUREAU

Holder of possible judgments against Teddy
Halstead, see attached.

NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD

Holder of possible judgments against Teddy
Halstead, see attached.

Title No: [REDACTED]		Page 1/4
COUNTY CLERK SEARCH(10/1/2010)		
Last Name: (Halstead) First Name: (Ted) COUNTY: (BRONX)		
Run Date: To: 10/1/2010 *****		
JUDGMENTS -		
Bronx County from (08/90 to 09/30/10)		
Search Parameters- Last:Halstead First:Ted		
All Types Of Liens		
Book Type -- Judgments Docket Judgment Type: NY STATE TAX WARRANT Court: Satisfaction: Full-01/25/2006	Control No. [REDACTED] Index # Effective Date: 11/14/2005 Expiration Date: 11/14/2025 Docket Date:11/14/2005 Date Received:11/14/2005	
Debtor Info: HALSTEAD, TEDDY 2907 KINGSBRIDGE TER BX NY		
Creditor Info: NYS DEPARTMENT OF TAXATION & FINANCE - - - DEPT OF TAXATION ALBANY NY 12201-		
Amount: \$845.04		
END RETURNS *****		
PVB - (Parking Violations Bureau - Ending Date 09/24/10)		
Search Parameters- Last:Halstead First:Ted		
HALSTEAD TEDDY A PO BOX 985 NEW YORK NY 10035 No. of Judgments - 1 Plate No.-DZT7724		
Amt: \$95.00 Interest: \$1.22		
END RETURNS *****		
(Environmental Control Board (Fire and Building) - Ending Date 03/30/10)		
Search Parameters- Last:Halstead First:Ted		

Friday October 01, 2010

1/4

		Page 2/4
HALSTEAD TEDDY 762 NEW JERSEY AVENUE BROOKLYN, NY 11207 ECB Violation No.: 40540466H	Date-10/07	①
Amt: \$300.00		
HALSTEAD TEDDY 762 NEW JERSEY AVENUE BROOKLYN, NY 11207 ECB Violation No.: 40500870N	Date-10/07	②
Amt: \$300.00		
END RETURNS *****		
Uniform Commercial Code from (10/01/1988 - 09/30/10)		
Bronx County Search Parameters- Last:Halstead First:Ted		
END RETURNS *****		
Federal Tax Liens from (01/94 - 09/30/10)		
Manhattan, Bronx, Queens, Kings County Search Parameters- Last:Halstead First:Ted		
END RETURNS *****		

STATE OF NEW YORK
SUPREME COURT: COUNTY OF BRONX

-----X
GMAC MORTGAGE, LLC
3451 Hammond Avenue
Waterloo, IA 50704-5400

Plaintiff,

vs.

TEDDY HALSTEAD, et al.

Defendants.

-----X

SUMMONS AND COMPLAINT

-----X

STEVEN J. BAUM, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway Suite G
Amherst, NY 14228
Tel.: 716-204-2400

Exhibit G

90-Day Notice Letter to Halstead

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

05/16/11

TEDDY HALSTEAD

872 EAST 216TH STREET

BRONX NY 10467

Loan Number:

Property Address: 872 EAST 216TH STREET

BRONX NY10467

Dear TEDDY HALSTEAD

YOU COULD LOSE YOUR HOME. PLEASE READ THE
FOLLOWING NOTICE CAREFULLY

AS OF 05/16/11, YOUR HOME LOAN IS 622 DAYS IN
DEFAULT. UNDER NEW YORK STATE LAW, WE ARE
REQUIRED TO SEND YOU THIS NOTICE TO INFORM YOU
THAT YOU ARE AT RISK OF LOSING YOUR HOME. YOU
CAN CURE THIS DEFAULT BY MAKING THE PAYMENT OF
65604.26 DOLLARS BY 06/15/2011.

IF YOU ARE EXPERIENCING FINANCIAL DIFFICULTY, YOU
SHOULD KNOW THAT THERE ARE SEVERAL OPTIONS
AVAILABLE TO YOU THAT MAY HELP YOU KEEP YOUR HOME.

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ATTACHED TO THIS NOTICE IS A LIST OF GOVERNMENT APPROVED HOUSING COUNSELING AGENCIES IN YOUR AREA WHICH PROVIDE FREE OR VERY LOW-COST COUNSELING. YOU SHOULD CONSIDER CONTACTING ONE OF THESE AGENCIES IMMEDIATELY. THESE AGENCIES SPECIALIZE IN HELPING HOMEOWNERS WHO ARE FACING FINANCIAL DIFFICULTY. HOUSING COUNSELORS CAN HELP YOU ASSESS YOUR FINANCIAL CONDITION AND WORK WITH US TO EXPLORE THE POSSIBILITY OF MODIFYING YOUR LOAN, ESTABLISHING AN EASIER PAYMENT PLAN FOR YOU, OR EVEN WORKING OUT A PERIOD OF LOAN FORBEARANCE. IF YOU WISH, YOU MAY ALSO CONTACT US DIRECTLY AT 800-850-4622 AND ASK TO DISCUSS POSSIBLE OPTIONS.

WHILE WE CANNOT ASSURE THAT A MUTUALLY AGREEABLE RESOLUTION IS POSSIBLE, WE ENCOURAGE YOU TO TAKE IMMEDIATE STEPS TO TRY TO ACHIEVE A RESOLUTION. THE LONGER YOU WAIT, THE FEWER OPTIONS YOU MAY HAVE.

IF THIS MATTER IS NOT RESOLVED WITHIN 90 DAYS FROM THE DATE THIS NOTICE WAS MAILED, WE MAY COMMENCE LEGAL ACTION AGAINST YOU OR SOONER IF YOU CEASE TO LIVE IN THE DWELLING AS YOUR PRIMARY RESIDENCE. IF YOU NEED FURTHER INFORMATION, PLEASE CALL THE NEW YORK STATE BANKING DEPARTMENT'S TOLL-FREE HELPLINE AT 1-877-BANK-NYS (1-877-226-5697) OR VISIT THE DEPARTMENT'S WEBSITE AT

[HTTP://WWW.BANKING.STATE.NY.US](http://www.banking.state.ny.us)

COLLECTIONS DEPARTMENT
GMAC Mortgage, LLC

5:82

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NOTICE: THIS IS AN ATTEMPT TO COLLECT ON A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE ONLY.

IF YOU HAVE FILED FOR BANKRUPTCY OR IF YOU HAVE BEEN DISCHARGED OF YOUR PERSONAL LIABILITY FOR REPAYMENT OF THIS DEBT BY ORDER OF THE BANKRUPTCY COURT, THIS LETTER IS BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY, IT IS NOT AN ATTEMPT TO COLLECT THE DEBT FROM YOU PERSONALLY AND APPLIES ONLY TO OUR RIGHTS WITH REGARD TO THE PROPERTY.

Agencies located in NEW YORK

Agency Name: AFFORDABLE HOUSING PARTNERSHIP
Phone: 518-434-1730-2
Toll Free: Fax: 518-434-1767
Address: 255 Orange St Albany, New York 12210
Website: ahphome.org

Agency Name: CATHOLIC CHARITIES, UNITED TENANTS OF ALBANY
Phone: 518-436-8997
Fax: 518-436-0320
Address: United Tenants of Albany 33 Clinton Ave, Albany, NY 12207;
Catholic Charities of the Albany Diocese 40 N. Main Ave., Albany, NY 12203
Website: <http://www.unitedtenantsalbany.org>

Agency Name: CCCS OF CENTRAL NEW YORK
Phone: 518-482-2227
Toll Free: 800-479-6026
Fax: 518-482-2296
Address: 2 Computer Drive West Albany, New York 12205-1622
Website: <http://www.CreditHelpNY.org>

Agency Name: NY STATE OFFICE OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES (OMRDD)
Phone: 518-473-1973
Fax: 518-473-9784
Address: 44 Holland Avenue, Albany, New York 12229-0001
Website: <http://www.omr.state.ny.us>

Agency Name: TOWN OF EAST HAMPTON-OFFICE OF HOUSING & COMMUNITY DEVELOPMENT
Phone: 631-267-7896
Fax: 631-267-8679
Address: 267 Bluff Road Amagansett, New York 11930
Website: <http://www.town.east-hampton.ny.us>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.
Phone: 631-289-2124-112
Toll Free: 800-300-4362
Fax: 631-289-2178
Address: Amityville/Copague/Farmingdale/ ACE Family Development Center, 48 Cedar Road, Amityville, New York 11701
Website: www.eoc-suffolk.com

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.
Phone: 631-289-2124-112
Toll Free: 800-300-4362
Fax: 631-289-2178
Address: COBRA Office 357 Broadway, Suite 4 Amityville, New York 11701
Website: www.eoc-suffolk.com

Agency Name: CORNELL COOPERATIVE EXTENSION
Phone: 518-885-8995-219
Toll Free: 800-443-0107
Fax: 518-885-9078
Address: 50 W High St Ballston Spa, New York 12020-1979
Website: <http://www.ccesaratoga.org>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.
Phone: 631-289-2124-112
Toll Free: 800-300-4362
Fax: 631-289-2178
Address: E.O.C. of Suffolk Counseling Center 25 Fourth Avenue Bay Shore, New York 11706
Website: www.eoc-suffolk.com

Agency Name: NEW YORK CITY COMMISSION ON HUMAN RIGHTS
Phone: 718-579-6900
Fax: 718-579-6995
Address: 1932 Arthur Avenue, Suite 203A Bronx, New York 10457
Website: <http://www.nyc.gov/cchr>

Agency Name: AFFORDABLE HOUSING CENTERS OF AMERICA, NEW YORK CITY
Phone: 718-246-8080
Fax: 718-246-7939
Address: 2-4 Nevins Street, 2nd Floor Brooklyn, New York 11217-0000
Website: <http://www.ahcoa.org>

Agency Name: BROOKLYN COOPERATIVE FEDERAL CREDIT UNION
Phone: 718-418-8232-202
Fax: 718-418-8252
Address: 1474 Myrtle Ave Brooklyn, New York 11237
Website: <http://www.brooklyn.coop>

Agency Name: BROOKLYN HOUSING AND FAMILY SERVICES
Phone: 718-435-7585
Address: 415 Albermarle Road Brooklyn, New York 11218-2351
Website: n/a

Agency Name: BROOKLYN NEIGHBORHOOD IMPROVEMENT ASSOCIATION
Phone: 718-773-4116-11
Fax: 347-663-9103
Address: 1482 Saint Johns Pl Ste 1F Brooklyn, New York 11213-3929
Website: n/a

Agency Name: CAMBA - CHURCH AVENUE MERCHANTS BLOCK ASSOCIATION, INC.
Phone: 718-282-2500
Address: 884 Flatbush Avenue Brooklyn, New York 11226
Website: n/a

Agency Name: CONSUMER CREDIT COUNSELING SERVICES, A DIVISION OF MMI
Phone: 866-889-9347
Toll Free: 866-346-2227
Address: 26 Court Street, Suite 1801 Brooklyn, New York 11242
Website: <http://www.moneymanagement.org>

Agency Name: CYPRESS HILLS LOCAL DEVELOPMENT CORPORATION
Phone: 718-647-8100
Address: 625 Jamaica Avenue, 3214 Fulton Street, Brooklyn, New York 11208-1203
Website: <http://www.cypresshills.org>

Agency Name: CYPRESS HILLS LOCAL DEVELOPMENT CORPORATION
Phone: 718-647-8100
Fax: 718-647-2104
Address: 3214 Fulton Street Brooklyn, New York 11208-1908
Website: <http://www.cypresshills.org>

Agency Name: GREENPATH
Phone: 888-860-4167
Toll Free: 888-860-4167
Address: 175 Remsen Street, Ste. 1102 Brooklyn, New York 11201
Website: www.greenpath.com

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF BEDFORD-STUYVESANT
Phone: 718-919-2100
Fax: 718-919-2725
Address: 1012 Gates Avenue Brooklyn, New York 11221
Website: www.nhsnyc.org

Agency Name: ST. LAWRENCE COUNTY HOUSING COUNCIL, INC
Phone: 315-386-8576-223
Fax: 315-386-1564
Address: 19 Main Street Canton, New York 13617
Website: <http://www.slchc.org>

Agency Name: PUTNAM COUNTY HOUSING CORPORATION
Phone: 845-225-8493-212
Fax: 845-225-8532
Address: 11 Seminary Hill Road Carmel, New York 10512
Website: <http://www.Putnamhousing.com>

Agency Name: COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND
Phone: 631-471-1215-144
Fax: 631-471-3087
Address: 2100 Middle Country Road Suite 300 Centereach, New York 11720
Website: <http://www.cdcli.org>

Agency Name: ALBANY COUNTY RURAL HOUSING ALLIANCE, INC.
Phone: 518-235-3920
Fax: 518-235-3920
Address: PO Box 83 10 Cayuga Plaza Cohoes, New York 12047
Website: <http://www.acrha.org>

Agency Name: CORTLAND HOUSING ASSISTANCE COUNCIL, INCORPOR
Phone: 607-753-8271-15
Fax: 607-756-6267
Address: 36 Taylor Street Cortland, New York 13045
Website: <http://www.cortlandhousing.org>

Agency Name: CHAUTAUQUA OPPORTUNITIES, INCORPORATED
Phone: 716-363-6364-270
Fax: 716-363-6368
Address: 17 W Courtney St Dunkirk, New York 14048-2754
Website: <http://www.chautauquaopportunities.com>

Agency Name: AMERICAN DEBT RESOURCES
Phone: 631-912-9542-110
Toll Free: 800-498-0766
Fax: 631-912-9030
Address: 248C Larkfield Road East Northport, New York 11731
Website: <http://www.americandebtresources.com>

Agency Name: HOUSING ASSISTANCE PROGRAM OF ESSEX COUNTY
Phone: 518-873-6888
Fax: 518-873-9102
Address: 103 Hand Avenue, PO Box 157, Elizabethtown, New York 12932-0157
Website: <http://www.hapcc.org>

Agency Name: CATHOLIC CHARITIES, ELMIRA, NY
Phone: 607-734-9784-2132
Fax: 607-734-6588
Address: 215 East Church Street Elmira, New York 14901-2743
Website: www.cs-cc.org

Agency Name: MARGERT COMMUNITY CORPORATION
Phone: 718-471-3724
Fax: 718-471-5342
Address: 325 Beach 37th Street Far Rockaway, New York 11691-1510
Website: <http://www.margert.org>

Agency Name: GREENPATH, INC.
Phone: 888-860-4167
Toll Free: 888-860-4167
Address: 700 Veterans Memorial Hwy., Suite 305, Hauppauge, New York 11788
Website: www.greenpath.com

Agency Name: LONG ISLAND HOUSING PARTNERSHIP, INC.
Phone: 631-435-4710-2
Fax: 631-435-4751
Email: dweir@lihp.org
Address: 180 Oser Ave, Suite 800, Hauppauge, New York 11788-3709
Website: <http://www.lihp.org>

Agency Name: SAFEGUARD CREDIT COUNSELING, INC.
Phone: 631-930-9158
Fax: 866-383-7181
Address: 112 Parkway Drive South Hauppauge, New York 11788
Website: www.safeguardcredit.org

Agency Name: HOUSING OPPORTUNITIES FOR GROWTH, ADVANCEMENT AND REVITALIZATION, INC
Phone: 845-429-1100
Fax: 845-429-0193
Address: 17 West Broad Street, PO Box 577, Haverstraw, New York 10927
Website: <http://www.hogarinc.com>

Agency Name: COUNTY OF NASSAU ECONOMIC DEVELOPMENT - OFFICE OF HOUSING &
INTERGOVERNMENTAL AFFAIRS
Phone: 516-572-1903
Fax: 516-572-
Address: 40 Main Street, Suite B Hempstead, New York 11550
Website: <http://www.nassaucountyny.gov>

Agency Name: FAMILY AND CHILDREN'S ASSOCIATION
Phone: 516-292-1300-2282
Fax: 516-538-
Address: 336 Fulton Avenue Hempstead, New York 11550
Website: www.familyandchildrens.org

Agency Name: LONG ISLAND HOUSING PARTNERSHIP, INC.
Phone: 631-435-4710-2
Fax: 631-435-4751
Address: C/O Nassau County OHIA 40 Main Street First Floor-Suite B Hempstead, New York 11550
Website: <http://www.lihp.org>

Agency Name: HOUSING RESOURCES OF COLUMBIA COUNTY, INC.
Phone: 518-822-0707-16
Fax: 518-822-0367
Address: 252 Columbia Street Hudson, New York 12534-2509
Website: <http://www.housingresources.org>

Agency Name: ALTERNATIVES FEDERAL CREDIT UNION
Phone: 607-216-3416
Fax: 607-277-6391
Address: 125 North Fulton St. Ithaca, New York 14850
Website: <http://www.alternatives.org>

Agency Name: BETTER HOUSING FOR TOMPKINS COUNTY, INC
Phone: 607-273-2187
Fax: 607-273-1630
Address: 950 Danby Road, Ste. 102 Ithaca, New York 14850
Website: <http://www.betterhousingtc.org>

Agency Name: FRANKLIN COUNTY COMMUNITY HOUSING COUNCIL
Phone: 518-483-5934
Fax: 518-483-0984
Address: 337 West Main Street Malone, New York 12953
Website: n/a

Agency Name: HUMAN DEVELOPMENT SERVICES OF WESTCHESTER, INC.
Phone: 914-939-2005
Fax: 914-939-3531
Address: 930 Mamaroneck Avenue Mamaroneck, New York 10543
Website: <http://www.HDSW.org>

Agency Name: CHAUTAUQUA HOME REHABILITATION AND IMPROVEMENT CORP. (CHRIC)
Phone: 716-753-4650
Fax: 716-753-4508
Address: 2 Academy Street Mayville, New York 14757
Website: <http://www.chric.org>

Agency Name: RURAL SULLIVAN HOUSING CORPORATION
Phone: 845-794-0348
Fax: 845-794-3042
Address: 33 Lakewood Ave Monticello, New York 12701-1128
Website: n/a

Agency Name: COMMUNITY ACTION PROGRAM FOR MADISON COUNTY
Phone: 315-684-3144-20
Toll Free: 800-721-2271
Fax: 315-684-9650
Address: 3 East Main Street, P.O. Box 249 13408, Morrisville, New York 13408-0000
Website: <http://www.capmadco.org>

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES, INCORPORATED
Phone: 914-668-4424
Fax: 914-668-9515
Address: 144 North 5th Avenue MT Vernon, New York 10550
Website: www.wroinc.org

Agency Name: ROCKLAND HOUSING ACTION COALITION
Phone: 845-352-3819
Fax: 845-352-2126
Address: 95 New Clarkstown Road Nanuet, New York 10954
Website: n/a

Agency Name: ABYSSINIAN DEVELOPMENT CORPORATION
Phone: 646-442-6545
Fax: 646-442-6598
Address: 4 W. 125 Street New York, New York 10027
Website: <http://www.adcorp.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY
Phone: 212-964-2288
Fax: 212-964-6003
Address: 111 Division St New York, New York 10002-0000
Website: <http://www.aafecdf.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY
Phone: 212-979-8381-107
Fax: 212-979-8386
Address: 108-110 Norfolk Street New York, New York 10002
Website: <http://www.aafe.org>

Agency Name: NORTHERN MANHATTAN IMPROVEMENT CORPORATION
Phone: 212-822-8300
Fax: 212-928-4180
Address: 76 Wadsworth Avenue New York, New York 10033
Website: <http://www.nmic.org>

Agency Name: OPERATION HOPE, INC
Phone: 917-477-2800
Address: 2511 Frederick Douglass Blvd New York, New York 10030
Website: <http://www.operationhope.org>

Agency Name: STRYCKER'S BAY NEIGHBORHOOD COUNCIL, INCORPORATED
Phone: 212-874-7272
Fax: 917-591-4995
Address: 61 West 87th Street, Lower Level New York, New York 10024
Website: www.stryckersbay.org

Agency Name: UNITED JEWISH COUNCIL OF THE EAST SIDE, INC.
Phone: 212-233-6037
Fax: 212-385-2693
Address: 235 East Broadway
New York, New York 10002
Website: n/a

Agency Name: UNIVERSITY SETTLEMENT
Phone: 212-505-1995
Address: 184 Eldridge Street New York, New York 10002
Website: <http://www.universitysettlement.org/>

Agency Name: WEST HARLEM GROUP ASSISTANCE, INCORPORATED
Phone: 212-862-1399-26
Fax: 212-862-3281
Address: 500 West 134th Street New York, New York 10031
Website: www.whgainc.org

Agency Name: WEST HARLEM GROUP ASSISTANCE, INCORPORATED
Phone: 212-862-1399-
Fax: 212-862-3281
Address: 1652 Amsterdam Avenue New York City, New York 10031
Website: www.whgainc.org

Agency Name: NIAGARA FALLS NEIGHBORHOOD HOUSING SERVICES
Phone: 716-285-7778
Address: 479 16th Street Niagara Falls, New York 14303
Website: n/a

Agency Name: OPPORTUNITIES FOR CHENANGO, INC.
Phone: 607-336-2101-111
Toll Free: 866-456-3051
Fax: 607-336-3089
Address: 44 W Main St Norwich, New York 13815
Website: <http://www.ofcinc.org>

Agency Name: OSWEGO HOUSING DEVELOPMENT COUNCIL, INC.
Phone: 315-625-4520
Toll Free: 866-706-2679
Fax: 315-625-7347
Address: 2971 County Rte 26 Parish, New York 13131
Website: n/a

Agency Name: COMMUNITY HOUSING INNOVATIONS, INC.
Phone: 631-475-6390
Address: 55 Medford Ave., Ste. B Patchogue, New York 11772
Website: n/a

Agency Name: MARKETVIEW HEIGHTS ASSOCIATION, INC.
Phone: 585-423-1540
Fax: 585-423-1934
Address: 308 North Street, Rochester, New York 14605
Website: <http://www.marketviewheights.org>

Agency Name: NEIGHBORWORKS ROCHESTER
Phone: 585-325-4170-333
Fax: 585-325-2587
Address: 570 South Ave, Rochester, New York 14620-1345
Website: <http://www.nwrochester.org>

Agency Name: PATHSTONE (FORMERLY RURAL OPPORTUNITIES, INC.)
Phone: 585-546-7180
Fax: 585-340-3326
Address: 400 East Ave, Rochester, New York 14607-1910
Website: www.pathstone.org

Agency Name: PROVIDENCE HOUSING DEVELOPMENT CORPORATION
Phone: 585-328-3228-1319
Fax: 585-529-9525
Address: 1136 Buffalo Road, Rochester, New York 14624
Website: <http://Providencehousing.org>

Agency Name: URBAN LEAGUE OF ROCHESTER
Phone: 585-325-6530-3020
Fax: 585-325-4864
Address: 265 North Clinton Avenue, Rochester, New York 14605
Website: <http://www.ulr.org>

Agency Name: BETTER NEIGHBORHOODS, INCORPORATED
Phone: 518-372-6469
Fax: 518-372-6460
Address: 986 Albany St, Schenectady, New York 12307
Website: <http://www.better-neighborhoods.org>

Agency Name: WESTERN CATSKILLS COMMUNITY REVITALIZATION COUNCIL, INC
Phone: 607-652-2823
Fax: 607-652-2825
Address: 76 Main Street, Stamford, New York 12167
Website: <http://www.westerncatskills.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF STATEN ISLAND
Phone: 718-442-8080
Fax: 718-442-8245
Address: 1205 Castleton Avenue, Staten Island, New York 10310
Website: www.nhsfstateniland.org and www.nhsnyc.org

Agency Name: NORTHFIELD COMMUNITY LOCAL DEVELOPMENT CORPORATION
Phone: 718-442-7351-236
Fax: 718-981-3441
Address: 160 Heberton Ave. Staten Island, New York 10302
Website: <http://www.northfieldlde.org>

Agency Name: NYC COMM. ON HUMAN RIGHTS - STATEN ISLAND COMMUNITY SERVICE CENTER
Phone: 718-390-8506
Fax: 718-390-8516
Address: 60 Bay Street, 7th Floor, Staten Island, New York 10301
Website: <http://nyc.gov>

Agency Name: NEIGHBORS OF WATERTOWN, INC.
Phone: 315-782-8497
Fax: 315-782-0102
Address: 112 Franklin Street, Watertown, New York 13601
Website: <http://www.neighborsofwatertown.com>

Agency Name: CCCS OF BUFFALO, INC.
Phone: 800-926-9685
Toll Free: 800-926-9685
Fax: 716-712-2079
Address: 40 Gardenville Parkway, Suite 300, West Seneca, New York 14224
Website: <http://www.cccsbuffalo.org>

Agency Name: COMMUNITY HOUSING INNOVATIONS, INC
Phone: 914-683-1010
Fax: 914-683-6158
Address: 190 East Post Road, Suite 401, White Plains, New York 10601
Website: www.chigrants.org

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES, INCORPORATED
Phone: 914-428-4507
Toll Free: 877-976-4968
Fax: 914-428-9455
Address: 470 Mamaroneck Ave, Suite 410, White Plains, New York 10605-1830
Website: <http://www.wroinc.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF NORTHERN QUEENS
Phone: 718-457-1017
Fax: 718-457-1247
Address: 60-20 Woodside Avenue, Woodside, New York 11377
Website: www.nhsnorthernqueens.org and www.nhsnyc.org

Agency Name: WYANDANCH COMMUNITY DEVELOPMENT CORPORATION
Phone: 631-253-0139
Fax: 631-643-9128
Address: 59 Cumberbach Street, Wyandanch, New York 11798-3326
Website: <http://www.wyandanchcdc.org>

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES INCORPORATED
Phone: 914-207-1753-1754
Toll Free: 877-976-4968
Fax: 914-207-1755
Address: 164 Ashburton Avenue, 3rd Floor, Yonkers, New York 10701
Website: www.wroinc.org

Exhibit H

Pre-Foreclosure Notice Letter to NYS Banking Department



New York State Banking Department
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of Banks within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Banking Department as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

Filer Information:

Name : GMAC Mortgages, LLC
Address : One Meridian Crossings, Suite 100,
Richfield MN 55423

Filing Information:

Tracking Number : NYS2345270
Mailing Date Step 1 : 16-MAY-11 12.00.00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 17-MAY-11 03.18.20.000 PM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 872 EAST 216TH STREET 872 EAST 216TH STREET BRONX
NY 10467
County : Bronx
Date of Original Loan : 27-MAR-09 12.00.00.000 AM
Amt of Original Loan : 399480
Loan Number Step 1 : XXXXXXXXXX
Loan Number Step 2 :
Loan Reset Frequency : Annual
Loan Type : 1st Lien
Loan Details : Fixed Rate
Loan Term : 30 Year
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : TEDDY HALSTEAD
Address : PO BOX 985
NEW YORK NY 10035 0806
Borrower's Phone No : XXXXXXXXXX
Filing Status : Step 1 Completed-Online

Sincerely,

New York State Banking Department

Exhibit I

Foreclosure Complaint

Notice to Tenants of Buildings in Foreclosure

New York State Law requires that we provide you this notice about the foreclosure process. Please read it carefully.

WE, GMAC MORTGAGE, LLC, ARE THE FORECLOSING PARTY AND ARE LOCATED AT 1100 VIRGINIA DRIVE, FORT WASHINGTON, PA 19034. WE CAN BE REACHED AT 800-850-4622.

The dwelling where your apartment is located is the subject of a foreclosure proceeding. If you have a lease, are not the owner of the residence, and the lease requires payment of rent that at the time it was entered into was not substantially less than the fair market rent for the property, you may be entitled to remain in occupancy for the remainder of your lease term. If you do not have a lease, you will be entitled to remain in your home until ninety days after any person or entity who acquires title to the property provides you with a notice as required by section 1305 of the Real Property Actions and Proceedings Law. The notice shall provide information regarding the name and address of the new owner and your rights to remain in your home. These rights are in addition to any others you may have if you are a subsidized tenant under federal, state or local law or if you are a tenant subject to rent control, rent stabilization or a federal statutory scheme.

ALL RENT STABILIZED TENANTS AND RENT-CONTROLLED TENANTS ARE PROTECTED UNDER THE RENT REGULATIONS WITH RESPECT TO EVICTION AND LEASE RENEWALS. THESE RIGHTS ARE UNAFFECTED BY A BUILDING ENTERING FORECLOSURE STATUS. THE TENANTS IN RENT-STABILIZED AND RENT-CONTROLLED BUILDINGS CONTINUE TO BE AFFORDED THE SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDING IS THE SUBJECT OF FORECLOSURE. EVICTIONS CAN ONLY OCCUR IN NEW YORK STATE PURSUANT TO A COURT ORDER AND AFTER A FULL HEARING IN COURT.

If you need further information, please call the New York State Banking Department's toll-free helpline at 1-877-BANK-NYS (1-877-226-5697) or visit the Department's website at <http://www.banking.state.ny.us>.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
GMAC MORTGAGE, LLC

Plaintiff,

-against-

TEDDY HALSTEAD; NEW YORK CITY ENVIRONMENTAL CONTROL BOARD; NEW YORK CITY PARKING VIOLATIONS BUREAU; NEW YORK CITY TRANSIT ADJUDICATION BUREAU; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; "JOHN DOES" and "JANE DOES", said names being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises,

Defendant(s),
-----X

Index No. 380678/12

D/O/F: 6/21/2012

NOTICE OF PENDENCY

Premises Address:
872 EAST 216TH STREET
BRONX, NY 10467

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this Court upon a complaint of the above named plaintiff against the above named defendants for the foreclosure of a certain mortgage given by:

TEDDY HALSTEAD to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR FAIRMONT FUNDING, LTD., ITS SUCCESSORS AND ASSIGNS bearing date March 27, 2009 and recorded in CRFN. [REDACTED] in the County of Bronx on April 20, 2009.

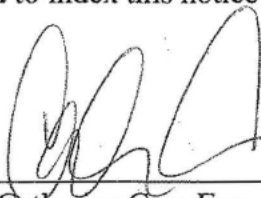
Thereafter said mortgage was assigned to GMAC MORTGAGE, LLC by assignment of mortgage dated November 6, 2010 and recorded on December 1, 2010 in CRFN. [REDACTED]

That the mortgaged premises affected by said foreclosure action are situate in the County of Bronx, State of New York, and more specifically described in "Schedule A" annexed hereto and made a part hereof.

Said premises are commonly known as 872 EAST 216TH STREET, BRONX, NY 10467 and bearing tax map designation: Section: 16 Block: 4674 Lot(s): 91

The Clerk of the County of Bronx is directed to index this notice to the names of the defendants and the property identified above.

Dated: June 19, 2012


Catherine Guy, Esq.
ROSICKI, ROSICKI & ASSOCIATES, P.C.
Attorneys for Plaintiff
Main Office 51 E Bethpage Road
Plainview, NY 11803
516-741-2585

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of East 216th Street, distant 22.23 feet Westerly from the corner formed by the intersection of the Southerly side of East 216th Street and the Westerly side of Bronxwood avenue.

RUNNING THENCE Southerly at right angles to the Southerly side of East 216th Street and part of the distance through a party wall 78.23 feet to the Southerly line of tax lot No 1 Block 4674 in Section 16 on tax map of City of NEW York, for Borough of Bronx, as said map was on November 3, 1953.

THENCE Westerly and part of the distance along Southerly line of said tax lot, a distance of 20 feet to a point on a line drawn at right angles to the Southerly side of East 216th Street and distant 78.24 feet Southerly thereon;

THENCE Northerly again at right angles to the Southerly side of East 216th Street and part of the distance through another party wall 78.24 feet to the Southerly side of East 216th Street and ;

THENCE Easterly along the Southerly side of East 216th Street 20 feet to the point or place of BEGINNING.

Index No.: 380678/12

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Bronx

GMAC MORTGAGE, LLC,

Plaintiff,

-against-

TEDDY HALSTEAD, et al.,

Defendants.

NOTICE OF PENDENCY OF ACTION

ROSICKI, ROSICKI & ASSOCIATES, P.C.

Attorneys for Plaintiff
Main Office 51 E Bethpage Road
Plainview, NY 11803
516-741-2585
516-622-9434
RR&A: 11-019534

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
GMAC MORTGAGE, LLC

Plaintiff,

-against-

TEDDY HALSTEAD; NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD; NEW YORK
CITY PARKING VIOLATIONS BUREAU; NEW YORK
CITY TRANSIT ADJUDICATION BUREAU; NEW
YORK STATE DEPARTMENT OF TAXATION AND
FINANCE; "JOHN DOES" and "JANE DOES", said names
being fictitious, parties intended being possible tenants or
occupants of premises, and corporations, other entities or
persons who claim, or may claim, a lien against the
premises,

Defendant(s),
-----X

Index No. **380678/12**

D/O/F: **6/21/2012**

SUMMONS

Premises Address:
872 EAST 216TH STREET
BRONX, NY 10467

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action, and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on the Plaintiff's Attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service, where service is made by delivery upon you personally within the State, or within thirty (30) days after completion of service where service is made in any other manner, and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home. Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

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

The following notice is intended only for those defendants who are owners of the premises sought to be foreclosed or who are liable upon the debt for which the mortgage stands as security.

YOU ARE HEREBY PUT ON NOTICE THAT WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

The amount of the Debt: \$478,685.77 consisting of principal balance of \$397,712.35 plus interest of \$63,252.86, escrow/impound shortages or credits of \$16,893.00, late charges of \$1,307.41; Broker's Price Opinion, inspection and miscellaneous charges of \$293.38, less unapplied funds

(\$2,235.92); attorney fee \$925.00 and title search \$537.69. Because of interest and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive the check, in which event we will inform you.

The name of the creditor to whom the debt is owed: GMAC Mortgage, LLC.

Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt hereof, the debt will be assumed to be valid by the herein debt collector.

If you notify the herein debt collector in writing within thirty (30) days after your receipt hereof that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of any judgment against you representing the debt and a copy of such verification or judgment will be mailed to you by the herein debt collector.

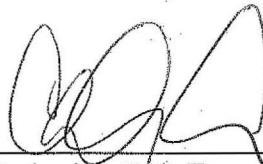
Upon your written request within 30 days after receipt of this notice, the herein debt collector will provide you with the name and address of the original creditor if different from the current creditor.

Note: Your time to respond to the summons and complaint differs from your time to dispute the validity of the debt or to request the name and address of the original creditor. Although you have as few as 20 days to respond to the summons and complaint, depending on the manner of service, you still have 30 days from receipt of this summons to dispute the validity of the debt and to request the name and address of the original creditor.

TO THE DEFENDANTS, except TEDDY HALSTEAD: The Plaintiff makes no personal claim against you in this action.

TO THE DEFENDANTS: TEDDY HALSTEAD: If you have obtained an order of discharge from the Bankruptcy court, which includes this debt, and you have not reaffirmed your liability for this debt, this law firm is not alleging that you have any personal liability for this debt and does not seek a money judgment against you. Even if a discharge has been obtained, this lawsuit to foreclose the mortgage will continue and we will seek a judgment authorizing the sale of the mortgaged premises.

Dated: June 19, 2012



Catherine Guy, Esq.
ROSICKI, ROSICKI & ASSOCIATES, P.C.
Attorneys for Plaintiff
Main Office 51 E Bethpage Road
Plainview, NY 11803
516-741-2585

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
GMAC MORTGAGE, LLC

Plaintiff,

-against-

Index No. 380678/12

D/O/F: 6/21/2012

COMPLAINT

TEDDY HALSTEAD; NEW YORK CITY ENVIRONMENTAL CONTROL BOARD; NEW YORK CITY PARKING VIOLATIONS BUREAU; NEW YORK CITY TRANSIT ADJUDICATION BUREAU; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; "JOHN DOES" AND "JANE DOES", said names being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises,

Defendant(s),
-----X

Premises Address:
872 EAST 216TH STREET
BRONX, NY 10467

Plaintiff, by its attorney, ROSICKI, ROSICKI & ASSOCIATES, P.C., complaining of the Defendant(s) alleges, upon information and belief as follows:

1. At all times hereinafter mentioned, plaintiff GMAC Mortgage, LLC was and still is duly organized and existing under the laws of the Delaware.

2. At all times hereinafter mentioned, the defendants were, and still are, residents, corporations and/or bodies politics, duly authorized to reside and/or exist in and under the laws of New York State.

3. On or about March 27, 2009, TEDDY HALSTEAD executed and delivered to FAIRMONT FUNDING, LTD., a note bearing date that day, whereby TEDDY HALSTEAD covenanted and agreed to pay the sum of \$399,480.00, with interest on the unpaid balance thereof, at the rate of 5.50000 percent per annum, to be computed from the date of said note, by payments of \$2,268.20 on May 1, 2009 and thereafter in payments of \$2,268.20 on the like date of each subsequent month, until said note is fully paid, except that the final payment of principal and interest remaining due, if not sooner paid, shall become due and payable on April 1, 2039.

4. Plaintiff

- (a) is holder of the subject note and mortgage, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note; and
- (b) has complied with all the provisions of section five hundred ninety-five-a of the Banking Law and any rules and regulations promulgated there under, section six-L or six-M of the Banking Law, and
- (c) is in compliance with sending the ninety (90) day notices as required by RPAPL §1304.
- (d) is in compliance with RPAPL §1306. The tracking number provided by the New York State Banking Department for the reporting is NYS2345270.

5. As collateral security for the payment of said indebtedness, the aforesaid defendant TEDDY HALSTEAD, also executed, acknowledged and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR FAIRMONT FUNDING, LTD., ITS SUCCESSORS AND ASSIGNS, a mortgage dated March 27, 2009 and recorded in the County of

Bronx on April 20, 2009 in CRFN. [REDACTED]. The mortgage tax was duly paid. Thereafter said mortgage was assigned to GMAC MORTGAGE, LLC by assignment of mortgage dated November 6, 2010 and recorded on December 1, 2010 in CRFN [REDACTED].

Said mortgaged premises being known as and by street address:
872 EAST 216TH STREET, BRONX, NY 10467 bearing tax map designation:

Section: 16 Block: 4674 Lot(s): 91

which premises are more fully described in Schedule "A," annexed hereto and made a part hereof.

6. Said premises are subject to covenants, restrictions, easements of record, prior mortgages and liens, and amendments thereto, if any; to any state of facts an accurate survey may show; railroad consents and sewer agreements, and to utility agreements, municipal and governmental zoning, rules, regulations and ordinances, if any.

7. That the Mortgagors, their successors, assigns and/or transferees, have failed to comply with the terms and conditions of said above named instrument[s] by failing or omitting to pay the installment which became due and payable as of September 1, 2009 and also by failing or omitting to pay the installment which became due and payable each and every month thereafter, to the date hereof, although duly demanded.

8. The total monthly payment due as of default date to plaintiff is \$2,793.47.

9. That the terms of the above described instruments provide: (1) that the whole of said principal sum and interest shall become due at the option of the Mortgagee after default in the payment of any installment of principal or of interest; (2) that upon any default the Mortgagor will pay to the Mortgagee any sums paid for taxes, charges, assessments, and insurance premiums upon said mortgaged premises; (3) that in case of sale under foreclosure, the premises may be sold in one parcel.

10. Pursuant to the terms of said instrument[s] notice of default has been duly given to the defendants TEDDY HALSTEAD if required, and the period to cure, if any, has elapsed and by reason thereof, Plaintiff has elected and hereby elects to declare immediately due and payable the entire unpaid balance of principal.

11. That the balance of principal due upon said note and mortgage as of the date of said default and as of the time of this Complaint is \$397,712.35 plus interest from August 1st, 2009.

12. That in order to protect its security, plaintiff may be compelled during the pendency of this action to make repairs to, board, secure, protect and maintain the premises, to pay taxes, assessments, water rates, sewer rentals, insurance premiums, mortgage insurance premiums, if there be any, and other charges affecting the premises, and the plaintiff requests that any sum so paid be added, including legal fees to the sum otherwise due, with interest as provided in the aforesaid instruments, and be deemed secured by said instrument[s] and adjudged a valid lien on the premises hereinabove described.

13. That the plaintiff requests that in the event this action proceeds to Judgment of Foreclosure and Sale, said premises be sold subject to covenants, restrictions and easements, prior mortgages and liens, and amendments, if any, of record; any state of facts an accurate survey may show; restrictions, regulations, ordinances and zoning ordinances of any municipal or governmental authority having jurisdiction thereof; and municipal, departmental and other governmental violations,

if any, affecting the premises; and real estate taxes, sewer rents, water charges, if any, open of record.

14. That no other action has been commenced at law or otherwise for the recovery of the sum or any part thereof secured by the said instrument[s].

15. That the defendants all have or claim to have some interest in or lien[s] upon the said mortgaged premises, or some part thereof, which interest or lien[s], if any, has [have] accrued subsequently to the lien[s] of the said mortgage[s] or was in express terms or by law made subject thereto, or has [have] been duly subordinated thereunto.

16. That the defendants "JOHN DOES" and "JANE DOES" may be tenants or may be in possession of the aforementioned premises, or may be corporations, other entities or persons who claim, or may claim, a lien against the premises.

17. That the basis for naming any political subdivision, governmental agency or similar body, or the holder of a security interest in either personal property or real property, if any, is set forth as Exhibit "B."

18. That New York State Department of Taxation and Finance is named herein as a necessary party defendant because they hold a lien which predates that of the plaintiff. Plaintiff's lien is superior to that of said defendant as it holds a purchase money mortgage.

WHEREFORE, plaintiff demands judgment that the defendants and all persons claiming under them subsequent to the filing of the Notice of Pendency of this action in the County of Bronx may be forever barred and foreclosed from all right, title, claim, lien and equity of redemption in said mortgaged premises, and each and every part thereof; except the right of the United States of America and its political subdivision, if it or they be a party to this action, to redeem as provided for in the applicable laws; that the said premises may be decreed to be sold according to law; that the amount of principal due the plaintiff on said note and mortgage may be adjudged in the sum of \$397,712.35 plus interest from August 1st, 2009, and that from the money arising from the sale, plaintiff be paid the amount of \$397,712.35 principal due it on said note and mortgage with interest and late charges that may be due and owing to the time of such payment plus the expenses of sale and the costs and expenses of this action, together with any sum which may be paid by the plaintiff for repairs to, boarding, securing, protecting and maintaining the premises, taxes, charges, assessments and insurance premiums upon said mortgaged premises, with appropriate interest thereon so far as such moneys properly applicable thereto will pay the same; that the defendants TEDDY HALSTEAD be adjudged to pay any deficiency which may remain; that a Receiver, upon plaintiff's application therefore, be forthwith appointed for said mortgaged premises for the benefit of the plaintiff, with all powers of receivers in such actions, and that the plaintiff have such other and further relief as may be just and proper in the premises, together with attorney's fees, costs and disbursements of this action.

Dated: June 19, 2012



Catherine Guy, Esq.
ROSICKI, ROSICKI & ASSOCIATES, P.C.
Attorneys for Plaintiff
Main Office 51 E Bethpage Road
Plainview, NY 11803
516-741-2585

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of East 216th Street, distant 22.23 feet Westerly from the corner formed by the intersection of the Southerly side of East 216th Street and the Westerly side of Bronxwood avenue.

RUNNING THENCE Southerly at right angles to the Southerly side of East 216th Street and part of the distance through a party wall 78.23 feet to the Southerly line of tax lot No 1 Block 4674 in Section 16 on tax map of City of New York, for Borough of Bronx, as said map was on November 3, 1953.

THENCE Westerly and part of the distance along Southerly line of said tax lot, a distance of 20 feet to a point on a line drawn at right angles to the Southerly side of East 216th Street and distant 78.24 feet Southerly thereon;

THENCE Northerly again at right angles to the Southerly side of East 216th Street and part of the distance through another party wall 78.24 feet to the Southerly side of East 216th Street and ;

THENCE Easterly along the Southerly side of East 216th Street 20 feet to the point or place of BEGINNING.

SCHEDULE B

-NEW YORK CITY TRANSIT ADJUDICATION BUREAU has been named as a party defendant herein subject to liens; copies of which are unavailable due to the condition of the books for the county.

-NEW YORK CITY ENVIRONMENTAL CONTROL BOARD has been named as a party defendant herein subject to liens; copies of which are unavailable due to the condition of the books for the county.

-NEW YORK CITY PARKING VIOLATIONS BUREAU has been named as a party defendant herein subject to liens; copies of which are unavailable due to the condition of the books for the county.

Title No: [REDACTED]

COUNTY CLERK SEARCH(12/5/2011) SPECIAL NAME SEARCH

Last Name: (Halstead)

First Name: (Teddy)

COUNTY: (BRONX)

Run Date: 12/01/2001 To: 12/5/2011

JUDGMENTS -

Bronx County from (08/90 to 12/02/11)

Search Parameters- Last:Halstead First:Teddy

All Types Of Liens

Book Type -- Judgments Docket

Judgment Type: NY STATE TAX WARRANT

Court:

Satisfaction: Full-01/25/2006

Control No. [REDACTED]

Index #

Effective Date: 11/14/2005

Expiration Date: 11/14/2025

Docket Date:11/14/2005

Date Received:11/14/2005

Debtor Info:

HALSTEAD, TEDDY

2907 KINGSBRIDGE TER

BX NY

Creditor Info:

NYS DEPARTMENT OF TAXATION & FINANCE

- - - DEPT OF TAXATION

ALBANY NY 12201-

Amount: \$845.04

Block: 04674 Lot: 00091

Book Type -- Lis Pendens - Docket No: 0051

Judgment Type: FORECLOSE MORTGAGE

Court: Supreme Court

Disposition: Yes-06/06/2011

Control No. [REDACTED]

Index # 382154-10

Effective Date: 12/06/2010

Expiration Date: 12/06/2013

Docket Date:12/06/2010

Date Received:06/29/2011

Debtor Info:

HALSTEAD, TEDDY

872 EAST 216TH STREET

BX NY 10467-

Creditor Info:

GMAC MORTGAGE LLC

cancelled

Amount: \$0.00

COM:12/06/2010-INDEX AGAINST ALL

DEFENDANTS

COM:06/06/2011-AFFIRMATION IN SUPPORT OF DISCONTINUANCE

Monday December 05, 2011

1/7

AND CANCELLATION OF LIS

PENDENS.

END RETURNS

PVB - (Parking Violations Bureau - Ending Date 11/25/11)

Search Parameters- Last:Halstead First:Teddy

END RETURNS

(Environmental Control Board (Fire and Building) - Ending Date 10/31/11)

Search Parameters- Last:Halstead First:Teddy

HALSTEAD TEDDY

762 NEW JERSEY AVENUE

BROOKLYN, NY 11207

ECB Violation No.: 40540466H Date-10/07

Amt: \$300.00

HALSTEAD TEDDY

762 NEW JERSEY AVENUE

BROOKLYN, NY 11207

ECB Violation No.: 40500870N Date-10/07

Amt: \$300.00

END RETURNS

Uniform Commercial Code from (10/01/1988 - 12/02/11)

Bronx County

Search Parameters- Last:Halstead First:Teddy

END RETURNS

Federal Tax Liens from (01/94 - 12/02/11)

Manhattan, Bronx, Queens, Kings County

Search Parameters- Last:Halstead First:Teddy

END RETURNS

TAB - (Transit Adjudication Bureau - from 06/04/1986 to 11/18/11)

Search Parameters- Last:Halstead First:Teddy

END RETURNS

Block: (04674)
Lot: (00091)
COUNTY: (BRONX)

Run Date: 12/01/2001 To: 12/5/2011

Policy Information Found

Dated:07/09/04 Order#:AL-20506 ADV Remarks:LOAN POLICY

JUDGMENTS -

Bronx County from (08/90 to 12/02/11)

Search Parameters- Block:04674 Lot:00091

All Types Of Liens

Block: 04674 Lot: 00091
Book Type -- Sidewalk Lien
Judgment Type: SIDEWALK VIOLATION
Court:

Control No. [REDACTED]
Index # 89
Effective Date: 01/11/2000
Expiration Date: 02/06/2028
Docket Date:02/06/2008
Date Received:02/06/2008

Debtor Info:
FORDE, PRISILLA
872 E 216 ST
BX NY

Creditor Info:
NYC BUREAU OF HIGHWAY OPERATIONS
40 WORTH STREET
NEW YORK NY 10013-

Amount: \$0.00

Block: 04674 Lot: 00091
Book Type -- Lis Pendens - Docket No: 0051
Judgment Type: FORECLOSE MORTGAGE
Court: Supreme Court
Disposition: Yes-06/06/2011

Control No. [REDACTED]
Index # 382154-10
Effective Date: 12/06/2010
Expiration Date: 12/06/2013

Docket Date:12/06/2010
Date Received:06/29/2011

Debtor Info:
HALSTEAD, TEDDY
872 EAST 216TH STREET
BX NY 10467-

Creditor Info:
GMAC MORTGAGE LLC

Amount: \$0.00

COM:12/06/2010-INDEX AGAINST ALL
DEFENDANTS
COM:06/06/2011-AFFIRMATION IN SUPPORT OF DISCONTINUANCE
AND CANCELLATION OF LIS PENDENS.

11-019534AB

Page 1/1

Title No: [REDACTED]

COUNTY CLERK SEARCH(12/5/2011)

(Environmental Control Board (Fire and Building) - Ending Date 10/31/11)

Search Parameters- Address:872 East 216 ST

DAVY NIGEL

872 EAST 216 STREET

BRONX, NY 10467

ECB Violation No.: 151591981 Date-01/07

Amt: \$170.00

END RETURNS

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

05/16/11

TEDDY HALSTEAD

PO BOX 985

NEW YORK NY 10035-0806

Loan Number:
Property Address: 872 EAST 216TH STREET
BRONX NY10467

Dear TEDDY HALSTEAD

YOU COULD LOSE YOUR HOME. PLEASE READ THE
FOLLOWING NOTICE CAREFULLY

AS OF 05/16/11, YOUR HOME LOAN IS 622 DAYS IN
DEFAULT. UNDER NEW YORK STATE LAW, WE ARE
REQUIRED TO SEND YOU THIS NOTICE TO INFORM YOU
THAT YOU ARE AT RISK OF LOSING YOUR HOME. YOU
CAN CURE THIS DEFAULT BY MAKING THE PAYMENT OF
65604.26 DOLLARS BY 06/15/2011.

IF YOU ARE EXPERIENCING FINANCIAL DIFFICULTY, YOU
SHOULD KNOW THAT THERE ARE SEVERAL OPTIONS
AVAILABLE TO YOU THAT MAY HELP YOU KEEP YOUR HOME.

05/16/11

Account Number ·

Page 2

ATTACHED TO THIS NOTICE IS A LIST OF GOVERNMENT APPROVED HOUSING COUNSELING AGENCIES IN YOUR AREA WHICH PROVIDE FREE OR VERY LOW-COST COUNSELING. YOU SHOULD CONSIDER CONTACTING ONE OF THESE AGENCIES IMMEDIATELY. THESE AGENCIES SPECIALIZE IN HELPING HOMEOWNERS WHO ARE FACING FINANCIAL DIFFICULTY. HOUSING COUNSELORS CAN HELP YOU ASSESS YOUR FINANCIAL CONDITION AND WORK WITH US TO EXPLORE THE POSSIBILITY OF MODIFYING YOUR LOAN, ESTABLISHING AN EASIER PAYMENT PLAN FOR YOU, OR EVEN WORKING OUT A PERIOD OF LOAN FORBEARANCE. IF YOU WISH, YOU MAY ALSO CONTACT US DIRECTLY AT 800-850-4622 AND ASK TO DISCUSS POSSIBLE OPTIONS.

WHILE WE CANNOT ASSURE THAT A MUTUALLY AGREEABLE RESOLUTION IS POSSIBLE, WE ENCOURAGE YOU TO TAKE IMMEDIATE STEPS TO TRY TO ACHIEVE A RESOLUTION. THE LONGER YOU WAIT, THE FEWER OPTIONS YOU MAY HAVE.

IF THIS MATTER IS NOT RESOLVED WITHIN 90 DAYS FROM THE DATE THIS NOTICE WAS MAILED, WE MAY COMMENCE LEGAL ACTION AGAINST YOU OR SOONER IF YOU CEASE TO LIVE IN THE DWELLING AS YOUR PRIMARY RESIDENCE. IF YOU NEED FURTHER INFORMATION, PLEASE CALL THE NEW YORK STATE BANKING DEPARTMENT'S TOLL-FREE HELPLINE AT 1-877-BANK-NYS (1-877-226-5697) OR VISIT THE DEPARTMENT'S WEBSITE AT

[HTTP://WWW.BANKING.STATE.NY.US](http://www.banking.state.ny.us)

COLLECTIONS DEPARTMENT
GMAC Mortgage, LLC

5:82

05/16/11

Account Number

Page 3

NOTICE: THIS IS AN ATTEMPT TO COLLECT ON A DEBT AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE ONLY.

IF YOU HAVE FILED FOR BANKRUPTCY OR IF YOU HAVE BEEN
DISCHARGED OF YOUR PERSONAL LIABILITY FOR
REPAYMENT OF THIS DEBT BY ORDER OF THE BANKRUPTCY
COURT, THIS LETTER IS BEING PROVIDED FOR
INFORMATIONAL PURPOSES ONLY, IT IS NOT AN ATTEMPT TO
COLLECT THE DEBT FROM YOU PERSONALLY AND APPLIES
ONLY TO OUR RIGHTS WITH REGARD TO THE PROPERTY.

Agencies located in NEW YORK

Agency Name: AFFORDABLE HOUSING PARTNERSHIP
Phone: 518-434-1730-2
Toll Free: Fax: 518-434-1767
Address: 255 Orange St Albany, New York 12210
Website: ahphome.org

Agency Name: CATHOLIC CHARITIES, UNITED TENANTS OF ALBANY
Phone: 518-436-8997
Fax: 518-436-0320
Address: United Tenants of Albany 33 Clinton Ave, Albany, NY 12207;
Catholic Charities of the Albany Diocese 40 N. Main Ave., Albany, NY 12203
Website: <http://www.unitedtenantsalbany.org>

Agency Name: CCCS OF CENTRAL NEW YORK
Phone: 518-482-2227
Toll Free: 800-479-6026
Fax: 518-482-2296
Address: 2 Computer Drive West Albany, New York 12205-1622
Website: <http://www.CreditHelpNY.org>

Agency Name: NY STATE OFFICE OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES (OMRDD)
Phone: 518-473-1973
Fax: 518-473-9784
Address: 44 Holland Avenue, Albany, New York 12229-0001
Website: <http://www.omr.state.ny.us>

Agency Name: TOWN OF EAST HAMPTON-OFFICE OF HOUSING & COMMUNITY DEVELOPMENT
Phone: 631-267-7896
Fax: 631-267-8679
Address: 267 Bluff Road Amagansett, New York 11930
Website: <http://www.town.east-hampton.ny.us>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.
Phone: 631-289-2124-112
Toll Free: 800-300-4362
Fax: 631-289-2178
Address: Amityville/Copiague/Farmingdale/ ACE Family Development Center, 48 Cedar Road, Amityville, New York 11701
Website: www.eoc-suffolk.com

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.
Phone: 631-289-2124-112
Toll Free: 800-300-4362
Fax: 631-289-2178
Address: COBRA Office 357 Broadway, Suite 4 Amityville, New York 11701
Website: www.eoc-suffolk.com

Agency Name: CORNELL COOPERATIVE EXTENSION
Phone: 518-885-8995-219
Toll Free: 800-443-0107
Fax: 518-885-9078
Address: 50 W High St Ballston Spa, New York 12020-1979
Website: <http://www.ccesaratoga.org>

Agency Name: ECONOMIC OPPORTUNITY COUNCIL OF SUFFOLK, INC.
Phone: 631-289-2124-112
Toll Free: 800-300-4362
Fax: 631-289-2178
Address: E.O.C. of Suffolk Counseling Center 25 Fourth Avenue Bay Shore, New York 11706
Website: www.eoc-suffolk.com

Agency Name: NEW YORK CITY COMMISSION ON HUMAN RIGHTS
Phone: 718-579-6900
Fax: 718-579-6995
Address: 1932 Arthur Avenue, Suite 203A Bronx, New York 10457
Website: <http://www.nyc.gov/cchr>

Agency Name: AFFORDABLE HOUSING CENTERS OF AMERICA, NEW YORK CITY
Phone: 718-246-8080
Fax: 718-246-7939
Address: 2-4 Nevins Street, 2nd Floor Brooklyn, New York 11217-0000
Website: <http://www.ahcoa.org>

Agency Name: BROOKLYN COOPERATIVE FEDERAL CREDIT UNION
Phone: 718-418-8232-202
Fax: 718-418-8252
Address: 1474 Myrtle Ave Brooklyn, New York 11237
Website: <http://www.brooklyn.coop>

Agency Name: BROOKLYN HOUSING AND FAMILY SERVICES
Phone: 718-435-7585
Address: 415 Albermarle Road Brooklyn, New York 11218-2351
Website: n/a

Agency Name: BROOKLYN NEIGHBORHOOD IMPROVEMENT ASSOCIATION
Phone: 718-773-4116-11
Fax: 347-663-9103
Address: 1482 Saint Johns Pl Ste 1F Brooklyn, New York 11213-3929
Website: n/a

Agency Name: CAMBA - CHURCH AVENUE MERCHANTS BLOCK ASSOCIATION, INC.
Phone: 718-282-2500
Address: 884 Flatbush Avenue Brooklyn, New York 11226
Website: n/a

Agency Name: CONSUMER CREDIT COUNSELING SERVICES, A DIVISION OF MMI
Phone: 866-889-9347
Toll Free: 866-346-2227
Address: 26 Court Street, Suite 1801 Brooklyn, New York 11242
Website: <http://www.moneymanagement.org>

Agency Name: CYPRESS HILLS LOCAL DEVELOPMENT CORPORATION
Phone: 718-647-8100
Address: 625 Jamaica Avenue, 3214 Fulton Street, Brooklyn, New York 11208-1203
Website: <http://www.cypresshills.org>

Agency Name: CYPRESS HILLS LOCAL DEVELOPMENT CORPORATION
Phone: 718-647-8100
Fax: 718-647-2104
Address: 3214 Fulton Street Brooklyn, New York 11208-1908
Website: <http://www.cypresshills.org>

Agency Name: GREENPATH
Phone: 888-860-4167
Toll Free: 888-860-4167
Address: 175 Remsen Street, Ste. 1102 Brooklyn, New York 11201
Website: www.greenpath.com

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF BEDFORD-STUYVESANT
Phone: 718-919-2100
Fax: 718-919-2725
Address: 1012 Gates Avenue Brooklyn, New York 11221
Website: www.nhsnyc.org

Agency Name: ST. LAWRENCE COUNTY HOUSING COUNCIL, INC
Phone: 315-386-8576-223
Fax: 315-386-1564
Address: 19 Main Street Canton, New York 13617
Website: <http://www.slchc.org>

Agency Name: PUTNAM COUNTY HOUSING CORPORATION
Phone: 845-225-8493-212
Fax: 845-225-8532
Address: 11 Seminary Hill Road Carmel, New York 10512
Website: <http://www.Putnamhousing.com>

Agency Name: COMMUNITY DEVELOPMENT CORPORATION OF LONG ISLAND
Phone: 631-471-1215-144
Fax: 631-471-3087
Address: 2100 Middle Country Road Suite 300 Centereach, New York 11720
Website: <http://www.cdcli.org>

Agency Name: ALBANY COUNTY RURAL HOUSING ALLIANCE, INC.
Phone: 518-235-3920
Fax: 518-235-3920
Address: PO Box 83 10 Cayuga Plaza Cohoes, New York 12047
Website: <http://www.acrha.org>

Agency Name: CORTLAND HOUSING ASSISTANCE COUNCIL, INCORPORATED
Phone: 607-753-8271-15
Fax: 607-756-6267
Address: 36 Taylor Street Cortland, New York 13045
Website: <http://www.cortlandhousing.org>

Agency Name: CHAUTAUQUA OPPORTUNITIES, INCORPORATED
Phone: 716-363-6364-270
Fax: 716-363-6368
Address: 17 W Courtney St Dunkirk, New York 14048-2754
Website: <http://www.chautauquaopportunities.com>

Agency Name: AMERICAN DEBT RESOURCES
Phone: 631-912-9542-110
Toll Free: 800-498-0766
Fax: 631-912-9030
Address: 248C Larkfield Road East Northport, New York 11731
Website: <http://www.americandebtresources.com>

Agency Name: HOUSING ASSISTANCE PROGRAM OF ESSEX COUNTY
Phone: 518-873-6888
Fax: 518-873-9102
Address: 103 Hand Avenue, PO Box 157, Elizabethtown, New York 12932-0157
Website: <http://www.hapcc.org>

Agency Name: CATHOLIC CHARITIES, ELMIRA, NY
Phone: 607-734-9784-2132
Fax: 607-734-6588
Address: 215 East Church Street Elmira, New York 14901-2743
Website: www.cs-cc.org

Agency Name: MARGERT COMMUNITY CORPORATION
Phone: 718-471-3724
Fax: 718-471-5342
Address: 325 Beach 37th Street Far Rockaway, New York 11691-1510
Website: <http://www.margert.org>

Agency Name: GREENPATH, INC.

Phone: 888-860-4167

Toll Free: 888-860-4167

Address: 700 Veterans Memorial Hwy., Suite 305, Hauppauge, New York 11788

Website: www.greenpath.com

Agency Name: LONG ISLAND HOUSING PARTNERSHIP, INC.

Phone: 631-435-4710-2

Fax: 631-435-4751

Email: dweir@lihpn.org

Address: 180 Oser Ave, Suite 800, Hauppauge, New York 11788-3709

Website: <http://www.lihp.org>

Agency Name: SAFEGUARD CREDIT COUNSELING, INC.

Phone: 631-930-9158

Fax: 866-383-7181

Address: 112 Parkway Drive South Hauppauge, New York 11788

Website: www.safeguardcredit.org

Agency Name: HOUSING OPPORTUNITIES FOR GROWTH, ADVANCEMENT AND REVITALIZATION, INC.

Phone: 845-429-1100

Fax: 845-429-0193

Address: 17 West Broad Street, PO Box 577, Haverstraw, New York 10927

Website: <http://www.hogarinc.com>

Agency Name: COUNTY OF NASSAU ECONOMIC DEVELOPMENT - OFFICE OF HOUSING &
INTERGOVERNMENTAL AFFAIRS

Phone: 516-572-1903

Fax: 516-572-

Address: 40 Main Street, Suite B Hempstead, New York 11550

Website: <http://www.nassaucountyny.gov>

Agency Name: FAMILY AND CHILDREN'S ASSOCIATION

Phone: 516-292-1300-2282

Fax: 516-538-

Address: 336 Fulton Avenue Hempstead, New York 11550

Website: www.familyandchildrens.org

Agency Name: LONG ISLAND HOUSING PARTNERSHIP, INC.

Phone: 631-435-4710-2

Fax: 631-435-4751

Address: C/O Nassau County OHIA 40 Main Street First Floor-Suite B Hempstead, New York 11550

Website: <http://www.lihp.org>

Agency Name: HOUSING RESOURCES OF COLUMBIA COUNTY, INC.

Phone: 518-822-0707-16

Fax: 518-822-0367

Address: 252 Columbia Street Hudson, New York 12534-2509

Website: <http://www.housingresources.org>

Agency Name: ALTERNATIVES FEDERAL CREDIT UNION

Phone: 607-216-3416

Fax: 607-277-6391

Address: 125 North Fulton St. Ithaca, New York 14850

Website: <http://www.alternatives.org>

Agency Name: BETTER HOUSING FOR TOMPKINS COUNTY, INC.

Phone: 607-273-2187

Fax: 607-273-1630

Address: 950 Danby Road, Ste. 102 Ithaca, New York 14850

Website: <http://www.betterhousingtc.org>

Agency Name: FRANKLIN COUNTY COMMUNITY HOUSING COUNCIL
Phone: 518-483-5934
Fax: 518-483-0984
Address: 337 West Main Street Malone, New York 12953
Website: n/a

Agency Name: HUMAN DEVELOPMENT SERVICES OF WESTCHESTER, INC.
Phone: 914-939-2005
Fax: 914-939-3531
Address: 930 Mamaroneck Avenue Mamaroneck, New York 10543
Website: <http://www.HDSW.org>

Agency Name: CHAUTAUQUA HOME REHABILITATION AND IMPROVEMENT CORP. (CHRIC)
Phone: 716-753-4650
Fax: 716-753-4508
Address: 2 Academy Street Mayville, New York 14757
Website: <http://www.chric.org>

Agency Name: RURAL SULLIVAN HOUSING CORPORATION
Phone: 845-794-0348
Fax: 845-794-3042
Address: 33 Lakewood Ave Monticello, New York 12701-1128
Website: n/a

Agency Name: COMMUNITY ACTION PROGRAM FOR MADISON COUNTY
Phone: 315-684-3144-20
Toll Free: 800-721-2271
Fax: 315-684-9650
Address: 3 East Main Street, P.O. Box 249 13408, Morrisville, New York 13408-0000
Website: <http://www.capmadco.org>

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES, INCORPORATED
Phone: 914-668-4424
Fax: 914-668-9515
Address: 144 North 5th Avenue MT Vernon, New York 10550
Website: www.wroinc.org

Agency Name: ROCKLAND HOUSING ACTION COALITION
Phone: 845-352-3819
Fax: 845-352-2126
Address: 95 New Clarkstown Road Nanuet, New York 10954
Website: n/a

Agency Name: ABYSSINIAN DEVELOPMENT CORPORATION
Phone: 646-442-6545
Fax: 646-442-6598
Address: 4 W. 125 Street New York, New York 10027
Website: <http://www.adcorp.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY
Phone: 212-964-2288
Fax: 212-964-6003
Address: 111 Division St New York, New York 10002-0000
Website: <http://www.aafecdf.org>

Agency Name: ASIAN AMERICANS FOR EQUALITY
Phone: 212-979-8381-107
Fax: 212-979-8386
Address: 108-110 Norfolk Street New York, New York 10002
Website: <http://www.aafe.org>

Agency Name: NORTHERN MANHATTAN IMPROVEMENT CORPORATION
Phone: 212-822-8300
Fax: 212-928-4180
Address: 76 Wadsworth Avenue New York, New York 10033
Website: <http://www.nmic.org>

Agency Name: OPERATION HOPE, INC
Phone: 917-477-2800
Address: 2511 Frederick Douglass Blvd New York, New York 10030
Website: <http://www.operationhope.org>

Agency Name: STRYCKER'S BAY NEIGHBORHOOD COUNCIL, INCORPORATED
Phone: 212-874-7272
Fax: 917-591-4995
Address: 61 West 87th Street, Lower Level New York, New York 10024
Website: www.stryckersbay.org

Agency Name: UNITED JEWISH COUNCIL OF THE EAST SIDE, INC.
Phone: 212-233-6037
Fax: 212-385-2693
Address: 235 East Broadway
New York, New York 10002
Website: n/a

Agency Name: UNIVERSITY SETTLEMENT
Phone: 212-505-1995
Address: 184 Eldridge Street New York, New York 10002
Website: <http://www.universitysettlement.org/>

Agency Name: WEST HARLEM GROUP ASSISTANCE, INCORPORATED
Phone: 212-862-1399-26
Fax: 212-862-3281
Address: 500 West 134th Street New York, New York 10031
Website: www.whginc.org

Agency Name: WEST HARLEM GROUP ASSISTANCE, INCORPORATED
Phone: 212-862-1399-
Fax: 212-862-3281
Address: 1652 Amsterdam Avenue New York City, New York 10031
Website: www.whginc.org

Agency Name: NIAGARA FALLS NEIGHBORHOOD HOUSING SERVICES
Phone: 716-285-7778
Address: 479 16th Street Niagara Falls, New York 14303
Website: n/a

Agency Name: OPPORTUNITIES FOR CHENANGO, INC.
Phone: 607-336-2101-111
Toll Free: 866-456-3051
Fax: 607-336-3089
Address: 44 W Main St Norwich, New York 13815
Website: <http://www.ofcinc.org>

Agency Name: OSWEGO HOUSING DEVELOPMENT COUNCIL, INC.
Phone: 315-625-4520
Toll Free: 866-706-2679
Fax: 315-625-7347
Address: 2971 County Rte 26 Parish, New York 13131
Website: n/a

Agency Name: COMMUNITY HOUSING INNOVATIONS, INC.
Phone: 631-475-6390
Address: 55 Medford Ave., Ste. B Patchogue, New York 11772
Website: n/a

Agency Name: MARKETVIEW HEIGHTS ASSOCIATION, INC.
Phone: 585-423-1540
Fax: 585-423-1934
Address: 308 North Street, Rochester, New York 14605
Website: <http://www.marketviewheights.org>

Agency Name: NEIGHBORWORKS ROCHESTER
Phone: 585-325-4170-333
Fax: 585-325-2587
Address: 570 South Ave, Rochester, New York 14620-1345
Website: <http://www.nwrochester.org>

Agency Name: PATHSTONE (FORMERLY RURAL OPPORTUNITIES, INC.)
Phone: 585-546-7180
Fax: 585-340-3326
Address: 400 East Ave, Rochester, New York 14607-1910
Website: www.pathstone.org

Agency Name: PROVIDENCE HOUSING DEVELOPMENT CORPORATION
Phone: 585-328-3228-1319
Fax: 585-529-9525
Address: 1136 Buffalo Road, Rochester, New York 14624
Website: <http://Providencehousing.org>

Agency Name: URBAN LEAGUE OF ROCHESTER
Phone: 585-325-6530-3020
Fax: 585-325-4864
Address: 265 North Clinton Avenue, Rochester, New York 14605
Website: <http://www.ulr.org>

Agency Name: BETTER NEIGHBORHOODS, INCORPORATED
Phone: 518-372-6469
Fax: 518-372-6460
Address: 986 Albany St, Schenectady, New York 12307
Website: <http://www.better-neighborhoods.org>

Agency Name: WESTERN CATSKILLS COMMUNITY REVITALIZATION COUNCIL, INC
Phone: 607-652-2823
Fax: 607-652-2825
Address: 76 Main Street, Stamford, New York 12167
Website: <http://www.westerncatskills.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF STATEN ISLAND
Phone: 718-442-8080
Fax: 718-442-8245
Address: 1205 Castleton Avenue, Staten Island, New York 10310
Website: www.nhsfstateniland.org and www.nhsnyc.org

Agency Name: NORTHFIELD COMMUNITY LOCAL DEVELOPMENT CORPORATION
Phone: 718-442-7351-236
Fax: 718-981-3441
Address: 160 Heberton Ave, Staten Island, New York 10302
Website: <http://www.northfieldldc.org>

Agency Name: NYC COMM. ON HUMAN RIGHTS - STATEN ISLAND COMMUNITY SERVICE CENTER
Phone: 718-390-8506
Fax: 718-390-8516
Address: 60 Bay Street, 7th Floor, Staten Island, New York 10301
Website: <http://nyc.gov>

Agency Name: NEIGHBORS OF WATERTOWN, INC.
Phone: 315-782-8497
Fax: 315-782-0102
Address: 112 Franklin Street, Watertown, New York 13601
Website: <http://www.neighborsofwatertown.com>

Agency Name: CCCS OF BUFFALO, INC.
Phone: 800-926-9685
Toll Free: 800-926-9685
Fax: 716-712-2079
Address: 40 Gardenville Parkway, Suite 300, West Seneca, New York 14224
Website: <http://www.cccsbuffalo.org>

Agency Name: COMMUNITY HOUSING INNOVATIONS, INC
Phone: 914-683-1010
Fax: 914-683-6158
Address: 190 East Post Road, Suite 401, White Plains, New York 10601
Website: www.chigrants.org

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES, INCORPORATED
Phone: 914-428-4507
Toll Free: 877-976-4968
Fax: 914-428-9455
Address: 470 Mamaroneck Ave, Suite 410, White Plains, New York 10605-1830
Website: <http://www.wroinc.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF NORTHERN QUEENS
Phone: 718-457-1017
Fax: 718-457-1247
Address: 60-20 Woodside Avenue, Woodside, New York 11377
Website: www.nhsnorthernqueens.org and www.nhsnyc.org

Agency Name: WYANDANCH COMMUNITY DEVELOPMENT CORPORATION
Phone: 631-253-0139
Fax: 631-643-9128
Address: 59 Cumberbach Street, Wyandanch, New York 11798-3326
Website: <http://www.wyandanchcdc.org>

Agency Name: WESTCHESTER RESIDENTIAL OPPORTUNITIES INCORPORATED
Phone: 914-207-1753-1754
Toll Free: 877-976-4968
Fax: 914-207-1755
Address: 164 Ashburton Avenue, 3rd Floor, Yonkers, New York 10701
Website: www.wroinc.org

Index No.: **380678/12**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Bronx

GMAC MORTGAGE, LLC,

Plaintiff,

-against-

TEDDY HALSTEAD, et al.,

Defendants.

SUMMONS AND COMPLAINT

ROSICKI, ROSICKI & ASSOCIATES, P.C.
Attorneys for Plaintiff
Main Office 51 E Bethpage Road
Plainview, NY 11803
516-741-2585
516-622-9434
RR&A: 11-019534

Exhibit J

Answer to Foreclosure Complaint

GMAC MORTGAGE, LLC Pg 95 of 99

Plaintiff,

Index No.: 380678/12

v.

TEDDY HALSTEAD et al.,

Defendant.

**VERIFIED ANSWER TO
FORECLOSURE COMPLAINT**

Defendant Answers as follows:

☒ General Denial

I plead the following Defenses and Affirmative Defenses:

- ☒ Lack of Standing to Sue: Plaintiff does not have standing to sue because it was not the legal owner of the Note and/or Mortgage at the time it commenced this foreclosure lawsuit.
- ☐ Improper Service of the Summons and Complaint (NY Civil Practice Law and Rules Section 308) for the following reason: _____
- ☐ Partial or Full Payment: I have made payments in the amount of \$ _____ which have not been properly credited and are not reflected in the Summons and Complaint: _____
- ☒ I did not receive the notice "Help for Homeowners in Foreclosure" that was supposed to be served with the Foreclosure Summons and Complaint (NY Real Property Actions and Proceedings Law Section 1303) (amended 2008).
- ☒ I have no knowledge that the plaintiff was assigned my debt or there was no Affirmative Allegation of Standing (NY Real Property Actions and Proceedings Law Section 1302, high-cost and subprime home loans) (amended 2008): Plaintiff failed to allege (swear) in the Foreclosure Complaint that it is the legal owner and holder of the Note and/or Mortgage or has the authority to foreclose.
- ☒ 90-Day Pre-Foreclosure Notices (NY Real Property Actions and Proceedings Law Section 1304, high-cost, subprime and non-traditional home loans) (amended 2008) were inadequate because (circle one): Two copies not delivered; OR foreclosure lawsuit filed within 90 days of Pre-Foreclosure Notices.
- ☐ An active servicemember is an owner of the property and is on the mortgage and qualifies for Active Military Service protections under state or local law (Federal Servicemembers Civil Relief Act, 50 App. U.S.C. 501 et seq.; and New York State Soldiers' and Sailors' Civil Relief Act, NY Military Law Section 300 et seq.)
- ☐ Homeowner's Mental Disability or Incompetence (NY Civil Practice Law and Rules Section 1202)

STATE ATTORNEY GENERALS OFFICE AND PAID A PENALTY OF 2 MILLION DOLLARS FOR FILING FRAUDULENT ROBO SIGNED PAPERWORK.

THIS FIRM IS KNOWN TOO TO FILE OR USE FRAUDULENT PAPER - WORK TO FORCLOSE ILLEGALLY ON HOMES.

REVIEWING ASSIGNMENT DOCUMENTS ON HOW ALLEGED HOLDER OF NOTE AND MORTGAGE CAME IN POSSESSION INDICATES ROBO-SIGNING OF AN INDIVIDUAL MR JOHN KERR WHICH IS A KNOWN ROBO-SIGNER AND KNOWN BY GOVERNMENTAL AND NON GOVERNMENTAL SOURCES AND WHICH WAS IDENTIFIED MULTIPLE TIMES TO SIGN WITHOUT KNOWLEDGE WHAT HE WAS SIGNING FOR MERS.

THIS ASSIGNMENT DOCUMENT IS A COMPLETE FRAUD OR ACT OF FRAUD AND THIS CASE SHOULD BE STRICKEN FROM EXISTANCE AND THIS CASE SHOULD BE DISMISSED.

YOU CANNOT USE DEFECTIVE ~~DO~~ SUPPORTING DOCUMENTS TO SUPPORT A FORECLOSURE CLAIM FOR THE SECOND ACTION IF THE FIRST ACTION WAS DISMISSED AND BECAUSE IT IS GOOD FOR THE PLAINTIFF, WHICH FILED FOR CHAPTER 11 BANKRUPTCY PROTECTION IN WHICH THE DEBTOR AS OF HIS STATEMENT OF JUNE 12, 2012 SAID THAT ROBO SIGNING AND FRAUD ISSUES COULD GO FORWARD IN STATE COURT OR DEBTOR GMAC MORTGAGE COULD BE SUED REGARDING THE INTERIM ORDER, WHICH RELATES ALSO TO THE CONSENT ORDER OF THE DEPARTMENT OF JUSTICE / US ATTORNEY VS DEBTOR WHICH IN THIS CASE IS THE PLAINTIFF TO RECOVER LOSSES AND ASSETS AND TO SEEK SCOTTS JUSTICE, AS AUTHORIZED BY BANKRUPTCY COURT BUT DEBTOR DOES NOT WANT TO HAVE WHEREFORE, the Defendant requests that the Complaint be dismissed; the relief requested by the Defendant be granted in its entirety; the costs associated with this defense; and any other relief allowed by law and considered just by this Court. ANY RESPONSIBILITIES FOR WHAT THEY HAVE DONE AND CAUSED TO BORROWERS.

DATED:

DEFENDANT'S NAME: TEDDY HALSTEAD, appearing pro se

DEFENDANT'S ADDRESS: 872 EAST 216th STREET, BRONX NY 10467

DEFENDANT'S TELEPHONE NUMBER: [REDACTED]

AFFIDAVIT OF SERVICE

I, x Nila Timoly (name), served the within Verified Answer on
Plaintiff's attorney, ROSICKI, ROSICKI & ASSOCIATES, P.C. (attorney name), at
51 F BETHPAGE ROAD, PLAINVIEW NY 11803 (address). Service was by means
of ALL DESCRIBED SERVICES (first class mail/certified
mail/overnight delivery service/fax/~~personal delivery~~). It was served on 18 day of
JULY, 2012. I am _____ (18 or over) years old and am not a Defendant in this
lawsuit.

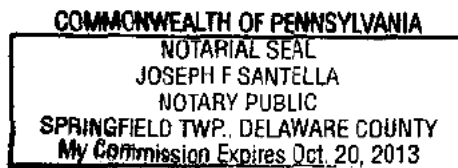
Signed: x [Signature]
Print Name: x Nila Timoly 07/26/2012

Sworn to and subscribed before me on

7/16/12

[Signature]

Notary Public



VERIFICATION

I, TEDDY HALSTEAD, being duly sworn, state that the within Answer is true to the best of my knowledge, except as to those matters alleged upon information and belief, which I believe to be true.

Teddy Halstead
Defendant (Print Name) July 16 2012

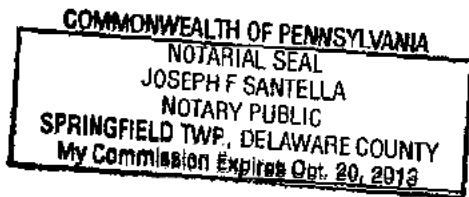
Sworn to and subscribed before me on

7/16/12

TEDDY HALSTEAD

Defendant (Signature)

[Signature]
Notary Public



REDDY HAINSTEAD
870 EAST 216 ST.
BX NY 10467-5

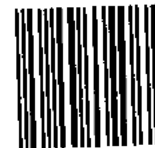
CERTIFIED MAIL™



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U.S. POSTAGE
PAID
SPRINGFIELD, PA
19064
JUL 17, 12
AMOUNT

\$5.75

00011305-96

CERTIFIED

**RETURN RECEIPT
REQUESTED**

Roskiki, Roskiki & Associates
51 EAST BETHPAGE ROAD
PLAINVIEW NY 11803
JUL 18, 2012

11803422451



Exhibit 4

Motion to Discontinue

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----x
GMAC MORTGAGE, LLC,

Hon. Betty O. Stinson (1)

Plaintiff,

Index No. 380678/12
NOTICE OF MOTION

-against-

TEDDY HALSTEAD, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD; NEW YORK CITY PARKING VIOLATIONS
BUREAU; NEW YORK CITY TRANSIT ADJUDICATION BUREAU;
NEW YORK STATE DEPARTMENT OF TAXATION AND
FINANCE; "JOHN DOES" and "JANE DOES", said name being
fictitious, parties intended being possible tenants or occupants of
premises, and corporations, other entities or persons who claim, or may
claim, a lien against the premises

Defendants.
-----x

SIRS:

PLEASE TAKE NOTICE, that upon the annexed Affirmation of Christopher Messina Esq.,
dated March 11 2013, the Notice of Pendency and Summons and Complaint in this action, filed
in the office of the County Clerk of the County of Bronx on June 21, 2012, the proofs of due
service thereof previously filed herein, and upon all of the other papers filed and proceedings had
herein, a motion, pursuant to CPLR 5015 and CPLR 6514 will be made in the Bronx County
Supreme Court, 851 Grand Concourse, Bronx, New York on April 9, 2013, at 9:30 a.m. of that
day or as soon thereafter as counsel can be heard for an Order Discontinuing the Action and
Canceling the Lis Pendens.

PLEASE TAKE FURTHER NOTICE that a proposed Order, a copy of which is being
served upon you with these motion papers, shall be presented to the Court for signature on the
return date of this motion.

DATED: Elmsford, New York
March 14 2013

By: Chris Messina
Christopher Messina, Esq.
Knuckles, Komosinski & Elliot, LLP
Attorneys for Plaintiff
565 Taxter Road, Suite 590
Elmsford, New York 10523
(914) 345-3020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
GMAC MORTGAGE, LLC,

Plaintiff,

-against-

Index No. 380678/12

ATTORNEY AFFIRMATION

TEDDY HALSTEAD, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD; NEW YORK CITY PARKING VIOLATIONS
BUREAU; NEW YORK CITY TRANSIT ADJUDICATION BUREAU;
NEW YORK STATE DEPARTMENT OF TAXATION AND
FINANCE; "JOHN DOES" and "JANE DOES", said name being
fictitious, parties intended being possible tenants or occupants of
premises, and corporations, other entities or persons who claim, or may
claim, a lien against the premises

Defendants.
-----X

Christopher Messina, Esq., an attorney and counselor at law duly admitted to
practice in all of the Courts of the State of New York, affirms as follows under the penalty of
perjury:


1. That I am an associate with the law firm of Knuckles, Komosinski & Elliot, LLP, attorneys
for the Plaintiff in the above referenced matter, and as such am fully familiar with the facts and
circumstances herein.
2. That on June 21, 2012, a Summons, Complaint and Lis Pendens were filed with the Bronx
County Clerk for the foreclosure of a mortgage on property known as 872 East 216th Street,
Bronx, New York.
3. That no party has answered the Complaint or otherwise appeared, except:
 - a) a. Teddy Halstead, who appeared pro se.
4. That no application was made for the appointment of a Receiver of Rents and none was
appointed herein.
5. That no referee was appointed.
6. That this matter must now be discontinued because the Plaintiff is unable to verify that the
30/90 day letters were sent correctly so to avoid the possibility of impropriety Plaintiff has
elected to discontinue action.

7. That no previous request has been made for the relief requested herein.

WHEREFORE, I respectfully request an Order Discontinuing the Action, Canceling the Lis Pendens, and for such other and further relief as to the Court deems just, proper and equitable.

DATED: Elmsford, New York

March 14 2013

By: 
Christopher Messina, Esq.
Knuckles, Komosinski & Elliot, LLP
Attorneys for Plaintiff
565 Taxter Road, Suite 590
Elmsford, New York 10523
(914) 345-3020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
GMAC MORTGAGE, LLC,

INDEX NO. 380678/2012

-against-

AFFIDAVIT OF SERVICE

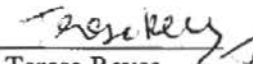
TEDDY HALSTEAD, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD; NEW YORK CITY PARKING VIOLATIONS BUREAU; NEW YORK CITY TRANSIT ADJUDICATION BUREAU; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; "JOHN DOES" and "JANE DOES", said name being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises

Defendants.
-----X

I, Teresa Reyes, being duly sworn, says; I am not a party to the action, am over 18 years of age and reside in Yonkers, New York.

On March 14 2013, I served the within copy of a Motion with Affirmation in Support, and Proposed Discontinuing Action, and Canceling Lis Pendens and Request for Judicial Intervention (RJI) by depositing a true copy thereof enclosed in a postage paid plain envelope, in an official depository under the exclusive care and custody of the U.S. Postal Service within the State of New York, addressed by first class mail to the following persons at the last known address set forth:

Teddy Halstead
872 East 216th Street
Bronx, New York 10467


Teresa Reyes

Sworn to before me this
14 day of March 2013


Notary Public

CHRISTOPHER MESSINA
Notary Public, State of New York
No. 02ME6265275
Qualified in Westchester County
Commission Expires July 9, 2016

Plaintiff,

-against-

Defendants.

TEDDY HALSTEAD; ET AL,

NOTICE OF MOTION DISCONTINUING ACTION AND CANCELING LIS PENDENS

KNUCKLES, KOMOSINSKI, & ELLIOTT, LLP

Attorneys for

Plaintiff

Office and Post Office Address, Telephone

565 TAXTER ROAD

SUITE 590

ELMSFORD, N.Y. 10523

TEL: (914) 345-3020

FAX: (914) 366-0080

To

Signature (Rule 130-1.1-a)



Print name beneath

Attorney(s) for

CHRISTOPHER MESSINA

Service of a copy of the within

is hereby admitted.

Dated,

.....
Attorney(s) for

Please take notice

☐ NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

☐ NOTICE OF SETTLEMENT

that an order
settlement to the HON.
of the within named court, at
on

at

M

of which the within is a true copy will be presented for
one of the judges

Dated,

Yours, etc.

KNUCKLES, KOMOSINSKI, & ELLIOTT, LLP

Attorneys for

To

Attorney(s) for

Office and Post Office Address

565 TAXTER ROAD

SUITE 590

ELMSFORD, N.Y. 10523

Exhibit 5

Discontinuation Order

NEW YORK SUPREME COURT - COUNTY OF BRONX

PART 8

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX:

Case Disposed	<input checked="" type="checkbox"/>
Settle Order	<input type="checkbox"/>
Schedule Appearance	<input type="checkbox"/>

GMAC MORTGAGE, LLC X

Index No. 380678-2012

-against-
HALSTEAD, TEDDY ETAL

Hon. BETTY OWEN STINSON

Justice.

The following papers numbered 1 to 2 Read on this motion, *discontinue action*
Noticed on 4-9-13 and duly submitted as No. A/D on the Motion Calendar of 4/9/13

	PAPERS NUMBERED	
Notice of Motion - Order to Show Cause - Exhibits and Affidavits Annexed		1
Answering Affidavit and Exhibits		2
Replying Affidavit and Exhibits		
_____ Affidavits and Exhibits		
Pleadings - Exhibit		
Stipulation(s) - Referee's Report - Minutes		
Filed Papers		
Memoranda of Law		

Upon the foregoing papers this

motion by plaintiff for an order pursuant to CPLR §6514(d) canceling the Notice of Pendency of Action, discontinuing the action is granted. A response was received from defendant Teddy Halstead containing matters that would be more fully addressed in an Answer or motion for dismissal. Since this action is being discontinued the response is academic.

This is the decision of the Court.

Motion is Respectfully Referred to:

Justice:

Dated:

Dated: Order signed.

4/15/2013

Hon.

Betty Owen Stinson

J.S.C.

At an IAS Part of the Supreme Court held in and
for the County of Bronx at the Courthouse
thereof located at 851 Grand Course, Bronx
New York on the 15 day of APRIL, 2013

BETTY OWEN STINSON

PRESENT: HON.:

JUSTICE

GMAC MORTGAGE, LLC,

Plaintiff,

-against-

Index No. 380678/12

ORDER DISCONTINUING
ACTION, AND CANCELING
LIS PENDENS

TEDDY HALSTEAD, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD; NEW YORK CITY PARKING VIOLATIONS
BUREAU; NEW YORK CITY TRANSIT ADJUDICATION BUREAU;
NEW YORK STATE DEPARTMENT OF TAXATION AND
FINANCE; "JOHN DOES" and "JANE DOES", said name being
fictitious, parties intended being possible tenants or occupants of
premises, and corporations, other entities or persons who claim, or may
claim, a lien against the premises

Defendants.

UPON the Notice of Motion and Affirmation of Christopher Messina, Esq., both dated
March 14 2013, and the pleadings and papers previously filed herein, said motion having come
on to be heard before this Court on April 9, 2013, and there being no opposition thereto, and after
due deliberation, it is

ORDERED, that the within foreclosure action is hereby discontinued without prejudice
and without costs to any party; and it is further

ORDERED, that the Lis Pendens filed on June 21, 2012, with the Bronx County Clerk,
against the property known as 872 East 216th Street, Bronx, New York, Block 4674 and Lot
91.00 be and same hereby is canceled, and the Bronx County Clerk is hereby directed, upon
payment of the appropriate fee, if any, to discharge same with all convenient speed.

Betty Owen Stinson
ENTER

BETTY OWEN STINSON
JUSTICE

Plaintiff,

-against-

Defendants.

TEDDY HALSTEAD; ET AL,

NATIONWIDE COURT SERVICES, INC.
700 JEROME AVENUE
SUITE A
ROCKAWAY, NY 11766
TEL: (631) 951-7000
FAX: (631) 951-7000

ORDER DISCONTINUING ACTION AND CANCELING LIS PENDENS

KNUCKLES, KOMOSINSKI, & ELLIOTT, LLP

Attorneys for

Plaintiff

Office and Post Office Address, Telephone

565 TAXTER ROAD

SUITE 590

ELMSFORD, N.Y. 10523

TEL: (914) 345-3020

FAX: (914) 366-0080

To

Signature (Rule 130-1.1-a)



Print name beneath

Attorney(s) for

CHRISTOPHER MESSINA

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

Please take notice

☐ NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

☐ NOTICE OF SETTLEMENT

that an order
settlement to the HON.
of the within named court, at
on

at

M

of which the within is a true copy will be presented for
one of the judges

Dated,

Yours, etc.

KNUCKLES, KOMOSINSKI, & ELLIOTT, LLP

Attorneys for

To

Office and Post Office Address

565 TAXTER ROAD

SUITE 590

ELMSFORD, N.Y. 10523

Attorney(s) for

Exhibit 6

Foreclosure Action Docket

Bronx County Clerk Administration System

Case Details

IndexNo: 380678-2012**Case File Date:** 6/21/2012**Index Type:** F**Firm Name:** ROSICKI, ROSICKI & ASSOCIATES, P.C.**Plaintiff:** GMAC MORTGAGE, LLC**Defendent:** TEDDY HALSTEAD, ET AL.**Notes:** SUMMONS AND COMPLAINTCase Summary

Document Date	Document Type
06/21/2012	SUMMONS AND COMPLAINT
07/02/2012	01 Affidavit of Service
07/03/2012	01 Affidavit of Service
07/09/2012	01 Affidavit of Service
07/18/2012	Verified Answer
08/01/2012	Reply to Counterclaims
08/20/2012	01 Affidavit of Service
08/20/2012	Answer
09/20/2012	Consent to Change Attorney
03/22/2013	RJI
03/22/2013	MOTION FEE PAID
04/17/2013	SHORT FORM ORDER DATED: 4/15/2013, ORDER, MOTION, RESPONSE TO PLAINTIFFS MOTION

Exhibit 7

Response to Motion to Discontinue

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
GMAC MORTGAGE CORPORATION,

Plaintiff,

Index No. 380678/12

Vs.

TEDDY HALSTEAD

Defendants.
-----X

RESPONSE TO PLAINTIFFS
MOTION TO DISMISS ACTION WITHOUT
PREJUDICE

Defendant states the following pursuant to CPLR 2106:


- 12/28/13*
1. that defendant answered the above named action and complaint.
 2. that alleged plaintiff filed including this action four times a complaint previously in three separate foreclosure actions. Further alleged plaintiff filed four times four Lis Pendens in the County Record Office.
 3. that plaintiff disturbed, harassed with all these actions defendant causing unnecessary harm.
 4. that all these previous actions were voluntarily dismissed by plaintiffs counsel in this court.
 5. that robo signing, fraud and forgeries of legal supporting paperwork was used from alleged plaintiff in the foreclosure proceedings.
 6. that the previous law firm Steven J. Baum, P.C., Buffalo NY handled the foreclosure action, which committed crimes/fraud/forgeries and was shut down by the US Department of Justice, US Attorney Office and the New York State Attorney General Office.
 7. that GMAC Mortgage Corporation does not own the mortgage and the note and based their suit on fraudulent paperwork.

8. that Litton Loan Servicing, L.P., Ocwen Loan Servicing, LLC are a part of the Wall Street entity Goldman Sachs, which were scheming borrowers and investors and using non performing worthless notes in securitization pools, cashing in from various proceeds as from insurances and the FDIC. On top of that they cashed in mortgage payments, fees and interest for these loans.
9. that the mortgage documents are defective and the instrument violates the United States Constitution, as to make borrowers/ victims mortgage money paying slaves.
10. that MERS in the mortgage instrument is named as the nominee and mortgagee. But by closer review of these documents emerges that MERS is also the Lender and a Loss Payee. Loss Payee is not disclosed in the instrument, which violates the Federal Disclosure Act.

THEREFORE for the above named reason , defendant is asking this court:

TO DISMISS THIS ACTION WITH PREJUDICE

Dated: April 2, 2013


Teddy Halstead
Mailed to:

Knuckles Komosinski & Elliot, LLP
565 Taxter Road, Suite 590

Elmsford NY 10523

SUPREME COURT OF THE STATE OF NEW YORK
Bronx County
Grand Concourse
Bronx NY
Index No. 380678/12

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Bronx

GMAC Mortgage Corporation,

Index No. 380678/12

Plaintiff,

Vs.

AFFIDAVIT OF SERVICE

Teeddy Halstead

Defendants.

I Tristan Halstead, residing at 872 east 216th
street, being over the age of eighteen (18) years and

Not a party in this action/suit, deposes and says:

That on the 8 day of April, 2013, I mailed by USPS in a post
wrapped envelope the Response to plaintiffs motion to dismiss this action with prejudice
to plaintiffs counsel.

Signature:

Name

Tristan Halstead

Sworn before me on the

8 day of April, 2013

Roy S. Israel
NOTARY PUBLIC

ROY S. ISRAEL
Notary Public, State of New York
No. 03-7046493
Qualified in Bronx County
Commission Expires 08/2016

ADD ON

4/9/13

380678/12 Grnuc Mortgage, LLC Discontinue
Action of Stinson fs
gtt

Exhibit 8

Notice of Appeal

SUPREME Court of the State of New York
County of BRONX

GNAC MORTGAGE, LLC

NOTICE OF APPEAL

VS.

Index No.:

TEDDY HALSTEAD

380678-2012

PLEASE TAKE NOTICE that (insert your name) TEDDY HALSTEAD
hereby appeals to the Appellate Division of the Supreme Court of the State of New York, ~~Second~~ ^{FIRST}
Judicial Department, from a (insert judgment, order, decree, etc.) ORDER of the
SUPREME Court, BRONX County, dated
4/15/2013.

Dated: BRONX, New York
4/26/, 2013

Yours, etc.,


Signature

(Print Name)

(Address)

(Telephone Number)

TEDDY HALSTEAD
872 EAST 216th STREET
BRONX NY 10467
917-854-8709

To: (Insert below the name and address of the clerk of the trial
court and the names and addresses of all opponents)

- KNUCKLES, KOMOSINKI + ELLIOT, LLP
565 TAXTER ROAD, STE 590, ELMSFORD NY 10523
914-345-3020

- SUPREME COURT OF THE STATE OF NEW YORK
BRONX COUNTY, PART 8, HON. BETTY OWEN STINSON
851 GRAND CON COURSE
BRONX NY 10451
718-618-2563

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX : PART 8

Index No.: 380678-2012

GHAC HIGE, LLC Petitioner,

AFFIDAVIT OF SERVICE
BY MAIL

-against-

TEDDY HALSTEAD

Respondent.

STATE OF NEW YORK
COUNTY OF BRONX ss:

Tristan Halstead being duly sworn,
deposes and says:

I am over 18 years of age and not a party to this action. On April 27

I served KNUCKLES KOMOSINKI & ELLIOT, LLP

upon _____, the _____ in this

proceeding, by mailing a true copy of the attached papers, enclosed and properly sealed in a

postpaid envelope, which I deposited in an official depository under the exclusive care and

custody of the United States Postal Services within the State of New York addressed to

KNUCKLES KOMOSINKI the Attorney
& ELLIOT LLP

at: 415 PAXTER ROAD, STE 590, ELMSFORD NY 10523
Phone # 914-345 3020

Signature: [Signature]

Sworn to before me this 27 day of APRIL 2012

[Signature]

Notary Public or Court Employee

Geoffrey O Ukekwem
Notary Public State of New York
Reg #01UK5007424
Exp. 01 25 2015