# U.S. FEDERAL HOUSING FHFA



# **Constitution Center**

400 7<sup>th</sup> Street, S.W. Washington, D.C. 20219 Telephone: (202) 649-3800 Facsimile: (202) 649-1071 www.fhfa.gov

April 14, 2025

The Honorable Pamela J. Bondi The Honorable Todd Blanche Department of Justice 950 Pennsylvania Avenue, NW Washington, D.C. 20530

RE: CRIMINAL REFERRAL

Dear Attorney General Bondi and Deputy Attorney General Todd Blanche:

Pursuant to my authority as Director of the U.S. Federal Housing Finance Agency ("U.S. Federal Housing" or "FHFA"), I am referring the matter below. As regulator of Fannie Mae, Freddie Mac, and the Federal Home Loan Banks, we take very seriously allegations of mortgage fraud or other criminal activity. Such misconduct jeopardizes the safety and soundness of FHFA's regulated entities and the security and stability of the U.S. mortgage market.

In the course of exercising U.S. Federal Housing's authorities under the Federal Housing Enterprises Financial Safety and Soundness Act of 1992, U.S. Federal Housing has identified matters that are appropriate for referral to the U.S. Department of Justice for consideration of criminal prosecution.

Based on media reports, Ms. Letitia James has, in multiple instances, falsified bank documents and property records to acquire government backed assistance and loans and more favorable loan terms. This has potentially included 1) falsifying residence status for a Norfolk, Virginia-based home in order to secure a lower mortgage rate and 2) misrepresenting property descriptions to meet stringent requirements for government backed loans and government assistance.

# **Background:**

# Norfolk, VA 23505

On August 17, 2023, Ms. James granted Ms. Shamice Thompson-Hairston power of attorney to make a Virginia property her "principal residence." **See Exhibit A**. And on August 30 and 31, 2023, through her attorney, Ms. James purchased this property in Norfolk, VA. In a Fannie Mae/Freddie Mac Form 3047 and in mortgage documents, she reaffirmed this would be her primary residence, despite being a statewide public office holder in the state of New York at that same time and primarily residing in the state of New York. **See Exhibit B**.

In fact, a building permit issued on her New York property on July 15, 2024 lists her New York property as the "JAMES RESIDENCE" and states "Remain Occupied":

26 Ow	6 Owner's Information									
		Name: LETITIA JAMES								
F	Relationship to Owner: SELF									
		Business Name: JAMES RESIDENCE	Business Phone:							
	Βι	usiness Address:	Business Fax:							
		E-Mail:	Owner Type: INDIVIDUAL							
		Non Profit: ☐ Yes 🛛 No								
Yes	No									
Y		Owner's Certification Regarding Occupied Housin	ng (Remain Occupied)							
	N	Owner's Certification Regarding Occupied Housing (Rent Control / Stabilization)								
		Owner DHCR Notification								
		Owner's Certification for Adult Establishment								
		Owner's Certification for Directive 14 (if applicabl	e)							

Primary residence mortgages receive more favorable loan terms, including lower interest rates, than secondary residence mortgages. Lenders view secondary residence mortgages as significantly riskier, as a borrower is more likely to continue paying off a primary residence mortgage during any financial hardship. Interest rates on secondary residence mortgages are typically between 0.25-0.50% higher than their primary residence counterparts; however, this gap can widen depending on the lender. At the time of the 2023 Norfolk, VA property purchase and mortgage, Ms. James was the siting Attorney General of New York and is required by law to have her primary residence in the state of New York—even though her mortgage applications list her intent to have the Norfolk, VA property as her primary home. It appears Ms. James' property and mortgage-related misrepresentations may have continued to her recent 2023 Norfolk, VA property purchase in order to secure a lower interest rate and more favorable loan terms.

### Brooklyn, NY 11238

A January 26, 2001 certificate of occupancy lists this property as having five units. **See Exhibit C.** On February 14, 2001, Ms. Letitia James purchased this five-family dwelling. Ms. James secured a conforming loan through the Fannie Mae/Freddie Mac Form 3033. Conforming loans are only available on 4 unit or less structures. Spanning the last two decades, Ms. James has consistently misrepresented the same property as only having four units in both building permit applications and numerous mortgage documents and applications. This even includes a 2011 application for the Home Affordable Modification Program ("HAMP"). **See Exhibit D**. And most recently a 2019 mortgage refinancing through a Fannie Mae and Freddie Mac lender. **See Exhibit E**.

Conforming loans, or Fannie Mae and Freddie Mac-backed mortgages, have favorable rates and terms to traditional private market mortgages for the explicit purpose of availability to lower and middle-income borrowers. Conforming single-family loans are subject to a cap of four dwellings per property. A building that exceeds four units must be treated as a multifamily property, and typically has larger down payment requirements and higher interest rates terms—with interest rates being between 0.75-1 percent higher—due to lenders viewing multifamily loans as significantly riskier. Additionally, the government's Home Assistance Modification Program ("HAMP") was started in 2008 to provide homeowners at risk of foreclosure with reduced monthly mortgage payments, and recipients had to have properties with four dwellings or less. It appears

that Ms. James may have listed the Brooklyn, NY property as four units instead of five units in order to meet the conforming loan requirements, and thus receive better interest rates. Ms. James also appears to have used this same falsification in order to receive mortgage assistance through HAMP.

### **Analysis:**

Ms. James, for both properties listed above, appears to have falsified records in order to meet certain lending requirements and receive favorable loan terms.

U.S. Federal Housing FHFA believes this and other alleged misconduct could be violations of the criminal code under 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1344 (bank fraud), 18 U.S.C. § 1014 (false statements to a financial institution), and/or other relevant state and federal laws.

For your reference, I have also attached documentation which shows in 1983 that Ms. James and her father signed mortgage documents that stated that they were husband and wife in order to secure a home mortgage. **See Exhibit F.** Then, on May 4, 2000, Ms. James was listed again as "husband and wife" in documents. **See Exhibit G.** While this was a long time ago, it raises serious concerns about the validity of Ms. James representations on mortgage applications.

There are unfortunately too many examples of individuals who commit fraud or mortgage fraud. Just last year, a federal jury convicted Marilyn J. Mosby of Baltimore, Maryland, on the federal charge of making a false mortgage application when she was Baltimore City State's Attorney, relating to the purchase of her property in Florida. Just last week, after the hard work of our agency's IG and the DOJ, a St. Louis man plead guilty to fraudulently obtaining home mortgages.

As always, we look forward to cooperating with the Department of Justice to support any actions that the Department of Justice finds appropriate. U.S. Federal Housing FHFA appreciates the Department of Justice's support in ensuring the protection of American homebuyers and taxpayers from mortgage fraud and other financial misconduct.

Respectfully submitted,

William J. Pulte Director, U.S. Federal Housing FHFA

## **EXHIBIT A**

# SPECIFIC POWER OF ATTORNEY (Purchase of Real Estate)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LETITIA A. JAMES, does hereby constitute and appoint SHAMICE THOMPSON-HAIRSTON of the City of \( \lambda \lambda \kappa \lambda \lambda

- Execution of the Deed of Trust in a loan amount not to exceed \$225,000.00 Execution of Real Estate Settlement Procedures Act Forms;
- (2)
- (3)
- Execution of Note; miscellaneous loan closing documents in a loan amount not to exceed \$225,000.00; and Execution of Purchase Agreements and Addendums with a sales price not to exceed 250,000.00 (4)

I HEREBY DECLARE that I intend to occupy this property as my principal residence.

I HEREBY DECLARE that any act or thing done hereunder, by my said Attorney-in-Fact shall be binding on myself, my heirs, my legal and personal representatives, and assigns only insofar as they are consistent with the powers granted herein.

I HEREBY RATIFY all that my said Attorney-in-Fact shall lawfully do or cause to be done by

THIS POWER OF ATTORNEY shall not be affected by the subsequent disability or incompetence of said principal.

THIS POWER OF ATTORNEY CAN BE REVOKED OR TERMINATED ONLY BY A WRITING COMMUNICATED TO AND RECEIVED BY MY ATTORNEY-IN-FACT PRIOR TO MY ATTORNEY-IN-FACT EXERCISING SUCH POWER.

THIS POWER OF ATTORNEY SHALL EXPIRE: August 7, 2024

TAX ID#: 46846800

McCormick Law & Consulting 101 Granby Street, Suite 200 Norfolk, VA 23510

Prepared by: John M. McCormick (VSB#80676) McCormick Law & Consulting 101 Granby Street, Suite 200 Chesapeake, VA 23320

Page 1 of 2

IN WITNESS WHEREOF, the said Letitia A. James has aff	ixed her signature and seal on this
Let	tia A. James
STATE OF: New York	
CITY/COUNTY OF: New York to wit:	
The foregoing instrument was acknowledged, subscribed to, an	ad executed before me this 17th
day of Avgust, 2023, by Letitia A. James. In addit	
known to me or has produced appropriate identification.	
My Commission Expires: April 14, 2624 My Registration No.: Ole R6185293	JULIUS CROCKWELL NOTARY PUBLIC, STATE OF HEW YO NO STORESSESSESS OBJULIFIED INCUEENS COUNTY MY COMMISSION EXPIRES APR 14.
On the date last above written, declared to us, the undersigned ber Specific Power of Attorney and requested us to act as wit knowledge. Lettita A James was of eighteen years of age or constraint or undue influence. Lettita A. James thereupon sign in our presence, all of us being present at the same time. We rand in the presence of each other, subscribe our names as witn	rnesses to it. That to the best of our over, of sound mind, and under no ned this Specific Power of Attorney now, at her request, in her presence
Executed on August 17, 2023 in New	gork County, NOS
We declare under penalty of perjury that the foregoing is true	and correct.
- Ou	345 Parkside the
[signature - please print name under this line]	Braklyn ws 11226

Page 2 of 2

42 Pine Street Staten Island NY 10301 [address]

Shawna Parchmunt

## EXHIBIT B

When recorded, return to: First American Kertigage Solutions On Behalf of AnnieMac Home Mortgage Atta: Final Document Department 1795 International Way Idaho Falls, ID 83402 This document was prepared by: Kuti Noga, Loan Closer American Neighborhood Mortgage Acceptance Company American Neighborhood Mortgage A LLC 5040 Corporate Woods Dr Suite 101 Virginia Beach, VA 23462 757-904-5740

Title Order No.: 23070197HR

DEED OF TRUST

FIX. 200. NO.

FIX. 2

as Borrower (trustor); to Alexander Title Agency, Incorpora

Borrower is the trustor under this Security Instrument.



LOAN #: 6020337746

(F) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designed.
(S) "Successor in Interest of Borrower" means any party that hes taken life to the Proparty, whether or not hait party has assumed Borrower's colligations under the Note and/or this Security instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security instrument is MERS (solely as nomines for Lorder and Lorders are ossions and assigned and the successors and assigned and MERS. This Security instrument accurate Londer (i) the repayment of the Lorn, and all menevals, extensions and modifications of the Note; as (ii) the parformance of Borrower coverands and agreements under this Socurity instrument and Note. For this purpose, Borrower inevocably grants and conveys to Trustos, in trust, with power of as the following described properly located in the City.

Ties of Theodories Authorities.

See Attached Legal Description APN #: 46846800

Virginia 23505 [Zip Code] TOGETHER WITH all the Improvements now or hereafter erected on the property, and all essements, apputenences, and fixtures now or hereafter a part of the property. All representations and additions shall as the "Property Sorrower understands and agrees that MEHS helds only legal fittle to the interest granted by Borrower in this Security instrument, but, if necessary to comply with law or custom. MEHS (se nomine for Landers and Lander's successors and assigns) has the right to exercice any or all of actions required of Lender including, but not Imited to releasing and canceling this Security instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Proporty and that the Proporty is unencumbored, except for ancum-brances of record. Borrower warrants and will defend generally the title to the Proporty against all claims and demands, autject to any anoumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as notower.

1. Payment of principal, interest, Secrow Berns, and Late Charges. Borrower shall be yield the principal of and interest on, the debt evidenced by the Rote and late charges due under the Note. Borrower shall also pay funds for Escrow terms pursuant to Section 3. Payments due under the Note and this Security instrument shall be made in U.S. currency. However, if any check or other instrument leadened by Lender se payment under the Note or this Security instruments instrumed to Lander handled the Note or this Security instrument is subject to the security of the security of the Note of the Security instruments instrumed to Lander handled the Note or the Security instruments instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) carrified check, bank check, treasurer's check or eachier's check, provided any such check drawn upon an institution whose deposite are insured by a federal agency, instrumentally, or entity, or Payments are deamed received by Lender when received at the location designated in the Note or at auch other location as may be designated by Lender in accordance with the notice provisions in

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Lender is a Limited Liability Company, oxisting under the laws of Delaware. Lender's address is 700 East Gate Drive, Suite 400, Mt. Laurei, NJ 08054.

Trustee (whether one or more persons) is a Virginia resident anclor a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is: 5875 Trinity Parkway, Suite 210, Centerville, VA 20120.

(E) "MERRO" is Mortgage Electronic Registration Systems, Inc. MERS is a asparato corpora acting conty as a norminos for Lander and Lander's successors and assigns, MERRO is the to-an address and steppone number of PO, Box 2006, Fine, MI 4860-2006, Set (1988) 679-MI (F) "Note" means the permission note agreed by Borrower and detect August 31, 2023.

(6) "Property" means the property that is described below under the heading "transfer of Rights in the heading." (8) "Loan" impairs that distributions of the fibre place historial, ideal charges does under the Note, and (1) "Ridges" means at Ridges or but Socially instrument that are occupied by thorouse. The following Ridges are to be executed by thorouse. The following Ridges are to be executed by thorouse. The following Ridges are to the execution by the ridges of the ri

(4) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, controlling applicable federal, state and local statutes, regulations, order to the state of th

(N) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessmental and sessional programments are programments. Computer, or segments layer than the programments are programments and sessional programments. Computer, or segments layer sessional an economic State hardward sessional and second sessional programments. Such norm fundations for short land to programments and sessional programments and sessional programments. Such norm fundations for sessional programments are sessionally sessional programments and designations of demanges, or programments of the sessional programments and demanded sessional programments are sessionally sessional programments. Sessional programments are sessionally sessional programments and demanded sessional programments are sessionally sessional programments and demanded sessional sessional programments are sessionally sessional session

Section 14. Lender may return any coverent or partial payment if the payment or partial payments are insufficient to bring the Lean current Local model may covered by payments or payments are the payment or payments are insufficient to bring the Lean current Local current, whose when the covered to any digital parauncler or payingtice to its eights to return such payments are counted to the payments are the covered to the payments are covered to the payments of the payments are covered to the payments are covered to the payments of the payments are covered to the payments are covered to the payments of the payments of the payments are covered to the payments of the payments of the payments are covered to the payments of the payments of the payments of the payments are covered to the payments of the payments

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Page 4 of 11 VAEFHA1SDE 1130 VAEFHA1SDE 1130 VAEDED ALS

4. Charges: Liene. Sorrower shall pay all taxes, assessments, charges, these, and imposition attributable to the Property which can attain teionly over the Security Instruer. Instance, the original report or ground retries on the Property if any, and Community Association Dues, Fees, and Assessments, any, To the extent that these items are Escrow Items, Borrower shall pay them in the manner provide in Section 3.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property winch can stall apriority over this Security instrument, leasehold payments and inspections of the extended payments and inspections. It is secured to the property of the extended payments and inspections are secured to the security instrument under a security and the security instrument under a security of the security instrument under a security of the security instrument and the security instrument and the security instrument in a security instrument. If Lender determines that any part of the Property is subject to a security instrument. If Lender determines that any part of the Property is subject to a security instrument. If Lender determines that any part of the Property is subject to a security instrument. If Lender determines that any part of the Property is subject to a security instrument. If Lender determines that any part of the Property is subject to a security instrument. If Lender determines that any part of the Property is subject to a security and security instrument. If Lender determines that any part of the Property insurance. Sorrows askind keep the improvements new existing or harvastic excess of more of the actions set forth above in this Section 4.

S. Property impurance. Sorrows askind keep the improvements reverse and satisfy the lien of any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance deals the maintained in the amounts formed providing determined keeps of the coverage of the coverage and the coverage a



by this Security instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscollanous Proceeds shall be applied in the order provided for in Section 2.

Miscollanous Proceeds shall be applied in the order provided for in Section 2.

In the excess, if any, paid to Borrower. Such the excess, if any, paid to Borrower in the excess of any, paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Proparty in which the teir market in the event of a partial taking, destruction, or loss in value in englat to greater than the amount of the sums secured by this Security instrument immediately before the partial taking, destruction, or loss in value, any leader otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the Miscollanous Proceeds multiple to the partial taking, destruction, or loss in value and the sums secured by this Security instrument shall be reduced by the amount of the Miscollanous Proceeds multiple taking, destruction, or loss in value and the sums secured by the Security instrument shall be reduced by the amount of the Miscollanous Proceeds multiple taking, destruction, or loss in value. Any behance shall be paid to Sorrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the tair market was a second of the partial taking, destruction, or loss in value with the partial taking, destruction, or loss in value with the partial taking, destruction, or loss in value unless sorrower and Lender otherwise agree in writing, the Miscollanous Proceeds shall be applied to the sums secured immediately before the partial taking, destruction, or loss in value, unless sorrower and Lender otherwise agree in writing, the Miscollanous Proceeds shall be applied to the sums secured by this Security instrument, sealing the secured to section to the sums secured by this Security instrument. Because the paid to the property in the secured by this Security instrument, whethe

VIRCHIAL - Single Temps - Temps MacFreddie Mac UNIFORM INSTRUMENT Porm 3047 (91 MacMedie for Fit Al an 2014 (FUE) Inerthox 4000 1) Page 7 of 11 VAEFHARDLE 1133 VAEFHARDLE 1134 VAEFHARDLE 113



LOAN #: 6020537788

COVERAGE of the Property Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due, investor that the property is the property of the pr

6. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process. Borrower or any parane so entities acting a the direction of Borrower or with Borrower's knowledge of proceedings of the property showledge of proceedings and the process of the property showledge of proceedings and the process of the Property and English Linder the Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. If (a) Borrower fails to perform the covenants are dispersed to the property instrument (such as a proceeding in bankrupky, probate, for condemnation or forfeiture, for enforcement of a line which may after priority over this Security Instrument or or enforce laws is reasonable or appropriate to probert Lender's interest in the Property and rights under this Security Instrument or enforce instruments of the Property Lender's actions can include, but as not limited to (a) paying any sums secured by a stitlenge of the Property Lender's actions can include, but as not limited to (a) paying any sums secured by a stitlenge of the Property Lender's actions can include, but as not limited to (a) paying any sums secured by a stitlenge of the Property Lender's actions of the Property Includes, but is not limited to the Property Includes, but is not limited water from place, eliminate building or other code violations or dangerous conditions, and have utilities to account the property includes, but is not limited to the Property Includes, but is not limited to the Property Includes, but is not limited to the Property Includes, but is not limit



principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the discussion of the result of the control of the payment of the payment of the payment of the discussion of the control of the payment of the payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower and the payment of the payment of

VIRGINIA - Single Family - Famile Mac/Freddle Modified for FHA 9/2014 (HUD Handbook 4060.1) ICE Mortgage Technology, Inc.





one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the Control of the Control of the Note. If there is a change of the Loan Servicer is not not the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing displaces to be browner will remain with the Loan Servicer or be transferred to a successor Loan Servicer of the Note, the mortgage loan servicing displaces to be browner will remain with the Loan Servicer or be transferred to a successor Loan Servicer and the Control of the Note, the mortgage insurance reimbres Leader (or any entity that purchases the Note) for cortain loses at may lorur if Berrower does not repay the Loan as agreed. Sorrower acknowledges and agrees that the Borrower is not a third party berriers and the service of the Note o



If the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

26. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a 26. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a processor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee chall succeed to all the tile, power and obtate confirmed upon Trustee therein and by Applicable Law.

NOTICE:THE DEBT SECURED HEREBY IS SUBJECTTO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contain urity instrument and in any Rider executed by Borrower and recorded with it.

SHAMICE THOMPSON HARSTON Hawton so Attorney in Shamice THOMPSON HARSTON Hawton so Attorney in Shamice THOMPSON HARSTON, AS ATTORNEY IN PACT FOR LETTITIA A DAYE

The foregoing instrument was acknowledged before me this AUGUST 31, 2023 (date) by SHAMICE THOMPSON-HAIRSTON AND SHAMICE THOMPSON-HAIRSTON, AS ATTORNEY-IN-FACT FOR LETITIA A JAMES.

MICHELE R NORFLEET
Notary Public - Reg. # 301934
Commonwealth of Virginia
My Commission Expires Apr. 30, 2025

Michelle Meffett Notary registration number: 301934

My commission expires: 4(30)2035

Lender: American Neighborhood Mortgage Acceptance Company LLC. NMLS ID: 338923 Loan Originator: Mike Vocl NMLS ID: 1389990

VIRGINIA - Single Family - Famile Mae/Freddie Mac U Modified for FHA 9/2014 (HUD Handbook 4000 1) ICE Methodo February Inc.

Page 11 of 11



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

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

23. Assignment of Pients. Borrower unconditionally assigns and transfers to Lender all the ents and revenues of the Property Borrower author/zes Lender or Lender's agents to collect the rents and revenues of the Property Borrower author/zes Lender or Lender's agents to collect the rents and 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 ents and revenues of the Property as trustee for the property as trustee or the property of the property of the property as trustee or the property of the property of the property as trustee or the property of the property of the property as trustee or the property of the property of the property of the property as trustee or the property of the property of the property of the property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. Allowers, Lender or a judicially appointed receiver may do as at a second property of the Security Instrument is paid to the property shall pay all rentiments to property. The property of the Security Instrument is paid in fully entered to the property shall terminate when the dole socured by the Security Instrument is paid in fully entered to the property shall terminate when the dole socured by the Security Instrument is paid in fully entered to the property shall terminate when the dole socured by the Security Instrument is paid in fully entered to the property shall terminate when the dole socured by the Security Instrument is paid in fully entered to be property shall terminate when the dole socured by the Security Instrument is paid in fully entered t

Page 10 of 11 VAEFHA15DE 1120 VAEDBEE (CLS) 08/31/2023 11 66 AM PST

# **EXHIBIT C**

to Keeping led a Merc. MANAGE

THE CITY OF NEW YORK



# DEPARTMENT OF BUILDINGS **CERTIFICATE OF OCCUPANCY**

BOROUGHBROOKLYN

DATE: !/AAI 2 6 200 NO. 3P0010437
ZONING DISTRICT R-6

This certificate supersedes C.O. NO
THIS CERTIFIES that the new—altered—existing—building—premises

Lot 21 CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REQUIREMENTS OF THE USES AND OCCUPANCIES SPECIFIED HEREIN.

### PERMISSIBLE USE AND OCCUPANCY

STORY	LBS. PER SO. FT.	NO. OF PERSONS PERSONS PERSONS	DMATTING DMATTING SCHOOL	CODE HABITABLE ROOMS	USE GROUP	SULCONG CODE COOLPANCY GROUP	DESCRIPTION OF USE
CELLAR	og						ORDINARY USE, BOILER ROOM
BASEMENT	40		1	3	2	RES.	ONE FAMILY
FIRST	40		1	2	2	RES.	ONE FAMILY
SECOND	40		1	2	2	RES.	ONE FAMILY
CHIRD	, 40		2	2	2	RES.	TWO FAMILY
						3	
						×.	TOTAL:FIVE(5) FAMILY DWELLI
		, Ag		100	3,	e 9 .	
					111		

-			· .
OPEN SPACE		SPACES, LOADING BERTHS, OTHE	R USES, NONE)
M Superior	A NEW AMENINE	JSE OR OCCUPANCY SI	
	11 17 - 4 4	SSUED SUBJECT TO FUI	THER LIMITATIONS, CONDITIONS AND
-2:	BOROUGH SUPERINTENDENT	Acting	Commissioner BKLN-:
ORIGINAL	OFFICE COPY - DEPAR	TMENT OF BUILDINGS	□ COPY

### EXHIBIT D

# 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.



2011101900646002001E228C

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 11

Document ID: 2011101900646002 Document Date: 08-23-2011

Preparation Date: 10-19-2011

Document Type: MORTGAGE AND CONSOLIDATION

Document Page Count: 9

PRESENTER:

INTRACOASTAL ABSTRACT CO., INC.

31 STEWART STREET CO -PICK UP USTA FLORAL PARK, NY 11001

516-358-0505

1273

RETURN TO:

OCWEN LOAN SERVICING, LLC

1661 WORTHINGTON ROAD - SUITE 100

ATTN: LINDA KAY ESTEP WEST PALM BEACH, FL 33409

561-682-8835

PROPERTY DATA

Borough BROOKLYN Block Lot

nit Address

Property Type: DWELLING ONLY - 4 FAMILY

CROSS REFERENCE DATA

CRFN: 2005000404883

x Additional Cross References on Continuation Page

MORTGAGOR: LETITIA JAMES

LETTIA MAILO

BROOKLYN, NY 11238

PARTIES

MORTGAGEE: US BANK NA, AS TRUSTEE

C/O OCWEN LOAN SERVICING, LLC, 1661

WORTHINGTON ROAD - SUITE 100 WEST PALM BEACH, FL 33409

NYC Real Property Transfer Tax:

NYS Real Estate Transfer Tax:

FEES	AND	TAX	ŒS
	F	iling	Fee:

Mortgage					
Mortgage Amount:	S	585,929.55			
Taxable Mortgage Amount:	S	29,033.17			
Exemption:	255				
TAXES: County (Basic):	S	145.00			
City (Additional):	S	290.00			
Spec (Additional):	S	0.00			
TASF:	S	72.50			
MTA:	S	87.00			
NYCTA:	S	0.00			
Additional MRT:	S	0.00			
TOTAL:	S	594.50			
Recording Fee:	\$	82.00			
Affidavit Fee:	S	8.00			

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

Recorded/Filed 12-07-2011 15:31 City Register File No.(CRFN):

2011000427870

00.0

00.0

Practic M. Still

City Register Official Signature

### EXHIBIT E

### 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. 2019082900029001001E8A0E RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 8 Document ID: 2019082900029001 Preparation Date: 08-29-2019 Document Date: 08-23-2019 Document Type: MORTGAGE Document Page Count: 7 PRESENTER: RETURN TO: SERVICELINK HOME EQUITY SERVICELINK 1355 CHERRINGTON PARKWAY 1355 CHERRINGTON PKWY MOON TOWNSHIP, PA 15108 MOON TOWNSHIP, PA 15108 SUPPORT@SIMPLIFILE.COM SUPPORT@SIMPLIFILE.COM PROPERTY DATA Unit Address Borough Block Lot BROOKLYN Property Type: DWELLING ONLY - 4 FAMILY CROSS REFERENCE DATA or DocumentID Reel\_\_\_ Page\_ or File Number Year\_ PARTIES MORTGAGOR/BORROWER: MORTGAGEE/LENDER: CITIBANK NA 1000 TECHNOLOGY DRIVE BROOKLYN, NY 11238 O'FALLON, MO 63368 FEES AND TAXES Mortgage: Filing Fee: Mortgage Amount: 100,000.00 0.00 Taxable Mortgage Amount: 100,000.00 NYC Real Property Transfer Tax: Exemption: 0.00 TAXES: County (Basic): 500.00 NYS Real Estate Transfer Tax: City (Additional): 1,000.00 Spec (Additional): 0.00 RECORDED OR FILED IN THE OFFICE TASF 250.00 OF THE CITY REGISTER OF THE MTA: 300,00 CITY OF NEW YORK NYCTA: 0.00 Recorded/Filed 08-30-2019 15:23 Additional MRT: 0.00 S City Register File No.(CRFN): 2019000279773

2,050,00

72,00

0.00

City Register Official Signature

TOTAL:

Recording Fee

Affidavit Fee:

# **EXHIBIT F**

				one t	nortgages insured under o four-family provision tional Housing Act.	s of
			RTGAGE			
THIS MORTO	ROBERT JAME	S AND LET	OTH ITIA JAMES , H		MAY , 19	83
who reside(s) at			RICHMOND HILL,	NEW YORK	REEL 1509 PAGE 1	110
and a corporation organ	KADILAC FUN	ler the laws of th	e State of New York OLD COUNTRY F	MAD BOY 34	the MORTG	
THIRT which sum is to be sereby mortgages	that to secure the pays Y THOUSAND TO paid, with interest the to the Mortgages:	ment of an indet	tedness in the principal s RED AND NO/100 to a certain bond or abli	um of Egation bearing even	Pollars (\$ 30,3	00.300
			uilding and improvemen			
AND D	ESCRIBED AS I	POLLOWS:	ENS, CITY AND	STATE OF NE	W YORK, BOUN	DED
SECTI	NING AT A POR EEN (18) FEET ON OF THE WES OF 114TH AVER	TERLY SI	E WESTERLY SID LY FROM THE CO DE OF INWOOD S	E OF INWOOD RNER FORMED TREET WITH	STREET, DIS BY THE INTE THE SOUTHERL	TANT R- Y
DISTA	NG THENCE WES	PARTY W	RALLEL WITH 11 ALL ONE BUNDRE	4TH AVENUE D (100) PEE	AND PART OF	PHE
THENC	E SOUTHERLY I	ARALLEL V	VITE INWOOD ST	REET SIXTEE	N (16) FEET;	
THROUG	E EASTERLY PA SH ANOTHER PA OF INWOOD STE	RTY WALL	TH 114TH AVEN ONE HUNDRED (	UE AND PART 100) FEET T	OF THE DIST	ANCE LY
THENCE	NORTHERLY A	LONG THE	WESTERLY SIDE	OF INWOOD	STREET SIXTE	EN
TOGET! RIGHT	SER WITH THE CP WAY IN LI	BENEFITS BER 3034	AND SUBJECT T PAGE 120.	O THE BURDE	NS OF A CERT	AIN
Fixtures and per	sonality include, witho	ut being limited	to:			
Said premises be	ing known as:				ORK 11420	
	y is improved by a	ONE	family residence onl	у.	-12	
Together with all	the right, title and inter the center lines thereof	est of the mortgap	ors of in and to any land I	ying in the bed of the	street in front of and adj	pining
premiers to	on Camer lines threof					

IN WITNESS WHEREOF	, this mortgage has been duly executed	by the Mortgagor.	
		Colul Junes ADBERT SAMES ACTUAL LETITIA JAMES	(L.S.)
			(L.S.)
In presence of	K Blever	14.	(L.S.)
STATE OF NEW YORK.	1		
COUNTY OF NA	SSAU SS		
25.			
		2	
On the 20T		nineteen hundred and	
EIGHTY-THRE		//	
to be the individual de	S AND LETITIA JAMES, scribed in and who executed the foregoing	HIS WIFE on the personally known instrument and	n and known to me
acknowledged that	executed the same	11/1	

## **EXHIBIT G**

REEL 5580 PG 1798

24221520

NEW YORK DISCHARGE

KNOW ALL MEN BY THESE PRESENTS,

THAT

HomeSide Lending, Inc.

9601 McAllister Frwy San Antonio, TX 78216

Does hereby certify that the following Mortgage is paid, and does hereby consent that the same be discharged of record,

Mortgage dated the 20TH day of MAY, 1983, made by ROBERT JAMES AND LETITIA JAMES, HIS WIFE

to KADILAC FUNDING LTD. in the principal sum of \$30300.00 and recorded on the 7TH day of JUNE, 1983 in Book/Reel 1539 of Mortgages, Page 1110, in the office of the Clerk of the County of NEW YORK CITY D, State of New York, Lot 7, Block 11975, Section 52 Township.

ASSIGNED FROM KADILAC FUNDING LTD. TO THE RICHARD GILL COMPANY ON 6/7/83, REC 6/27/83, RL 1545, PG 878; ASSIGNED FROM THE RICHARD GILL COMPANY TO BANCPLUS MORTGAGE CORP. ON 9/23/87, REC 11/12/87, RL 2491, PG 0502.

Property Address: NY 11420 Which Mortgage has not been further assigned of record.

Dated APRIL 17, 2000 In presence of:

SANTELLAN

ASSISTANT SECRETARY

HomeSide Lending, Inc. successor by merger to BancPLUS Mortgage Corp.

STATE OF Texas

COUNTY OF Bexar

88: