

5. The Note has been assigned from BNY to me, as the Trustee, by an Allonge dated July 31, 2019. A copy of the Allonge is attached as Exhibit F.

6. By an Open End Mortgage Deed dated January 3, 2011 (the "Mortgage Deed"), Fotis Dulos and Jennifer Dulos, to secure the Note, mortgaged to BNY a certain piece or parcel of land, together with all buildings and improvements thereon, situated in the Town of Farmington, County of Hartford and State of Connecticut, known and designated as 4 Jefferson Crossing, which is more particularly described in the Second Amended Complaint dated February 20, 2020 (Entry No. 138.00) in this action, of which Fotis Dulos and Jennifer Dulos were then the record owners. The Mortgage Deed is conditioned on the payment of the Note according to its tenor, and the performance of certain covenants and conditions contained in the Mortgage Deed; which Mortgage Deed was recorded in Volume 1101, Page 125 of the Farmington Land Records; as modified by a) an Amendment To Open-End Mortgage Deed effective as of April 1, 2012 and recorded September 6, 2012 in Volume 1046, Page 852 of the Farmington Land Records and b) by an Amendment To Open-End Mortgage Deed effective as of April 1, 2013 and recorded on July 19, 2013 in Volume 1074, Page 394 of the Farmington Land Records. A copy of the Mortgage Deed is attached as Exhibit G and copies of the amendments are attached as Exhibits H and I.

7. The Mortgage Deed was assigned to me, as the Trustee, by an Assignment Of Mortgage dated July 31, 2019 and recorded on August 8, 2019 in Volume 1181, Page 441 of the Farmington Land Records. A copy of the Assignment is attached as Exhibit J.

8. I, as the Trustee, still own the Note and Mortgage Deed.

9. I am in possession of the original loan documents that are attached as Exhibits A-J and they are available for virtual viewing by the court or can otherwise be presented as the court may direct.¹

10. Fotis Dulos defaulted on the Note and Mortgage Deed by failing to make payments due thereunder from November of 2018 through the present. As a result, I elected to declare the entire outstanding balance of the Note and Mortgage Deed to be immediately due and payable.

11. As of August 31, 2020, the following sums are due to me, as the Trustee, under the Note and Mortgage Deed:

Principal	\$2,300,000.00
Interest (without compounding) from July 1, 2019 to December 11, 2019 at the rate of \$5.33 per annum (\$335.86 per day x 164 days)	\$55,081.04
Interest (without compounding) from December 12, 2019 to August 31, 2020 at the rate of \$4.22 per annum (\$265.92 per day x 263 days)	\$69,936.96
Total Interest	\$ 125,018.00
Real Estate Taxes Advanced	\$ 42,261.54
Force Placed Insurance	\$ 15,050.00
Homeowner Association Dues	\$ 1,612.00
Receivership Fees	\$ 4,830.00
Receivership Expenses	\$ <u>1,694.23</u>
Total Debt	<u>\$2,490,465.77</u>

¹ I, as Trustee, also have a one-half of record interest in the property being foreclosed by virtue of a Quit Claim Deed dated August 16, 2019 from Gloria Farber, Attorney-In-Fact For Jennifer Farber Dulos a/k/a Jennifer Dulos which was recorded on August 20, 2019 in Volume 1181, Page 1090 of the Farmington Land Records.

Interest continues to accrue on this indebtedness at the rate of \$265.92 per day.

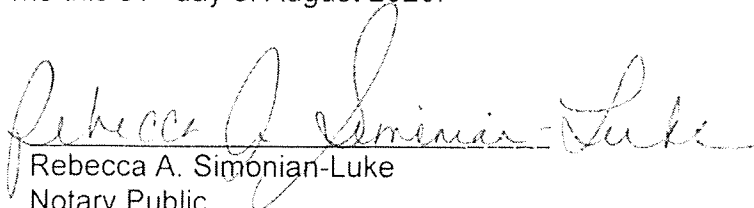
12. The Note provides that Fotis Dulos shall be liable for all of the Trustee's costs and expenses in enforcing the Note, including without limitation, reasonable attorney's fees.

13. I am unaware of any setoffs or counterclaims to the aforementioned indebtedness.



Mark H. Dean

Subscribed and sworn to before me this 31st day of August 2020.



Rebecca A. Simonian-Luke

Notary Public

My Commission Expires: 01/31/2024

ADJUSTABLE RATE NOTE **EXHIBIT A** ^{NOTE}

LOS #: 76446
MLS #: 000000000C

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

JANUARY 3RD, 2011

[Date]

FAIRFIELD, CONNECTICUT

[City]

[State]

4 JEFFERSON CROSSING, FARMINGTON, CT 06032

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 2,300,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. "Lender" is BNY MELLON, N.A. I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest for the first 60 months of this loan at a yearly rate of 3.750%. Thereafter, the interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

For the first 120 months of my loan I will make payments of interest only, in arrears, on the first day of every month. My first monthly payment will be due on MARCH 1ST, 2011.

Beginning with my payment due on MARCH 1ST, 2021, I will make payments of Principal and interest by making payments every month. I will make these payments until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest and other charges before they are applied to Principal. If, on FEBRUARY 1ST, 2041, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments in care of Dovenmuehle Mortgage, Inc. 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8924 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 7,187.50. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the amount of unpaid Principal and in the interest rate that I must pay. Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on FEBRUARY 1ST, 2016, and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Initial [Signature]

(B) The Index

Beginning with the first Change Date, my interest rate will be based on the Index. The "Index" is the One Year London Interbank Offered Rate (LIBOR) reported in the Tuesday edition of The Wall Street Journal (Eastern Edition) in its general guide to Money Rates as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The One Year LIBOR rate in the Tuesday edition (or the next preceding edition if there is no Tuesday edition) of The Wall Street Journal on or immediately preceding the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Forty-five (45) days before each Change Date, Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage point(s) (2.250) to the Current Index. Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is exactly one-sixteenth (1/16th) more or less than the nearest one-eighth of one percent (0.125%), my interest rate for that adjustment period will be rounded to the next highest one-eighth of one percent (0.125%).

During the first 120 months of this loan, Note Holder will determine the amount of the monthly payment that I am expected to owe on the Change Date by calculating the amount that will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning with the Change Date on FEBRUARY 1ST, 2021, Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.750 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 8.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal in excess of my monthly payment is known as a "Prepayment." When I make a Prepayment, I will tell Note Holder in writing that I am doing so.

Initial: _____

Unless otherwise provided in a separate Prepayment addendum, I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note in accordance with Note Holder's then-current policies and procedures. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless Note Holder agrees in writing to those changes. Any partial Prepayment made during the first 120 months of the loan term will reduce the amount of any subsequent payments as the balance on which the monthly interest payments are computed will be reduced. Any partial Prepayment made after the first 120 months of the loan term may reduce the amount of monthly payments which are due after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

If Note Holder incurs any costs in connection with a default, or reinstatement of the loan subsequent to a default, or has required me to pay immediately in full as described above, Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note, whether or not a lawsuit is brought, to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

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

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

Initial: 

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 as provided in the guaranty, surety agreement or endorsement. 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. Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed or any other agreement between the Borrower and the Lender executed in connection with this Note ("Security Instrument"), protects Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are amended hereby and described as follows:

Transfer of the Property or a Beneficial Interest in Borrower.

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

To the extent permitted by applicable law, Note Holder may charge a reasonable fee as a condition to Note Holder's consent to the loan assumption. Note Holder may also require the transferee to sign an assumption agreement that is acceptable to Note Holder and that obligates the transferee to keep all the promises and agreements made in the Note and in the Security Instrument.

If Note Holder exercises the option to require immediate payment in full, Note Holder shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Security Instrument. If I fail to pay these sums prior to the expiration of this period, Note Holder may invoke any remedies permitted by the Security Instrument without further notice or demand on me.

Notwithstanding a sale or transfer, I will continue to be obligated under the Note and the Security Instrument unless Note Holder has released me in writing.

Initial: _____

12. GOVERNING LAW

This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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

WITNESS:

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

[Handwritten signatures]
[Handwritten signature: Jonathan S. Markowitz]

[Handwritten signature]
FOTIS DULOS

JENNIFER R. DULOS

THIS NOTE INCORPORATES ADDENDUM(S) # 1

(Sign Original Only)

ADDENDUM NO. 1 TO ADJUSTABLE RATE NOTE

LOS #: 76446

This Addendum is made to an Adjustable Rate Note dated JANUARY 3RD, 2011, as modified or amended ("Note"), which Note is payable to BNY MELLON, N.A. by the undersigned. Notwithstanding any provisions in the Note with respect to the Index, Margin, adjustment period and/or amortization schedule, the Note is hereby amended to add the following additional provision:

Unless I am in default or this Addendum will not permit me to do so, I may amend this Note and the Security Instrument to change the Index, Margin, adjustment period and/or amortization schedule hereunder to those available under the Lender's then current Loan Modification Option program. To exercise the Loan Modification Option, I must first meet certain conditions. Those conditions are that (i) there shall have been a satisfactory payment history under the Note; (ii) I must give the Note Holder written notice that I want to exercise the Option; (iii) by the date specified by the Note Holder, I must pay the Note Holder an Option fee and any other fees necessary to insure that the Note Holder has a duly perfected first priority lien on the Property; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the Option. The Option may be exercised only to the extent permitted by applicable law. The Loan Modification Option may also only be exercised only if (i) the Option is available at the time of the exercise and the Note Holder at the time of exercise is the original Lender under this Note or an assignee that is an affiliated company of such Lender and (ii) at least twelve (12) months have elapsed between the date of the Note and the Option exercise date.

The foregoing provision is in addition to the terms of the Note, as modified by any prior modification or addendum, which terms are hereby confirmed in all respects. Any capitalized term used in this Addendum and not defined herein shall have the meaning given to such term in the Note. The Lender is hereby authorized, at its option, to reference this Addendum on the face of the Note.

Executed as a document under seal as of the date of the Note.

WITNESS:

Witness signatures and lines for Borrower, including names like FETIS DULOS and JENNIFER A. DULOS, each followed by (SEAL) Borrower.

ACKNOWLEDGED AND AGREED

BNY MELLON, N.A., as Lender

By: [Signature]

**CONSTRUCTION LOAN PROGRAM AMENDMENT AGREEMENT
TO NOTE**

THIS CONSTRUCTION LOAN PROGRAM AMENDMENT AGREEMENT ("Agreement") is entered into as of this 3rd day of JANUARY, 2011, by and between BNY MELLON, N.A. ("Lender") and FOTIS DULOS AND JENNIFER DULOS ("Borrower") in connection with a \$ 2,300,000.00 mortgage loan made to the Borrower by the Lender ("Loan") and secured by a first lien on real estate owned by Borrower located at 4 JEFFERSON CROSSING, FARMINGTON, CT 06032 ("Property").

Reference is made to the documentation executed as of the date of this Agreement evidencing the Loan, specifically to (i) an Adjustable Rate Note payable by the Borrower to the Lender ("Note"); and (ii) a mortgage or similar instrument executed by the Borrower, as mortgagor, granting to the Lender a security interest in the Property and all improvements thereon ("Mortgage").

Reference is also made to a Commitment Letter issued by the Lender and delivered to the Borrower, setting forth the terms and conditions on which the Loan would be made to the Borrower by the Lender ("Commitment Letter").

WHEREAS, the Borrower intends to construct a primary residence or to make renovations to an existing residence on the Property ("Improvements"); and

WHEREAS, the Borrower and Pledgor have executed as of this date a Pledge and Security Agreement ("Pledge Agreement") granting to the Lender a security interest in certain collateral ("Additional Collateral") with a current market value of \$ 3,285,714.00 and

WHEREAS, the parties hereto have negotiated certain terms and conditions of the Loan and release of the Additional Collateral which are not set forth in the Note, the Mortgage or the Pledge Agreement; and

WHEREAS, the parties wish to set forth these terms and conditions in final form, as mutually understood and agreed as of this date.

NOW THEREFORE the parties hereto do agree as follow:

1. In addition to the terms and conditions set forth in the Note, the Mortgage and the Pledge Agreement, the Loan is subject to the following conditions:

a) Disbursement of Note Proceeds: Notwithstanding any provision in the Note to the contrary, it is understood that the Principal (as defined in the Note) shall be drawn by the Borrower subject to the following conditions:

(i) Interest shall be payable in accordance with the terms of the Note on that portion of the principal that has actually been drawn by the Borrower in accordance with this Section 1(a), provided, that the principal shall be disbursed in its entirety eighteen (18) months after the date of the Note, and the Borrower shall thereafter pay interest on the full principal amount set forth in the Note.

(ii) Disbursements of undrawn principal shall be made in accordance with a written request of the Borrower in a form substantially similar to attached Exhibit A ("Draw Request") and addressed to BNY Mellon Wealth management, c/o Dovenmuehle Mortgage, Inc., One Corporate Drive, Suite 360, Lake Zurich, IL 60047-8924 (Ph # 800-264-5344; facsimile # 847-550-7419). Disbursement requests may be made no more than once per calendar month between the 1st and the 10th day of the month; each such request shall be in a minimum amount of \$50,000. The Lender shall be entitled to fully rely on any Draw Request submitted in the prescribed form. Entries on the books of the Lender shall be deemed conclusive evidence of draws made and undrawn principal remaining.

(iii) Disbursements shall be made as set forth in each Draw Request. Interest shall begin to accrue on the Draw Request amount commencing on the date of disbursement and shall be reflected in the monthly billing statements delivered to the Borrower by the Lender.

b) Release of Additional Collateral. The Lender shall retain its security interest in all the Additional Collateral until the loan is paid in full.

c) Expiration of Improvements Period. Within **eighteen (18) months** after the date of the Note Borrower must deliver to the Lender a written notice stating that the property Improvements, as previously presented to the Lender, are complete. Borrower must also deliver to the Lender the following:

- i. Acceptable final policy of title insurance on the Property (including a final survey if required by the title insurer);
- ii. Acceptable Hazard/Fire Insurance Policy on the Property;
- iii. If applicable, acceptable policy of Flood insurance under the National Flood Insurance Program, in the amount not less than the maximum available coverage;
- iv. Evidence that all open building permits have been signed off and that the Property conforms with all applicable zoning requirements
- v. If required by applicable law, there shall have been issued and delivered to the Lender a copy of a final certificate of occupancy for the Property, issued by the appropriate authorities, and

The Borrower's right to fulfill the condition set forth in Section 1(c) hereof shall expire within eighteen (18) months from the date of this Amendment ("Improvement Expiration Date"). If all the conditions set forth in Section 1(c) above are not met by that date, Lender reserves the right to liquidate the Additional Collateral and apply the thereof to the then outstanding Loan balance.

The Lender reserves the right to establish any reasonable additional Program conditions in order to perfect its interest in any loan collateral and to maintain the required loan to collateral value ratio.

2. Upon satisfaction of the conditions of the preceding Section 1, the release and/or liquidation of the Additional Collateral and the application proceeds, the terms of this Amendment shall terminate and the obligations of the Borrower and the Lender with respect of the Loan shall be governed by the terms of the Note and the Mortgage.

3. In addition to the term and conditions with respect to the Additional Collateral set forth in the Pledge Agreement, the Borrower agrees that the value of the Additional Collateral, until otherwise sold or releases pursuant to the terms of this or the Pledge Agreement, shall not be less than \$ 2,875,000.00 ("Minimum Additional Collateral Value") and that the Borrower shall provide such other Additional Collateral acceptable to Lender so that the Additional Collateral equals or exceeds the Minimum Additional Collateral Value. The Lender agrees that the Borrower may, with the Lender's prior consent, substitute Additional Collateral provided the substituted collateral value equals or exceeds the value of withdrawn collateral.

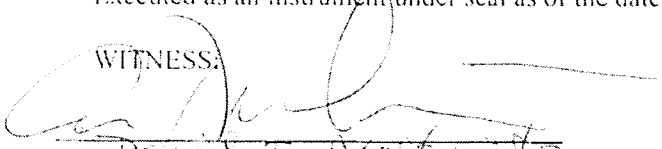
4. Any costs incurred in connection with the compliance with any condition or term of this Amendment shall, unless otherwise agreed to by the Lender in writing, be for the account of the Borrower.

5. Any default or breach of any warranty or covenant in the Note, the Mortgage or the Pledge Agreement shall constitute an event of default under this Agreement and any default or breach of warranty or covenant in this Agreement shall constitute an event of default under the Note, the Mortgage and the Pledge Agreement.
6. In the event that any conditions set forth in Section 1 of this Agreement require the Lender to take any action, the Lender's obligation to take such action shall arise only when all applicable conditions have been met.
7. In the event that any conditions set forth in Section 1 of this Agreement require the Borrower to take or refrain from taking any action, and such requirement is breached, the Lender shall be entitled to declare an Event of Default under the Loan and to exercise all remedies to which the Lender is entitled under the Note, the Mortgage or Pledge Agreement pursuant to any Event of Default thereunder.
8. The terms of the Note, Mortgage, Pledge Agreement and this Agreement ("Closing Documents") collectively supersede all prior agreements, whether written or oral, between the parties hereto with respect to the Loan including, without limitation, the Commitment Letter. Any modification of the term of the Closing Documents, can be made only in writing signed by a duly authorized representative of the Lender and the Borrower.
9. The Borrower agrees that the Lender may delegate its obligations and responsibilities hereunder to any of its affiliated companies provided that the Borrower shall receive prior written notice of such delegation.
10. All capitalized terms used herein and not otherwise defined herein shall have the respective meaning given to such terms in the Note, the Mortgage, and the Pledge Agreement.

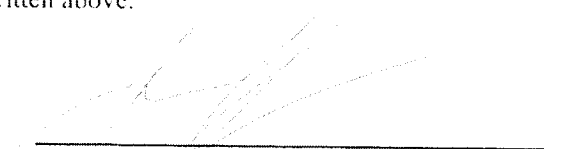
The Lender is hereby authorized to reference this Agreement on the face on the Note, the Mortgage and the Pledge Agreement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Executed as an instrument under seal as of the date first written above.

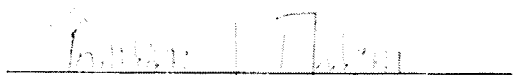
WITNESS:




 DEBORAH S. McFARLAND



 Fotis Dulos (Borrower)



 Joanna T. Nelson



 Jennifer Dulos (Borrower)

ACKNOWLEDGED AND AGREED:

By: _____

EXHIBIT A

DRAW REQUEST
UNDER STAGED LOAN PROGRAM AMENDMENT AGREEMENT

Date: 1/3/2011

To: BNY Mellon Wealth Management
c/o DMI
One Corporate Drive, Suite 360
Lake Zurich, IL 60047

Telephone No: 800-264-5344

Facsimile No: 847-550-7419

Re: DULOS 76446
4 JEFFERSON CROSSING FARMINGTON, CT 06032

To whom it may concern:

Reference is made to a Staged Loan Program Amendment Agreement ("Amendment Agreement") between you and the undersigned and secured by the above Property and certain Additional Collateral.

Pursuant to Section 1(a)(ii) of the Amendment Agreement, a Draw Request is hereby made in the amount of \$ 30,000. (Draw Requests must be in an amount not less than \$50,000.) No other Draw Requests have been submitted during the present calendar month.

Please disburse Draw Request funds as follows:


Lender check mailed to the following address:

Wire transmission as follows (Provide wire instructions):

All representations and warranties made in the Note, Mortgage, and Amendment Agreement are deemed true and correct as of this date. All capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Amendment Agreement.

Sincerely,


Borrower


Borrower

MODIFICATION AGREEMENT

LOAN #: 2020069395/76446

This Modification Agreement, together with any addendum hereto ("Agreement"), is made as of April 1, 2012 by and between BNY Mellon, N.A. ("Lender") and Fotis Dulos and Jennifer R. Dulos (individually and collectively "Borrower" or "I" or "my"), modifies and amends certain terms of Borrower's indebtedness to Lender evidenced by an Adjustable Rate Note to Lender dated January 3, 2011 (the "Note"), which Note has an outstanding principal balance of \$2,300,000.00 as of April 1, 2012, and which is secured by a Mortgage, Deed of Trust, Security Deed or Pledge and Security Agreement (the "Security Instrument") of the same date and covering the property described in the Security Instrument and located at 4 Jefferson Crossing, Farmington, CT 06032.

WHEREAS, Lender has established a Loan Modification Program ("Program") under which an existing mortgage loan customer of Lender may accept an offer, prior to the maturity date of the customer's mortgage loan, to modify the mortgage loan in accordance with the then current Program terms; and

WHEREAS, Borrower wishes and intends to accept Lender's offer.

NOW THEREFORE, in consideration of the mutual promises set forth herein, Borrower and Lender do hereby agree that the Note shall from this date be deemed to be amended and modified as follows:

I. Section 2 is deleted and the following is substituted therefor:

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid.

I will pay interest only for the first 106 months after the effective date of this Agreement. I will pay interest due monthly in arrears for the first sixty months after the effective date of this Agreement at an annual interest rate of 2.875%. This rate shall be my "Initial Interest Rate". The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

II. Section 3 is deleted and the following is substituted therefor:

3. PAYMENTS

(A) Time and Place of Payments

To and inclusive of February 1, 2021, I will make payments of interest only, in arrears, on the first day of every month. My first monthly payment will be due on May 1, 2012.

Beginning with my payment due on March 1, 2021, I will pay principal and interest by making payments every month. I will make these payments until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest and other charges before they are applied to principal. If, on February 1, 2041, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments on the first day of each month in care of Dovenmuehle Mortgage, Inc., One Corporate Drive, Suite 360, Lake Zurich, IL 60047, or at a different place if required by Note Holder.

(B) Amount of My Initial Monthly Payments

My monthly payments, as of the effective date of this Agreement, will be in the amount of \$5,510.42. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

III. Paragraphs (A), (B), (C), and (D) of Section 4 are deleted and the following are substituted therefor:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on April 1, 2017 and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the One Year London Interbank Offered Rate (LIBOR) reported in the Tuesday edition of The Wall Street Journal (Eastern Edition) in its general guide to Money Rates as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The One Year LIBOR rate in the Tuesday edition (or the next preceding edition if there is no Tuesday edition) of The Wall Street Journal on or immediately preceding the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Forty-five days before each Change Date, Note Holder will calculate my new interest rate by adding 2.250% ("Margin") to the Current Index. Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is exactly one-sixteenth (1/16th) more or less than the nearest one-eighth (1/8th) of one percent, my interest rate for that adjustment period will be rounded to the next highest one-eighth (1/8th) of one percent.

To and inclusive of February 1, 2021, Note Holder will then determine the amount of the monthly payment that will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning on March 1, 2021, my monthly payment will also include an amount sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

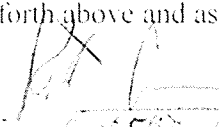
(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.000% above my Initial Interest Rate. Beginning on the second Change Date and thereafter, my interest rate will never be increased or decreased by more than 2.000% at any adjustment. My interest rate will never be greater than 7.875% which is called the "Maximum Rate".

IV. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Note. This Agreement amends terms of the Note. Upon execution and delivery of this Agreement, Lender is authorized to attach the same to the Note, to incorporate this Agreement therein and to reference this Agreement on the face of the Note. In consideration for Lender providing and Borrower accepting the offer to enter into this Agreement, Borrower hereby waives, if applicable, Borrower's right or future option to convert the Note from an adjustable rate of interest to a fixed rate of interest. Except as otherwise stated in this Agreement, Borrower's promise to pay and Borrower's covenants and agreements under the Note and under the Security Instrument continue without change.

V. By executing this Agreement, Borrower hereby acknowledges that it has exercised its right to modify the Note and the Security Instrument pursuant to the Program, and that no further modifications to those documents can be made except with the prior written consent of Lender.

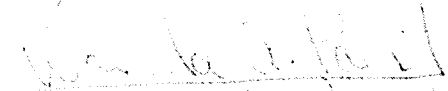
IN WITNESS WHEREOF, Borrower has executed this Agreement as of the date first set forth above and as a sealed instrument.



Robert E. Parent



Borrower: Fotis Dulos




Wanita A. Parent

Borrower: Jennifer R. Dulos

State of Connecticut

County of Hartford, SS.


On this 14th day of April, 2012, before me personally appeared Fotis Dulos and Jennifer R. Dulos, known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same as his/her/their free act and deed.

[SEAL] 

Notary Public
My Commission Expires:

Wanita A. Parent
Notary Public, State of Connecticut
My Commission Expires May 31, 2012

AGREED AND ACCEPTED
BNY MELLON, N.A.



By: Jack J. Mikels, Attorney for
BNY Mellon, N.A.

MODIFICATION AGREEMENT

LOAN #: 2020069395/76446

This Modification Agreement, together with any addendum hereto ("Agreement"), is made as of April 1, 2013 by and between BNY Mellon, N.A. ("Lender") and Fotis Dulos and Jennifer R. Dulos (individually and collectively "Borrower" or "I" or "my"), modifies and amends certain terms of Borrower's indebtedness to Lender evidenced by an Adjustable Rate Note to Lender dated January 3, 2011, and any modifications thereto (the "Note"), which Note has an outstanding principal balance of \$2,300,000.00 as of April 1, 2013, and which is secured by a Mortgage, Deed of Trust, Security Deed or Pledge and Security Agreement (the "Security Instrument") of the same date and covering the property described in the Security Instrument and located at 4 Jefferson Crossing, Farmington, CT 06032.

WHEREAS, Lender has established a Loan Modification Program ("Program") under which an existing mortgage loan customer of Lender may accept an offer, prior to the maturity date of the customer's mortgage loan, to modify the mortgage loan in accordance with the then current Program terms; and

WHEREAS, Borrower wishes and intends to accept Lender's offer.

NOW THEREFORE, in consideration of the mutual promises set forth herein, Borrower and Lender do hereby agree that the Note shall from this date be deemed to be amended and modified as follows:

I. Section 2 is deleted and the following is substituted therefor:

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid.

I will pay interest only for the first 94 months after the effective date of this Agreement. I will pay interest due monthly in arrears for the first eighty-four months after the effective date of this Agreement at an annual interest rate of 2.700%. This rate shall be my "Initial Interest Rate". The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

II. Section 3 is deleted and the following is substituted therefor:

3. PAYMENTS

(A) Time and Place of Payments

To and inclusive of February 1, 2021, I will make payments of interest only, in arrears, on the first day of every month. My first monthly payment will be due on May 1, 2013.

Beginning with my payment due on March 1, 2021, I will pay principal and interest by making payments every month. I will make these payments until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest and other charges before they are applied to principal. If, on February 1, 2041, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments on the first day of each month in care of Dovenmuehle Mortgage, Inc., One Corporate Drive, Suite 360, Lake Zurich, IL 60047, or at a different place if required by Note Holder.

(B) Amount of My Initial Monthly Payments

My monthly payments, as of the effective date of this Agreement, will be in the amount of \$5,175.00. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

III. Paragraphs (A), (B), (C), and (D) of Section 4 are deleted and the following are substituted therefor:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on April 1, 2020 and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the One Year London Interbank Offered Rate (LIBOR) reported in the Tuesday edition of The Wall Street Journal (Eastern Edition) in its general guide to Money Rates as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The One Year LIBOR rate in the Tuesday edition (or the next preceding edition if there is no Tuesday edition) of The Wall Street Journal on or immediately preceding the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Forty-five days before each Change Date, Note Holder will calculate my new interest rate by adding 2.250% ("Margin") to the Current Index. Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is exactly one-sixteenth (1/16th) more or less than the nearest one-eighth (1/8th) of one percent, my interest rate for that adjustment period will be rounded to the next highest one-eighth (1/8th) of one percent.

To and inclusive of February 1, 2021, Note Holder will then determine the amount of the monthly payment that will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning on March 1, 2021, my monthly payment will also include an amount sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.000% above my Initial Interest Rate. Beginning on the second Change Date and thereafter, my interest rate will never be increased or decreased by more than 2.000% at any adjustment. My interest rate will never be greater than 7.700%, which is called the "Maximum Rate". My interest rate will never be less than 2.250%, which is called the "Minimum Rate".

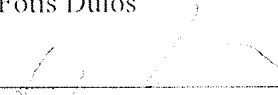
IV. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Note. This Agreement amends terms of the Note. Upon execution and delivery of this Agreement, Lender is authorized to attach the same to the Note, to incorporate this Agreement therein and to reference this Agreement on the face of the Note. In consideration for Lender providing and Borrower accepting the offer to enter into this Agreement, Borrower hereby waives, if applicable, Borrower's right or future option to convert the Note from an adjustable rate of interest to a fixed rate of interest. Except as otherwise stated in this Agreement, Borrower's promise to pay and Borrower's covenants and agreements under the Note and under the Security Instrument continue without change.

V. By executing this Agreement, Borrower hereby acknowledges that it has exercised its right to modify the Note and the Security Instrument pursuant to the Program, and that no further modifications to those documents can be made except with the prior written consent of Lender.

IN WITNESS WHEREOF, Borrower has executed this Agreement as of the date first set forth above and as a sealed instrument.



Borrower: Fotis Dulos

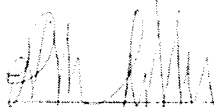


Borrower: Jennifer R. Dulos

State of Connecticut

County of Hartford, SS.

On this ^{11th} day of May, 2013, before me personally appeared Fotis Dulos and Jennifer R. Dulos, known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same as his/her/their free act and deed.

[SEAL] 

Notary Public
My Commission Expires:

ROCHELLE A. SILLIMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2015

AGREED AND ACCEPTED
BNY MELLON, N.A.



By: Jack J. Mikels, Attorney for
BNY Mellon, N.A.

ALLONGE

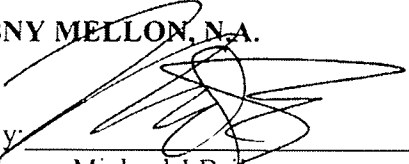
Loan#: xxxxx76466

Property Address: 4 Jefferson Crossing
Farmington, CT 06032

THIS ALLONGE is attached to and forms a part of that certain Adjustable Rate Note dated January, 3 2011, in the original principal amount of \$2,300,000 made by FOTIS DULOS and JENNIFER R DULOS in favor of BNY Mellon, N.A., as modified by Addendum No.1 to Adjustable Rate Note dated as of January 3, 2011, by Construction Loan Program Amendment Agreement to Note dated as of January 3, 2011, by Adjustable Rate Rider dated January 3, 2011, by Modification Agreement dated as of April 1, 2012 and by Modification Agreement dated as of April 1, 2013(collectively, the "Note").

For value received, the undersigned hereby absolutely assigns, transfers, endorses, negotiates and sets over and makes payable to the order of Mark H. Dean, as Trustee of the CT RE 2019 Trust , the Note, without any right of recourse, and without any representation, covenant or warranty whatsoever.

BNY MELLON, N.A.

By: 
Name: Michael J Bailey
Title: Vice President

Dated this 31st day of July, 2019

MORT

Return To:
BNY MELLON, N.A.
ATTN: POST-CLOSING DEPT.
ONE BOSTON PLACE 024-0093
BOSTON, MA 02108

LOS #: 76446
MLS #: 0000000



Doc ID: 002139350020 Type: LAN

Prepared By:
CHRISTINA SAVOY-DECOSTA
BNY MELLON, N.A.
ONE BOSTON PLACE
BOSTON, MASSACHUSETTS 02108

BK 1001 PG 125-144

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE DEED

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated *JANUARY 3RD, 2011*, together with all Riders to this document.
- (B) "Borrower" is *FOTIS DULOS AND JENNIFER R. DULOS*

Borrower is the mortgagor under this Security Instrument.

- (C) "Lender" is *BNY MELLON, N.A.*

Lender is a *NATIONAL ASSOCIATION* organized and existing under the laws of *THE UNITED STATES OF AMERICA*

CONNECTICUT - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3007 1/01

VMP -6(CT) (0005)

Page 1 of 15

Initial *[Signature]*

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is **ONE BOSTON PLACE, BOSTON, MASSACHUSETTS 02108**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **JANUARY 3RD, 2011**. The Note states that Borrower owes Lender **TWO MILLION THREE HUNDRED THOUSAND AND 00/100** Dollars

(U.S. \$ **2,300,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **FEBRUARY 1ST, 2041**.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this debt does hereby grant and convey to Lender and Lender's successors and assigns, the following described property located in the COUNTY of HARTFORD :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE SCHEDULE A ATTACHED

Parcel ID Number:
4 JEFFERSON CROSSING
FARMINGTON
("Property Address"):

which currently has the address of
(Street)
(City) , Connecticut **06032** (Zip Code)

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, 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 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:

I. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments,

if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was

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

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

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

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and

Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum

products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

23. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for


releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waivers.** Borrower waives all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisement of the Property and relinquishes all rights of curtesy and dower in the Property.

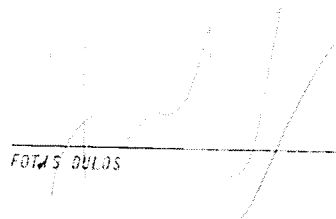
25. **Future Advances.** Lender is specifically permitted, at its option and in its discretion, to make additional loans and future advances under this Security Instrument as contemplated by Section 49-2(c) of the Connecticut General Statutes, and shall have all rights, powers and protections allowed thereunder.

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


Signed, sealed and delivered in the presence of:



Susan S. McBeers



FOTAS DULOS (Seal)
-Borrower



Jennifer R. Dulos



JENNIFER R. DULOS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
Borrower

(Seal)
-Borrower


STATE OF CONNECTICUT, FAIRFIELD

County ss: Fairfield

The foregoing instrument was acknowledged before me this
by FOTIS DULLES and TENNIFER R DULLES

January 3, 2011

My Commission Expires:


Notary Public David S. Markowitz
Commissioner of the Superior Court

LEGAL DESCRIPTION

EXHIBIT "A"

FIRST PIECE:

A certain piece or parcel of land being shown and designated as Lot NO. 2 on a certain map or plan entitled "PLAN OF SUBDIVISION 'JEFFERSON CROSSING' LAND OWNED BY ESTATE OF JOSEPH H. POWERS AND ANITRA M. & JAMES WARRINGTON ELY ROAD FARMINGTON, CONNECTICUT SCALE 1" = 40' APRIL 8, 2002 HODGE SURVEYING ASSOCIATES, P.C., REVISED : JUNE 29, 2006", which map is on file in the Farmington Town Clerk's office, as Map No. 5813 and to which reference may be had.

Together with the non-exclusive right to use a private road designated as Jefferson Crossing on the above referenced map.

SECOND PIECE:

A certain piece or parcel of land located in the Town of Farmington, County of Hartford and State of Connecticut, being a portion of the northerly portion of 4 Parish Road, abutting Lot 2 Jefferson Crossing, Farmington Connecticut and described as follows:

Commencing at a point on the northerly property line of 4 Parish Road, Farmington, Connecticut and the southerly property line of Lot No. 2 Jefferson Crossing, Farmington, Connecticut, which point is N 28° 44' 53" E a distance of 450.72 feet from the southwest corner of 4 Parish Road at Parish Road; thence N 89° 55' 03" E a distance of 284.74 feet along the southerly property line of said Lot No. 2 Jefferson Crossing, also known as 4 Jefferson Crossing, to a point in the said southerly property line of said Lot No. 2 Jefferson Crossing; thence S 55° 23' 53" W a distance of 83.27 feet to a point; thence S 88° 21' 13" E a distance of 238.26 feet to a point in the westerly property line of 4 Parish Road; thence N 28° 44' 53" E a distance of 45.66 feet to the point or place of beginning.

ADJUSTABLE RATE RIDER *MLS #:00000000000*
LOS #:76446

THIS ADJUSTABLE RATE RIDER is made on JANUARY 3RD, 2011, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower" or "I" or "my") to secure Borrower's Adjustable Rate Note (the "Note") to BNY MELLON, N.A. ("Lender") of the same date and covering the property described in the Security Instrument and located at

4 JEFFERSON CROSSING, FARMINGTON, CT 06032

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 3.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on FEBRUARY 1ST, 2016 and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

B113

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the One Year London Interbank Offered Rate (LIBOR) reported in the Tuesday edition of The Wall Street Journal (Eastern Edition) in its general guide to Money Rates as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The One Year LIBOR rate in the Tuesday edition (or the next preceding edition if there is no Tuesday edition) of The Wall Street Journal on or immediately preceding the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Forty five (45) days before each Change Date, Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage point(s) (2.250 %) to the Current Index. Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is exactly one-sixteenth (1/16th) more or less than the nearest one-eighth of one percent (0.125%), my interest rate for that adjustment period will be rounded to the next highest one-eighth of one percent (0.125%).

During the first 120 months of this loan, Note Holder will determine the amount of the monthly payment that I am expected to owe on the Change Date by calculating the amount will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning with the Change Date on FEBRUARY 1ST, 2021, Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.750 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 8.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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



FOTIS DULOS (SEAL)
Borrower

JENNIFER R. DULOS (SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(Sign Original Only)

Received for Record at FARMINGTON, CT
On 01/04/2011 At 1:27:46 pm



Paula B. Ray, Town Clerk

TPOL

Your Ref: Dulos, 4 Jefferson Crossing Farmington

Policy No: 0033-68657

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Your Ref: Dulos, 4 Jefferson Crossing Farmington

Policy No: 0033-68657

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.

Your Ref: Dulos, 4 Jefferson Crossing Farmington

Policy No: 0033-68657

14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

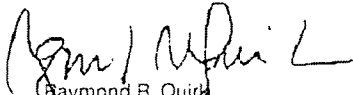
The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

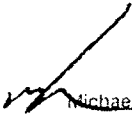
Issued by:
CHICAGO TITLE INSURANCE COMPANY
10 COLUMBUS BLVD, 6TH FLR
HARTFORD, CT 06106
Tel (860)249-1661 Fax (860)246-9484

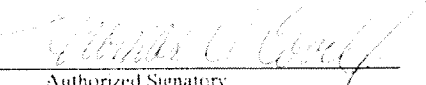
CHICAGO TITLE INSURANCE COMPANY



By: 
Raymond R. Quirk
President

Countersigned

By: 
Michael J. Gravelle
Secretary


Authorized Signatory

Chicago Title Insurance Company
ALTA LOAN POLICY OF TITLE INSURANCE (6/17/06)

SCHEDULE A

Name and Address of Title Insurance Company:
Chicago Title Insurance Company
PO Box 45023
Jacksonville, FL 32232-5023

Policy No.: 3368657

Date of Policy: 1/4/2011

Amount of Insurance: \$2,300,000.00

File Number: 3368657

1. Name of Insured: **BNY MELLON, NA., its successors and assigns as their interest may appear, c/o Dovenmuehle Mortgage, Inc., P.O. Box 53490, Irvine, CA 92619-3490**

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: **Fee Simple**

3. Title is vested in: **Fotis Dulos and Jennifer R. Dulos**

4. The Insured Mortgage and its assignments, if any, are described as follows:

Mortgage in the original amount of \$2,300,000.00 from Fotis Dulos and Jennifer R. Dulos to BNY Mellon, N.A. dated January 3, 2011 and recorded on January 4, 2011 at 1:27 pm in Volume 1001 at Page 125 of the Farmington Land Records.

5. The Land referred to in this policy is described as follows:

Property Address (For Informational Purposes Only):
4 Jefferson Crossing
Farmington, CT

and described on Exhibit "A" attached hereto and made a part hereof.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Loan Policy (6-17-06)
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**Chicago Title Insurance Company
ALTA LOAN POLICY OF TITLE INSURANCE (6/17/06)**

Policy No.: 3368657

LEGAL DESCRIPTION

EXHIBIT "A"

FIRST PIECE:

A certain piece or parcel of land being shown and designated as Lot NO. 2 on a certain map or plan entitled "PLAN OF SUBDIVISION 'JEFFERSON CROSSING' LAND OWNED BY ESTATE OF JOSEPH H. POWERS AND ANITRA M. & JAMES WARRINGTON ELY ROAD FARMINGTON, CONNECTICUT SCALE 1" = 40' APRIL 8, 2002 HODGE SURVEYING ASSOCIATES, P.C., REVISED : JUNE 29, 2006", which map is on file in the Farmington Town Clerk's office, as Map No. 5813 and to which reference may be had.

Together with the non-exclusive right to use a private road designated as Jefferson Crossing on the above referenced map.

SECOND PIECE:

A certain piece or parcel of land located in the Town of Farmington, County of Hartford and State of Connecticut, being a portion of the northerly portion of 4 Parish Road, abutting Lot 2 Jefferson Crossing, Farmington Connecticut and described as follows:

Commencing at a point on the northerly property line of 4 Parish Road, Farmington, Connecticut and the southerly property line of Lot No. 2 Jefferson Crossing, Farmington, Connecticut, which point is N 28° 44' 53" E a distance of 450.72 feet from the southwest corner of 4 Parish Road at Parish Road; thence N 89° 55' 03" E a distance of 284.74 feet along the southerly property line of said Lot No. 2 Jefferson Crossing, also known as 4 Jefferson Crossing, to a point in the said southerly property line of said Lot No. 2 Jefferson Crossing; thence S 55° 23' 53" W a distance of 83.27 feet to a point; thence S 88° 21' 13" E a distance of 238.26 feet to a point in the westerly property line of 4 Parish Road; thence N 28° 44' 53" E a distance of 45.66 feet to the point or place of beginning.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Loan Policy (6-17-06)

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**Chicago Title Insurance Company
ALTA LOAN POLICY OF TITLE INSURANCE (6/17/06)**

Policy No.: 3368657

SCHEDULE B PART I

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes to the Town of Farmington on the Grand List of October 1, 2009, the first half paid, second half is due but not yet delinquent.

Taxes to the Town of Farmington on the Grand List of October 1, 2010 and thereafter.

Section 12-53a of the Connecticut General Statutes provides that an additional tax assessment may be levied on these premises within 10 days of the granting of a Certificate of Occupancy and a bill will be sent out for the additional assessment, which will relate back to the day that the Certificate of Occupancy was granted.

2. Water use charges as may be due the Unionville Water Company.
3. Sewer use charges as may be due the Town of Farmington.

AS TO FIRST PIECE:

4. Easement in favor of The Connecticut Light & Power Company dated January 4, 1956 and recorded in Volume 127, Page 354 of the Farmington Land Records.
5. Conservation Easement in favor of the Town of Farmington dated January 22, 2003 and recorded in Volume 753, Page 754 of the Farmington Land Records.
6. Electric Distribution Easement in favor of The Connecticut Light and Power Company dated September 11, 2006 and recorded in Volume 885 at Page 358 of the Farmington Land Records.
7. Conservation Easement and Landscape Restriction in favor of Jefferson Crossing Association, Inc. dated November 16, 2007 and recorded in Volume 919 at Page 76 of the Farmington Land Records, as amended.
8. Declaration of Covenants and Restrictions by Fore Group, Inc. dated November 4, 2007 and recorded in Volume 919 at Page 83 of the Farmington Land Records.
9. Terms, conditions, covenants, restrictions, and easements set forth in a Declaration of Jefferson Crossing by Fore Group, Inc., and the Bylaws made a part thereof, dated November 4, 2007 and recorded in Volume 919 at Page 90 of the Farmington Land Records, as amended.

AS TO SECOND PIECE

10. Restrictions, conditions and easements as set forth in a Trustee's Deed dated March 29, 1968 and recorded in Volume 188, Page 248 of the Farmington Land Records.
11. Easement in favor of to Hartford Electric Light Co. as shown on map #2616 on file in the Farmington Town Clerk's Office.
12. Restriction set forth in a Warranty Deed from Kyung H. Chung to Fotis Dulos and Jennifer Dulos dated August 20, 2010 and recorded August 23, 2010 in Volume 988, Page 530 of the Farmington Land Records.

There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following: "...but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable, state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Loan Policy (6-17-06)
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File No.: 3368657

Attached to and made a part of Policy No.: 3368657

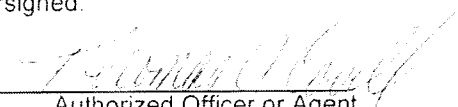
This policy affirmatively insures the Insured against any loss or damage resulting from the creation or existence of any liens, encumbrances, or other title defects attaching between the time of execution of the mortgage insured hereby and the time of recordation of the mortgage insured hereby.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Dated:

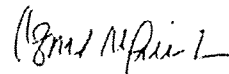
Countersigned:

By: 
Authorized Officer or Agent



CHICAGO TITLE INSURANCE COMPANY

By:

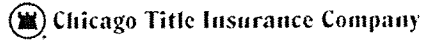

President

Attest


Secretary

RESIDENTIAL MORTGAGE ENDORSEMENT

Issued by: Chicago Title Insurance Company



File No.: 3368657

Attached to and made a part of Policy No.: 3368657

The Company hereby insures that:

1. The location of any easement and/or right of way referred to in Schedule B is ascertainable and fixed; and/or

The exercise of any rights pursuant to any easement and/or right of way referred to in Schedule B will not interfere with the use of the buildings and improvements presently located on the insured premises for residential purposes, and that none of the improvements presently located on the insured premises encroach upon said easement or right of way;

2. There are no violations of any covenants, conditions, or restrictions referred to in Schedule B, and a future violation thereof will not cause a forfeiture or reversion of title or otherwise affect the lien of the mortgage insured;

3. There are no discrepancies, conflict in boundary lines, shortage in area, violations, variations, encroachments, adverse circumstances, or other facts which an accurate survey would disclose relating to the land.

To the extent that they are checked, the following standard ALTA Endorsements are incorporated by reference as if they were attached to the policy:

- ALTA 4.1-06 Condominium Endorsement
- ALTA 5.1-06 PUD Endorsement
- ALTA 6-06 Variable Rate Mortgage Endorsement
- ALTA 6.2-06 Negative Amortization Endorsement
- ALTA 8.1-06 Environmental Lien Endorsement referring to the following state statutes in sub-paragraph (b): none
- If checked the Affirmative Language Endorsement (Secondary Market Endorsement) is incorporated by reference as if it were attached to the policy.

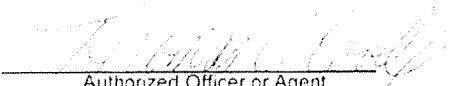
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

CHICAGO TITLE INSURANCE COMPANY

Dated:

Countersigned:


By: 
Authorized Officer or Agent



By:


President

Attest:


Secretary

Your Ref: Dulos, 4 Jefferson Crossing Farmington

Policy No: 0033-68657

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

(i) the amount of the principal disbursed as of Date of Policy;

(ii) the amount of the principal disbursed subsequent to Date of Policy;

(iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing whole or in part the construction of an improvement to the Land or related to the Land that the was and continued to be obligated to advance at Date of Policy and at the date of the advance;

(iv) interest on the loan;

(v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

(vi) the expenses of foreclosure and any other costs of enforcement;

(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien Insured Mortgage before the

acquisition of the estate or interest in the Title;

(viii) the amounts to pay taxes and insurance; and,

(ix) the reasonable amounts expended to prevent deterioration of improvements;

but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(D) successors to an Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) If the grantee wholly owns the named Insured, or

(3) If the grantee is wholly-owned by an affiliated Entity of the named

Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of the Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination

under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

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(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance;

(ii) the Indebtedness;

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured, the Amount of Insurance shall be increased by 10%, and the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b) and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover
Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against noninsured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(c)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

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14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM.

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured, and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its

conflicts of laws principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
Attn: Claims Department
P.O. Box 45023
Jacksonville, FL 32232-5023

GAP INDEMNITY AND HOLD HARMLESS AGREEMENT

Title No: 0033-63657
Property Address: Lot 2, #4 Jefferson Crossing
Town: Farmington, CT

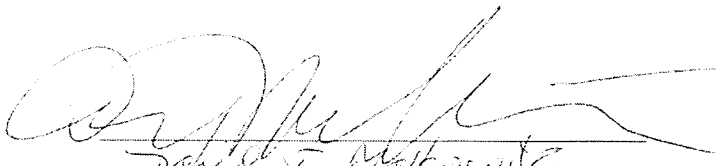
WHEREAS, Chicago Title Insurance Company (hereinafter "CTIC") has been requested to issue title insurance under the above referenced Title Number;

AND WHEREAS, CTIC is unwilling to issue the policy until the closing instruments under which the Insured acquires an interest in said real property is/are filed for record in the appropriate registry, which CTIC agrees to submit as soon as possible;

AND WHEREAS, the parties to the transaction have requested CTIC to provide for the unconditional delivery of the closing instrument(s) between the parties and the passing of consideration therefor;

NOW THEREFORE, it is agreed that in consideration of CTIC issuing its policy without taking exception for matters arising between the most recent effective date of the title Commitment and the date the documents creating the interest being insured have been filed for record, which matters may constitute an encumbrance on or affect said title, the undersigned hereby agrees to promptly defend, remove, bond, or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the cases may be, against or having an affect upon, the captioned premises during the period of time between the most recent effective date of the title Commitment and the date of recording, and further agrees to indemnify and hold CTIC harmless against all loss or damage, including but not limited to all reasonable expenses, costs and attorneys fees, which may arise out of the failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters.

Dated this 5th day of January, 2011.



David V. Markowitz
Duly authorized

RETURN RECORDED DOCUMENTS TO:

Jack J. Mikels, Esq.
Jack Mikels & Associates
1 Batterymarch Park, Suite 309
Quincy, MA 02169



Prepared and requested by:
Amy Monahan, Paralegal
Jack Mikels & Associates
1 Batterymarch Park, Suite 309
Quincy, MA 02169

Amendment to Open-End Mortgage Deed

LOAN#: 2020069395/76446

Amendment made as of April 1, 2012 ("Amendment"), by and between BNY Mellon, N.A., whose address is One Boston Place, Boston, Massachusetts 02108 ("Lender") and Fotis Dulos and Jennifer R. Dulos residing at 4 Jefferson Crossing, Farmington, CT 06032 (individually and collectively "Borrower" or "I" or "my").

WITNESSETH:

WHEREAS:

- A. On January 3, 2011, Borrower executed and delivered a security instrument with an adjustable rate rider in favor of Lender, which was recorded January 4, 2011 with the Farmington Town Clerk's Office in Book 1001, Page 125 (collectively referred to as the "Security Instrument"), which is a valid first lien against the property located at 4 Jefferson Crossing, Farmington, CT 06032 (the "Property") and more particularly described on Schedule "A" attached hereto. The Security Instrument secures payment of a(n) \$2,300,000.00 Adjustable Rate Note dated January 3, 2011, given by Borrower and currently held by Lender (the "Note"). The outstanding principal balance due under the Note is \$2,300,000.00 as of the effective date hereof.
- B. Borrower and Lender have modified certain provisions of the Note pursuant to a Modification Agreement executed simultaneously herewith; and
- C. Borrower and Lender desire to modify certain provisions of the Security Instrument hereinafter set forth.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Borrower and Lender do hereby agree to modify the Security Instrument as follows:

1. Section A of the Adjustable Rate Rider (the "Rider") is deleted and the following is substituted therefor:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note, as amended, provides for an interest rate, as of the date of the Modification Agreement, of 2.875%. This rate shall be my "Initial Interest Rate". The Note, as amended, provides for changes in the interest rate and the monthly payments.

II. Paragraphs (A), (B), (C) and (D) of Section B of the Rider are deleted and the following are substituted therefor:

(A) Change Dates

The interest rate I will pay may change on April 1, 2017 and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the One Year London Interbank Offered Rate (LIBOR) reported in the Tuesday edition of The Wall Street Journal (Eastern Edition) in its general guide to Money Rates as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The One Year LIBOR rate in the Tuesday edition (or the next preceding edition if there is no Tuesday edition) of The Wall Street Journal on or immediately preceding the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Forty-five days before each Change Date, Note Holder will calculate my new interest rate by adding 2.250% ("Margin") to the Current Index. Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is exactly one-sixteenth (1/16th) more or less than the nearest one-eighth (1/8th) of one percent, my interest rate for that adjustment period will be rounded to the next highest one-eighth (1/8th) of one percent.

To and inclusive of February 1, 2021, Note Holder will then determine the amount of the monthly payment that will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning on March 1, 2021, my monthly payment will also include an amount sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.000% above my Initial Interest Rate. Beginning on the second Change Date and thereafter, my interest rate will never be increased or decreased by more than 2.000% at any adjustment. My interest rate will never be greater than 7.875%, which is called the "Maximum Rate".

III. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Instrument. Except as otherwise stated in this Amendment, Borrower's promise to pay and Borrower's and Mortgagor's covenants and agreements under the Note and under the Security Instrument continue without change.

IN WITNESS WHEREOF, Borrower and Mortgagor have executed this Amendment as of the date first set forth above and as a sealed instrument.

Witness: <u>[Signature]</u>	Borrower: Fotis Dulos
Witness: <u>[Signature]</u>	Borrower: Jennifer R. Dulos

State of Connecticut

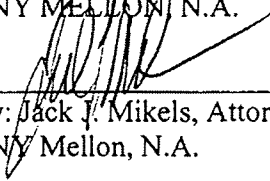
County of Hartford, SS

On this 24th day of April, 2012, before me personally appeared Fotis Dulos and Jennifer R. Dulos, known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same as his/her/their free act and deed.

[SEAL] [Signature]
Notary Public
My Commission Expires

Wanita A. Parent
Notary Public, State of Connecticut
My Commission Expires May 31, 2012

AGREED AND ACCEPTED
BNY MELLON N.A.


By: Jack J. Mikels, Attorney for
BNY Mellon, N.A.

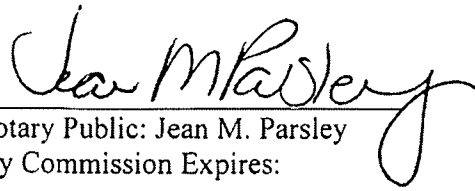
Commonwealth of Massachusetts

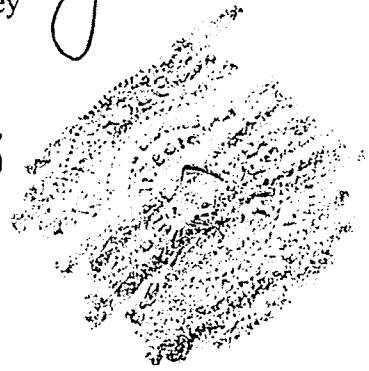
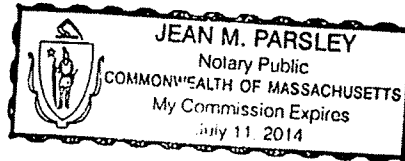
County of Norfolk, SS:

On this 15th day of *may*, 2012, before me personally appeared Jack J. Mikels, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]


Notary Public: Jean M. Parsley
My Commission Expires:



NAME OF PAPER: Amendment to Open-End Mortgage Deed
BETWEEN: BNY Mellon, N.A.

and

Fotis Dulos and Jennifer R. Dulos

SCHEDULE "A"

LEGAL DESCRIPTION

FIRST PIECE:

A certain piece or parcel of land being shown and designated as Lot NO. 2 on a certain map or plan entitled "PLAN OF SUBDIVISION 'JEFFERSON CROSSING' LAND OWNED BY ESTATE OF JOSEPH H. POWERS AND ANITRA M. & JAMES WARRINGTON ELY ROAD FARMINGTON, CONNECTICUT SCALE 1" = 40' APRIL 8, 2002 HODGE SURVEYING ASSOCIATES, P.C., REVISED: JUNE 29, 2008", which map is on file in the Farmington Town Clerk's office, as Map No. 5813 and to which reference may be had.


Together with the non-exclusive right to use a private road designated as Jefferson Crossing on the above referenced map.

SECOND PIECE:

A certain piece or parcel of land located in the Town of Farmington, County of Hartford and State of Connecticut, being a portion of the northerly portion of 4 Parish Road, abutting Lot 2 Jefferson Crossing, Farmington Connecticut and described as follows:

Commencing at a point on the northerly property line of 4 Parish Road, Farmington, Connecticut and the southerly property line of Lot No. 2 Jefferson Crossing, Farmington, Connecticut, which point is N 28° 44' 53" E a distance of 450.72 feet from the southwest corner of 4 Parish Road at Parish Road; thence N 89° 55' 03" E a distance of 284.74 feet along the southerly property line of said Lot No. 2 Jefferson Crossing, also known as 4 Jefferson Crossing, to a point in the said southerly property line of said Lot No. 2 Jefferson Crossing; thence S 55° 23' 53" W a distance of 83.27 feet to a point; thence S 88° 21' 13" E a distance of 238.28 feet to a point in the westerly property line of 4 Parish Road; thence N 28° 44' 53" E a distance of 45.88 feet to the point or place of beginning.

Received for Record at FARMINGTON, CT
On 09/06/2012 At 1:14:49 pm


Paula B. Ray, Town Clerk

RETURN RECORDED DOCUMENTS TO:

Jack J. Mikels, Esq.
 Jack Mikels & Associates
 1 Batterymarch Park, Suite 309
 Quincy, MA 02169



Doc ID: 002313590006 Type: LAN

BK 1074 PG 394-399

Prepared and requested by:
 Amy Monahan, Paralegal
 Jack Mikels & Associates
 1 Batterymarch Park, Suite 309
 Quincy, MA 02169

Amendment to Open-End Mortgage Deed

LOAN#: 2020069395/76446

Amendment made as of April 1, 2013 ("Amendment"), by and between BNY Mellon, N.A., whose address is One Boston Place, Boston, Massachusetts 02108 ("Lender") and Fotis Dulos and Jennifer R. Dulos residing at 4 Jefferson Crossing, Farmington, CT 06032 (individually and collectively "Borrower" or "I" or "my").

WITNESSETH:

WHEREAS:

- A. On January 3, 2011, Borrower executed and delivered a security instrument with an adjustable rate rider in favor of Lender, which was recorded January 4, 2011 with the Farmington Land Records in Book 1001, Page 125, and any amendments thereto (collectively referred to as the "Security Instrument"), which is a valid first lien against the property located at 4 Jefferson Crossing, Farmington, CT 06032 (the "Property") and more particularly described on Schedule "A" attached hereto. The Security Instrument secures payment of a(n) \$2,300,000.00 Adjustable Rate Note dated January 3, 2011, given by Borrower and currently held by Lender (the "Note"). The outstanding principal balance due under the Note is \$2,300,000.00 as of the effective date hereof.
- B. Borrower and Lender have modified certain provisions of the Note pursuant to a Modification Agreement executed simultaneously herewith; and
- C. Borrower and Lender desire to modify certain provisions of the Security Instrument hereinafter set forth.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Borrower and Lender do hereby agree to modify the Security Instrument as follows:

1. Section A of the Adjustable Rate Rider (the "Rider") is deleted and the following is substituted therefor:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note, as amended, provides for an interest rate, as of the date of the Modification Agreement, of 2.700%. This rate shall be my "Initial Interest Rate". The Note, as amended, provides for changes in the interest rate and the monthly payments.

II. Paragraphs (A), (B), (C) and (D) of Section B of the Rider are deleted and the following are substituted therefor:

(A) Change Dates

The interest rate I will pay may change on April 1, 2020 and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the One Year London Interbank Offered Rate (LIBOR) reported in the Tuesday edition of The Wall Street Journal (Eastern Edition) in its general guide to Money Rates as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The One Year LIBOR rate in the Tuesday edition (or the next preceding edition if there is no Tuesday edition) of The Wall Street Journal on or immediately preceding the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Forty-five days before each Change Date, Note Holder will calculate my new interest rate by adding 2.250% ("Margin") to the Current Index. Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is exactly one-sixteenth (1/16th) more or less than the nearest one-eighth (1/8th) of one percent, my interest rate for that adjustment period will be rounded to the next highest one-eighth (1/8th) of one percent.

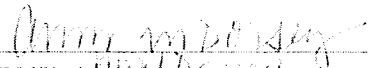
To and inclusive of February 1, 2021, Note Holder will then determine the amount of the monthly payment that will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning on March 1, 2021, my monthly payment will also include an amount sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

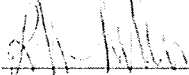
The interest rate I am required to pay at the first Change Date will not be greater than 5.000% above my Initial Interest Rate. Beginning on the second Change Date and thereafter, my interest rate will never be increased or decreased by more than 2.000% at any adjustment. My interest rate will never be greater than 7.700%, which is called the "Maximum Rate". My interest rate will never be less than 2.250%, which is called the "Minimum Rate".

III. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Instrument. Except as otherwise stated in this Amendment, Borrower's promise to pay and Borrower's and Mortgagor's covenants and agreements under the Note and under the Security Instrument continue without change.

IN WITNESS WHEREOF, Borrower and Mortgagor have executed this Amendment as of the date first set forth above and as a sealed instrument.


Witness: Mary Berney


Borrower: Fotis Dulos

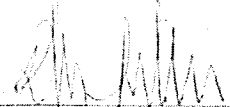

Witness: Rochelle Silliman


Borrower: Jennifer R. Dulos

State of Connecticut

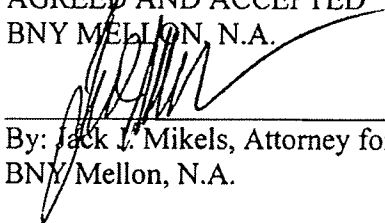
County of Hartford, SS

On this 4th day of July, 2013, before me personally appeared Fotis Dulos and Jennifer R. Dulos, known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same as his/her/their free act and deed.

[SEAL] 
Notary Public
My Commission Expires

ROCHELLE A. SILLIMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2015

AGREED AND ACCEPTED
BNY MELLON, N.A.


By: Jack J. Mikels, Attorney for
BNY Mellon, N.A.

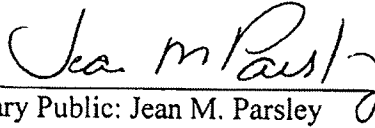
Commonwealth of Massachusetts

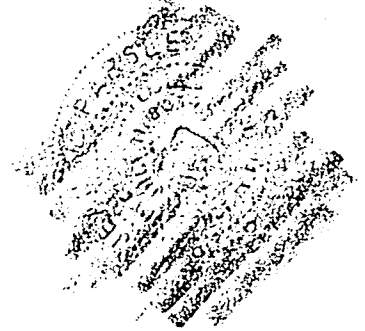
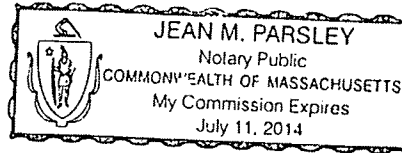
County of Norfolk, SS:

On this 19th day of June, 2013, before me personally appeared Jack J. Mikels, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]


Notary Public: Jean M. Parsley
My Commission Expires:



NAME OF PAPER: Amendment to Open-End Mortgage Deed
BETWEEN: BNY Mellon, N.A.

and

Fotis Dulos and Jennifer R. Dulos

SCHEDULE "A"
LEGAL DESCRIPTION

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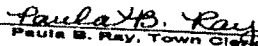
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Received for Record at FARMINGTON, CT
On 07/19/2013 At 1:49:32 pm


Paula B. Ray, Town Clerk

RECORDING REQUESTED AND
PREPARED BY:
BNY Mellon, N.A.
500 Grant St
Pittsburgh, PA 15258-2502
617-722-7455

When Recorded Mail To:
CT RE 2019 Trust
241 Main Street, Suite 501
Hartford, CT 06106

ASSIGNMENT OF MORTGAGE

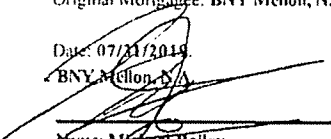
For good and valuable consideration, the sufficiency of which is hereby acknowledged, BNY Mellon, N.A., (herein "Assignor") whose address is 500 Grant St., Pittsburgh, PA 15219, by these presents does convey, assign, transfer and set over to: Mark H. Dean, as Trustee of the CT RE 2019 Trust, (herein "Assignee"), whose address is 241 Main Street, Suite 501, Hartford, CT 06106, the described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$2,300,000.00 is recorded in the State of CONNECTICUT, Town of Farmington Official Records, dated 01/03/2011 and recorded in Book No. 1001, at Page No. 125

Amendment to Mortgage Dated: 04/01/2012 Recorded: 09/06/2012 in Book/Reel/Liber: 1046 Page/Folio: 852 Beneficiary: BNY Mellon, N.A. Borrower: Fotis Dulos and Jennifer R. Dulos Assignee: Mark H. Dean, as Trustee of the CT RE 2019 Trust Assignor: BNY Mellon, N.A. Loan Amount: \$2,300,000.00

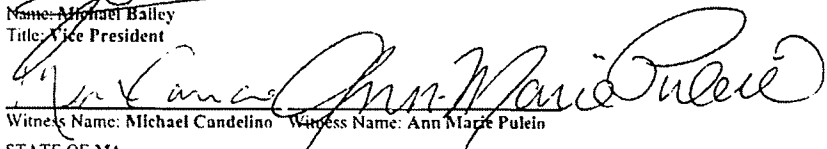
Amendment to Mortgage Dated: 04/01/2013 Recorded: 07/19/2013 in Book/Reel/Liber: 1074 Page/Folio: 394 Beneficiary: BNY Mellon, N.A. Borrower: Fotis Dulos and Jennifer R. Dulos Assignee: Mark H. Dean, as Trustee of the CT RE 2019 Trust Assignor: BNY Mellon, N.A. Loan Amount: \$2300000

Original Mortgagor: Fotis Dulos and Jennifer R. Dulos
Original Mortgage: BNY Mellon, N.A.

Date: 07/31/2019
BNY Mellon, N.A.



Name: Michael Bailey
Title: Vice President

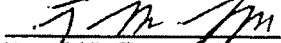


Witness Name: Michael Candelino Witness Name: Ann Marie Puleio

STATE OF MA
COUNTY OF Suffolk) s.s.

On 07/31/2019, before me, Thomas Zani, Notary Public, personally appeared Michael Bailey, Vice President of BNY Mellon, N.A., personally known to me (or proved to me the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their authorized capacity(ies), and that by her/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Notary Public: Thomas Zani
My Commission Expires: 04/10/2026

