Centralizing Massachusetts Foreclosure Data by Developing a User-Friendly Database

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Abstract

This work addresses the legal and social dimensions of predatory lending and illegal foreclosure in Massachusetts. In collaboration with The Massachusetts Alliance Against Predatory Lending (MAAPL), we constructed a data system capable of centralizing state-wide foreclosure data. We requested data from all registries of deeds across Massachusetts and constructed a database to hold the data. We also created a user-friendly interface so that MAAPL volunteers, legal analysts, and others will be able to interact with the database. This report details the completed design, implementation, and documentation of the data system as well as suggestions for future work on the system. Our recommendations range from technical work on the database to analysis of legal stakeholder needs for court cases.

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Executive Summary

Introduction and Purpose

If one is at all familiar with predatory lending–the practice of lenders taking advantage of borrowers through hidden fees or subprime loan offers–they are likely to associate it with the 2008 financial crisis. In reality, predatory lending has been around for hundreds of years, and is still a major problem in the 21st century. Moreover, predatory lending is difficult to fight because its definition is highly contested and a great deal of evidence is needed to prove its presence. As one might imagine, predatory lending often leads to borrowers falling behind on payments and defaulting on their loans.

Predatory mortgage loans can lead to foreclosure, which is a long, complex, and confusing process. In Massachusetts, the foreclosure process is typically non-judicial, meaning that lenders and other foreclosing mortgagees self-regulate the process outside of the state court system. Although the process mainly relies on the good faith of parties such as banks, there are many documents filed during the process–such as Affidavits–which attempt to prevent illegalities. However, exploitation of the process is still possible, and due to the complex nature of foreclosure, is difficult to address. In Massachusetts, there are 21 different regional registries of deeds where foreclosure documents are filed. Although each registry has a website where documents and data may be accessed, there is no centralized database which enables analysis of this publicly available data.

The Massachusetts Alliance Against Predatory Lending (MAAPL) is one organization that fights predatory lending and illegal foreclosures through activities such as protesting auctions, buying foreclosed homes, and spreading information about the foreclosure process. One of MAAPL's long term goals is to prosecute serial offenders of predatory lending and illegal foreclosure by analyzing Massachusetts foreclosure data. However, it's currently impossible to analyze all of this data because it is spread throughout the state and stored in the registries of deeds.

The goal of this work was to design and implement a user-friendly database for MAAPL to enable aggregation, research, and analysis of Massachusetts foreclosure data. In addition to creating the database, we collected foreclosure data from various Massachusetts registries of deeds. By continuing to collect and centralize this data, MAAPL hopes to perform analysis that will support court cases against serial predatory lenders and address illegal foreclosures in Massachusetts.

Methods and Outcomes

To advance MAAPL's work, we pursued the following objectives:

1. Evaluating the current data management system
2. Collecting data from various registries of deeds
3. Implementing changes to the data management system
4. Generating an ongoing plan for the development of the data management system

Before creating the database, we first took a look at the work done by a previous research group in collaboration with MAAPL, which helped to guide the design of our database. We also consulted with some stakeholders to get a sense of how the database will be used, and

what MAAPL's long term vision for it is. Also during this time, MAAPL helped us create a list of documents of interest, shown below with their descriptions, to inform the creation of our data request to various registries of deeds and the organization of the database.

1. **Foreclosure Deed:** documents who purchased the home; usually is directly followed by Affidavit of Sale and Advertisement.
2. **Affidavit of Sale and Advertisement:** usually attached to a Foreclosure Deed; proof the lender followed the law requiring a home to be advertised in the local newspaper for three consecutive weeks, and documentation of the auction.
3. **Certificate of Entry and Possession Notice:** certifies that a home has been entered by a bank representative without contest, which means the home is 'foreclosed by entry'.
4. **Power of Attorney:** document that grants one party the power of attorney of the other. In a broad sense, this means that the grantee can sign documents on behalf of the grantor.
5. **Mortgage:** a type of loan, with documentation (the mortgage and the note) created when a person buys a house by borrowing money from a lender; details the terms of how the borrower repays the lender.
6. **Assignment of Mortgage:** documents a transfer of documents, in this case a mortgage and note, between two parties.
7. **Affidavit:** written and signed sworn statement of fact by a party; several different types may be filed during a foreclosure, i.e. swearing that the foreclosing mortgagee possesses the mortgagor's note
8. **Petition, Order of Notice, Complaint:** several types may be filed during a foreclosure; a Notice to Cure starts the foreclosure process by alerting a homeowner they are in default; a Complaint or Order of Notice is filed in Land Court which requests the military status of the defendant.
9. **Pooled Mortgage:** data stored by the Securities and Exchange Commission which contains information about how mortgages are bought and sold as loans.
10. **Tax Assessment Records:** home valuation records stored by town assessor's offices.

These documents can all be connected to predatory lending and foreclosure, because most of them are filed during the foreclosure process. Understanding the intricacies and content of the documents not only helped us acquire data, but also helped inform the structure and fields of the database.

Data Collection

We sent a public records request to all 21 registries of deeds across Massachusetts. We requested indexed data and documents related to the foreclosure documents listed above from 2004 to the time our request was processed.

Table 1 shows the registries that provided us with data, what type of data each registry provided, and a short description of the data. In total, we received indexed data from 57%

of the registries and documents from 19% of the registries. The two most common reasons given for not providing the data requested were a lack of IT resources, and that the registries' websites would allow us to manually get the data ourselves. However, the websites for the registries of deeds limit downloads to a maximum of 2000 documents at a time, and our requests covered hundreds of thousands of documents in total.

Table 1: Results of Public Records Request (abbreviated)

Registry	**Indexed Data Received?**	**Document Images Received?**	**Details**
Berkshire Middle	Yes	No	Received all indexed data from Secretary of the Commonwealth contractor
Berkshire North	Yes	No	
Berkshire South	Yes	No	
Bristol North	Yes	Yes	Received data on USB, Not indexed
Dukes	Yes	Yes	Received indexed data and images, images indexed in spreadsheet
Franklin	Yes	No	Data from Secretary of the Commonwealth contractor˜
Hampshire	Yes	No	
Middlesex North	Yes	No	
Middlesex South	Yes	No	
Nantucket	Yes	Yes	Received indexed data and images, images indexed in spreadsheet
Plymouth	No	No	Gave access to downloading data through website, but the downloads were inefficient and pdfs instead of spreadsheets
Suffolk	Yes	No	Data from Secretary of the Commonwealth contractor
Worcester South	Yes	No	Received labeled indexed data in csv, it was entered into the database
Worcester North	Yes	Yes	Received indexed data (unlabeled), put images of documents on an external hard drive

Database

To store the data from the documents deemed important to the foreclosure process, we created a database. This database, shown in Figure 1, was designed to relate most documents to the mortgage referenced in the document. Each mortgage has an ID comprised of unique identifiers: book, page, document number, and registry. Since each foreclosure case is associated with a mortgage, this unique ID for mortgages can be used as the ID of the foreclosure. This system allows for multiple foreclosures at the same address, as there are instances of that happening in the data we received.

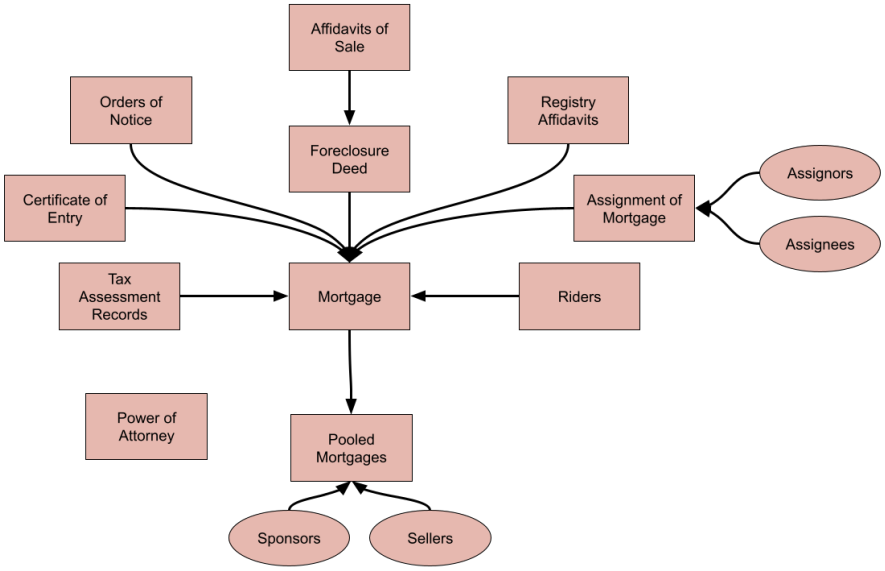

Figure 1: Simplified Entity Relationship Diagram (ERD)

File System

In order to tie the indexed foreclosure information to the corresponding pdf documents, a file access hierarchy was designed so that individuals searching the database can directly access the relevant files relating to a foreclosure. A file system, depicted in Figure 2, was chosen instead of utilizing MySQL's pdf storage feature to ensure higher system performance.

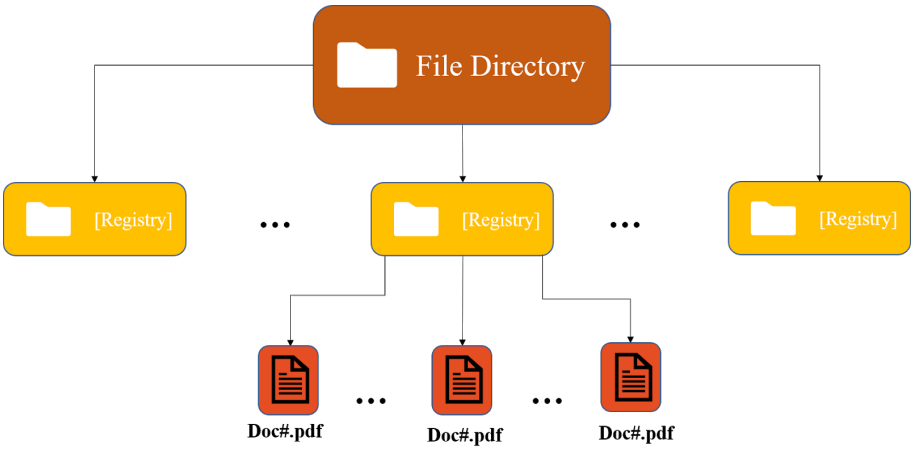

Figure 2: Proposed File access hierarchy for document access through the database.

User Interface

A user interface was created to serve as a "portal" to the database and can be connected to a remote server where data is stored. Included in this interface is a form for searching the database based on certain fields of interest and a form for entering data into the database. Additionally, first steps were taken in implementing an automated data entry system for bulk file uploads. These features minimize the required technical knowledge of an individual using the data system and streamlines the frequent processes one might use the database for. The "portal" also contains a feature to export data from the database into a Comma Separated Value file format (.csv) for analysts to use in their research.

Recommendations

Future Development Guide

We created a Future Development Guide (Appendix B) with recommendations for the further development of the system, which we summarize here:

1. **Data Collection:** Automate data collection either by implementing Optical Character Recognition Software or scraping the websites of registries of deeds.
2. **Front End Updates:** Add functionality to the user interface, such as the ability to delete entries.
3. **Database Updates:** Add more documents, fields, and tables to the database as needed to fill gaps identified by our team and stakeholders.
4. **File System Implementation:** Implement the file hierarchy designed on the permanent server and connect file references to the database.
5. **Security and Account Management:** Ensure that the front end is secure and user accounts have different permission levels that are strongly enforced. This is a prerequisite before the front end can be made public and linked to other features such as a case intake form.

6. **Bug Fixes & Code Refactoring:** Address any major bugs, inefficiencies, or deficiencies in the system. There does not need to be a dedicated effort for this, but future developers should be cognizant of addressing major issues and refactoring the system to improve performance and readability.

7. **Data Cleaning:** Create a process to filter out extraneous data and standardize the format of the indexed data received from the registries of deeds.

8. **Data Entry:** Create more scripts to enter data in bulk from the registries of deeds into the database.

9. **Legal Analysis:** Tangential to the work on the data system itself, we recommend analysis be completed on the needs of legal analysts who will make use of this database. Work should be completed on identifying the legal process, designing an analysis pipeline, and ultimately implementing or finding an appropriate application to serve those needs.

Server Recommendations

The database is currently hosted using WPI resources. It is our recommendation that a more permanent server solution be found. From our discussions with key stakeholders and our own analysis, it appears a custom server is the preferred solution.

Data Recommendations

We recommend any future data requests be made directly to the Secretary of the Commonwealth's office. Nine of the registries that sent indexed data did so through a contractor through the Secretary of the Commonwealth's office. A few of the registries who did not send data because of a lack of IT resources suggested contacting the Secretary of the Commonwealth's office instead. This also presumably makes collecting the data easier as there should be one contact person and a bulk data hand-off.

1 Introduction

Many of those who default on their mortgage or are foreclosed upon are victims of predatory lending. Predatory lending occurs when a lender unfairly and maliciously takes advantage of a borrower. Indicators of predatory lending in the mortgage industry include: hidden fees, subprime loans, adjustable interest rates* (especially a rate that only adjusts up), and balloon payments† at the end of the loan's life–all of which can drastically increase the overall loan repayment amount (O'Neil, 2018) (Ross, 2019b). As a separate industry, mortgage lending institutions arose outside of stricter traditional bank regulations beginning in the 1990s (Aaron, 2009); (Ross, 2019b). It is for this reason that the practices listed above are still so pervasive today. Although laws restricting predatory lending were tightened after the crash of the housing market and the subsequent foreclosure crisis in the late 2000s, current laws still have loopholes or are weakly enforced (Ross, 2019b). Furthermore, predatory lenders have an extensive history of targeting people of color, particularly Black and Latino people (Leffall, 2003) (Steil, Albright, Rugh, & Massey, 2018).

Many organizations, such as the Massachusetts Alliance Against Predatory Lending (MAAPL), exist with the mission to spread awareness of, and repair the damage caused by predatory lending practices and the foreclosure crisis. In order to do this, these organizations need to prove the existence of predatory lending and illegal foreclosures. Additionally, they intend to prove that specific communities have been targeted by predatory lenders. What makes this task difficult is that the definition of a predatory loan is contested, and while there may be a lot of anecdotal evidence from individual foreclosures, it is impossible to prove a pattern of predatory lending using evidence from just one case (Leffall, 2003). Data analysis of a large sample of documents relating to foreclosures across Massachusetts would be much more compelling, and may show an aggregation of illegal activity in the foreclosure process by lenders and mortgagees, or show trends of subprime loans targeting specific populations (Leffall, 2003) (Ross, 2019c). However, the data required to perform such analysis does not exist in a centralized location, but instead is scattered across 21 separate registries of deeds in Massachusetts.

If a central database‡ containing all Massachusetts foreclosure documents existed, trends in foreclosure could be more easily identified through data analysis. In 2020, MAAPL sponsored the work of a research group in starting the development of such a system. This group created a proof of concept database to store indexed data from foreclosure documents with the intent of enabling analysis of said documents (Riley, Noel, Dionne, Campbell, & McCarthy, 2020).

Our work intended to take the proof of concept inherited from the previous research group and implement a fully functional data management system§. This system contains a working user interface¶, a comprehensive database, and a large collection of data from 12 of the 21 Massachusetts registries of deeds. In addition to the data system, we provide detailed manuals, guides, and documentation to ensure that future developers will be able to continue working on the system without learning all the intricacies of it. This system and

*Adjustable Interest Rate: An interest rate that can change over the course of the life of the loan.

†Balloon Payment: A large payment at the end of the life of the loan covering the remaining principal amount of the loan.

‡Database: A structure used to store large amounts of data in a centralized location.

§Data Management System: A system that not only holds data, but accounts for and manages the ways in which the system might function.

¶Interface: A medium which enables interaction with a complex system in a simplified manner.

corresponding documentation will enable MAAPL to immediately begin using its database.

2 Background

This chapter discusses several topics relating to predatory lending, foreclosure, and some related nonprofit organizations. We will begin by providing some background on what predatory lending is, its history and common victims, and the Massachusetts foreclosure process. Next, we mention how the government and nonprofit organizations work to combat the foreclosure crisis. Then, we present information relating to a Massachusetts nonprofit that is fighting illegal foreclosures and evictions by providing services to homeowners at a statewide level. Finally, we review the data management system that this organization currently has in place, and some next steps to ensure its stability.

2.1 Predatory Lending's History and Main Targets

Predatory lending occurs when lenders take advantage of borrowers through avenues such as disclosing hidden fees in fine print or, more commonly, offering subprime–higher interest–loans to (typically) high risk borrowers. A national study of subprime loans from 2004-2010 found that "although subprime loans are typically intended for borrowers who do not qualify for prime loans, research finds that between 10 and 40 percent of subprime [mortgage] borrowers could have qualified for lower-priced prime mortgages" (O'Neil, 2018). Subprime loans can be categorized as loans with an interest rate of 7% or more, or a mortgage that is more than 100% of the value of the home (Ross, 2019b). While a subprime loan does not necessarily signal predatory lending, the vast majority of predatory loans are subprime (Leffall, 2003). Aside from subprime loans, adjustable rate[‖] mortgages and balloon payments[**] are also potential indicators of predatory lending (Ross, 2019b).

Predatory lending is difficult to fight because its definition is highly contested and the line between legal subprime loans and predatory loans is arguable (Leffall, 2003). How does one with little understanding of loans and finance recognize if they are receiving an unfair loan? In a case of predatory lending, the lender knows something about the loan that the borrower does not know or understand.

Although many predatory loans end up with the borrower defaulting on payments, lenders still make money from these loans because of the high interest rates that they charge the borrowers. Additionally, lenders can recover money from borrowers who have defaulted by foreclosing on borrowers' homes, which we will discuss more in the next section (Feb 20, 2008). While predatory lending is commonly associated with the 2008 housing crisis, abusive lending practices have been around for hundreds of years in the United States, primarily victimizing people of color (Geisst, 2017). Historical discriminatory practices–such as redlining[††]–have systematically disadvantaged minority groups, resulting in predatory loans being more common in those communities (Steil et al., 2018). The consequences are seen today as the primary victims of predatory lending are still mainly Black and Latino people–regardless of class (Leffall, 2003).

The mortgage industry started out completely separate from the banking industry in the 1990s, which led to an expansion of predatory lending throughout the 2010s and into the 2020s. (Aaron, 2009); (Ross, 2019b). Due to the separation of mortgage lenders and banks,

[‖] An interest rate that can change over the course of the life of the loan

[**] A large payment at the end of the life of the loan covering the remaining principal amount of the loan

[††] The act of denying someone a loan or other service due to their occupancy in a low income area. Historically this practice has been used to deny African-Americans and other people of color loans and further segregate wealth and wealth production across racial lines.

mortgage lenders did not have to abide by the same regulations as bankers. In his article, "A Matter of Life and Debt," Jabulani Leffall notes several statistics pertaining to the demographics of predatory lending victims, including the fact that "from 1995 to 2001 the number of subprime purchase loans to African Americans rose 686%" (2003). Additionally, he notes that although White people procure the largest number of subprime loans, "African Americans are three times more likely than whites to receive a subprime loan," and even higher-income Black Americans are more likely to receive subprime loans than lower income White Americans (Leffall, 2003). These racial disparities are not localized as they are seen all over the country (Leffall, 2003). Leffall proposes a few reasons why these disparities may still exist, such as a lack of popularized prime lenders in Black communities, and the widespread use of profit-seeking "Ghetto Banks" in poorer communities (2003). Until there are targeted policy changes or widespread studies, predatory lending will continue to be a widespread issue with no foreseeable end.

2.2 How Predatory Lending Connects to Foreclosure

Subprime mortgages, a form of predatory loans, are so-called "doomed-to fail" mortgages because they often lead to foreclosure. In the 2008 Commonwealth v. Fremont Decision, Massachusetts ruled that predatory loans were illegal and set up borrowers to fail (Ross, 2019b). Foreclosure is a complex process that varies state-to-state, and in this study we focus on the process in Massachusetts. As we have previously noted, the mortgage loan industry is separate from the traditional banking industry. While traditional banks have strict regulations, the mortgage loan industry is less regulated, which can enable predatory lending practices. Based on her years of experience helping people through predatory lending and illegal foreclosure, Grace Ross–a lead organizer of the Massachusetts Alliance Against Predatory Lending (MAAPL)–believes that most homes purchased after 2002 have likely been over-appraised, leading to mortgages that are 120-140% of the actual value of the home (Ross, 2019b). Additionally, in the case of many undisclosed no-doc loans[‡‡], lenders may exaggerate the income of a borrower so that they are offered a larger loan that they would not normally qualify for (Ross, 2019b). Although the 2008 Commonwealth v. Fremont decision states that so-called "doomed to fail" subprime mortgages are illegal and banks must modify these types of loans, there is little enforcement of this decision (v. Fremont, 2008) (Ross, 2019b).

Two main categories of foreclosure are judicial and nonjudicial, the latter meaning that the foreclosure process occurs outside of the state court system. While there are multiple foreclosure processes in Massachusetts, the most popular is foreclosure by sale, a nonjudicial foreclosure process. In her series of videos targeted at victims of foreclosure, Grace Ross (Ross, 2019c) explains the complex process of foreclosure by sale by breaking it down into each step:

1. **Default and Cure:** If a borrower can not keep up with their mortgage payments as per the terms set by their mortgage, the lender can declare them in default. The lender must send a specifically-worded default letter to the borrower, which defines a right to cure period, typically 90 days. During this time, the borrower can find ways to get back on top of their mortgage payments, or renegotiate and modify their loan.
2. **Active Military Service:** After the cure period passes, the borrower must show up to Land Court for a test of active military service. If the borrower is an active military

[‡‡] a loan which does not require employment documents from the borrower

service member, the foreclosure must be delayed. If not, the process continues. As this process is nonjudicial, the court summons letter may be the only time that the borrower will receive correspondence from a court.

3. **Affidavits in Registry:** Next, the bank submits one or two affidavits to the registry of deeds. The homeowner is not directly notified. These affidavits vary depending on the terms of the mortgage, and commonly establish that the bank has the mortgage and the note, and that the bank is swearing to follow Massachusetts law.

4. **Notice of Sale and Auction:** Afterwards, the formal foreclosure process begins, and the lender must advertise a notice of sale for three consecutive weeks through a local newspaper. The lender must also send a letter to the borrower giving at least two weeks' notice before the date that the borrower's residence will be auctioned off. This letter must include a copy of the lender's note, as well as some background information about the mortgage. The property is then auctioned off. At this time, the lender may also buy back the property.

5. **Post-Foreclosure Notices:** After the auction, the lender must give several specific kinds of notices to the borrower. If the standards for these notices are not met, the lender cannot evict the borrower while the lender still owns the property, and cannot collect any payment from the borrower.

As one may imagine, the foreclosure by sale process can be very difficult for a borrower who knows little about it. Grace Ross notes in her videos that although lenders have many obligations–since the process takes place outside of the courts and many borrowers do not understand the process–it is not rare for lenders to skip steps or not fully fulfil their duties (Ross, 2019c). It is also important to note that even though a property may be auctioned off, that does not mean that the borrower suddenly has to leave the residence, and also does not mean that the borrower has no chance to win back their property. In Massachusetts, ownership of property is separate from the right to occupy a home, and these two parts of law are very different. Post-foreclosure, the lender must legally evict the borrower as a tenant in housing court, where the legal rights of a tenant are much easier to protect. This facet of the law–that foreclosure does not mean eviction–is extremely important for borrowers to understand, as many people win post-foreclosure cases (Ross, 2019a).

Due to the complicated foreclosure and eviction process, homeowners who lack knowledge about the process can be taken advantage of. A lender can easily set a borrower up for failure by offering them a predatory mortgage loan that the borrower is unaware can be renegotiated according to Massachusetts law. Borrowers may be inclined to give up their entire case once they default on their mortgage payments, believing it is their fault that they were not able to keep up with payments. In reality, a borrower who fights all the way to court gives the court a chance to evaluate the predatory lender and win the property back.

2.3 Organizations That Fight Foreclosure

This section discusses a few organizations that work to combat the foreclosure crisis, predatory lending, and illegal foreclosures. We also comment on specific organizations in Massachusetts.

National and Regional Organizations

The 2008 housing crisis caused a spike in foreclosures as housing prices plummeted, resulting in mortgages being worth much more than the values of homes (Emmons, 2021). Over 3.1 million Americans have faced foreclosure since the beginning of this crisis, warranting the use of federal and non-profit programs to ease the conditions of the crisis (Christie, 2009).

Some of these programs are organized or sponsored by the federal government. (Bratt, 2017) researched the effectiveness in various federal housing assistance programs and claims that most were ineffective, failing to help as many people as projected. Since government programs are aimed at reducing mortgages by voluntary loan modifications that reduce the interest or principal amount of the loan, these programs reduce banks' profits from mortgages. This is what Bratt claims to be the largest problem with government programs: they ask banks to voluntarily reduce their profits to help with the ongoing effects of the 2008 mortgage crisis. The current government programs alone are not enough to address foreclosure.

There are also a few examples of nonprofit organizations working with financial institutions to provide loans to those facing foreclosure. One of these nonprofits is BlueHub Capital, an organization that works to prevent foreclosure in multiple states. It does this primarily through purchasing homes and selling them back to homeowners with a new mortgage. BlueHub Capital has "helped over 1,100 families avoid foreclosure while reducing their principal balances by about 30%, on average" (*BlueHub SUN*, 2021) through their BlueHub SUN program. Selling foreclosed homes to nonprofits instead of investors, banks, or hedge funds keeps homeowners in their homes and keeps properties from lying vacant.

There are many ways other nonprofits work to address the problem of foreclosure. Some provide legal advice from lawyers; others educate people about the process of foreclosure. Many grassroots organizations protest auctions to prevent foreclosed homes from being auctioned off, especially if the bank did not follow the steps necessary to auction the home (Khan, 2016).

Since the foreclosure process is complicated for borrowers who have no prior knowledge of the process, many predatory practices can happen during this process. This means that borrowers need someone to assist them. MAAPL is one Massachusetts organization working to help people in need by providing victims with legal advice and helping reclaim foreclosed homes, among other activities. MAAPL was founded by City Life / Vida Urbana (CL/VU), The Association of Community Organizations for Reform Now (ACORN), and the Green-Rainbow Party assisted by Boston City Councilor Chuck Turner to combat the foreclosure crisis in 2007 before the housing crisis of 2008 (*MAAPL History*, 2012). MAAPL has become a center for activist groups, legal representation, and other non-profit organizations fighting foreclosure and evictions in Massachusetts. It has lobbied for policy changes to increase the rights of tenants and has bought back hundreds of homes (*MAAPL History*, 2012).

Foreclosure Data in Massachusetts

It is largely recognized that foreclosure and eviction are common problems, but the statistics are difficult to find. (Porton, Gromis, & Desmond, 2020) claim that many surveys to assess the crisis are too targeted in scope, either in demographics or location. Another obstacle is that the court case files are not standardized in format. Desmond et al.'s study on eviction court cases from 12 states found that roughly 22% of the court cases had some form of inaccuracies (vague, missing, or false information) (Porton et al., 2020). Many states

run eviction and foreclosures through state housing court. When Desmond et al. compiled information from multiple states to assess eviction across the United States, the records from different states contained variation in exact information and format (Porton et al., 2020). It is important to minimize inaccuracies because inaccuracy increases bias which can skew analysis (Porton et al., 2020).

Organizations and researchers increasingly make use of large datasets to track patterns. (Porton et al., 2020) proposed that data collection and analysis can be used to combat and isolate incidents of predatory lending and eviction.

Although the various registries of deeds across Massachusetts store foreclosure documents as public information, their websites can be difficult to work with. The websites limit the amount of data downloaded at a time to a maximum of 2000 documents. The websites also do not show all results that match the search criteria. Some registries charge $1 per page downloaded, and as a result, cost becomes a barrier to aggregating data.

MAAPL is working on creating a database that contains all available Massachusetts foreclosure and eviction data from the 21 registries in Massachusetts since one does not exist (*MAAPL History*, 2012). This database will contain indexed data from the documents relevant to foreclosure from the various registries of deeds as well as file references to where the documents can be found. The analysis that MAAPL performs on the data can then be used to defend victims of predatory lending and illegal foreclosure, and promote legislation protecting homeowners against these problems (Riley et al., 2020). The analysis of this data would also allow for the filing of lawsuits against perpetrators of illegal foreclosure and predatory lending.

2.4 Previous Work on MAAPL's Database

This section discusses MAAPL's current data system, what a previous research group accomplished, and where work is left to be done. We explain the need to expand on current methods of interacting with the system and a framework to do so, keeping in mind the initial user groups and stakeholders. Finally, we will discuss what principles are useful to evaluate system interfaces.

A 2020 study (Riley et al., 2020) conducted in collaboration with MAAPL resulted in an initial proof of concept for a database design, and mainly involved gathering related information in public records about foreclosures. The research group then contacted local municipalities and registries of deeds to obtain relevant data from 2014 to 2020 on foreclosure cases. The technical aspects of their work involved designing a relational database[§§] to effectively store this data. They also developed a cleaning procedure[*] to process the data before entering it into the database. Lastly, they developed a road-map for future work based on the needs of the MAAPL organization. The road-map is a combination of their iterative design suggestions and the defined needs of the data system based on MAAPL's goals.

The existing work completed by the previous research group affiliated with MAAPL on its database focused heavily on the design and implementation of a structure to hold data. However, a database requires more than just the actual data storage structure to be

[§§] A type of database that stores information and how the information relates to other information stored in the database

[*] A procedure to systematically remove errors in data when putting it into a database or when performing analysis

useful. The database requires a larger system architecture* where the database fits in as one single, but important component. Such a system must be designed around the intended user base, meaning MAAPL will have to adopt a formal development strategy for long-term development and system sustainability. A development plan will not only enhance the quality of MAAPL's system, but make it easier for future projects to get to work with a minimal learning curve.

Many modern databases run on some form of Structured Query Language (SQL)†. This language makes use of specific query requests to perform a variety of tasks on a collection of data. A person who has no prior coding experience will struggle to interact with a SQL database if they do not understand the language and syntax needed to make requests to the database. In order to extract or input the information they want they must first learn the structure of SQL. As a result of this, public SQL databases make use of a front-end interface. This interface masks the inner workings of the system with intuitive visual choices, making it easy for non-technical users to interact with the database.

*A structure (akin to a house) that must not only have individual working components, but must take into consideration how they operate as a unit

†A programming language designed to manage variable amounts of data in an organized way

3 Methodology

Our goal was to further develop MAAPL's data management system and overall data management plan. In order to execute this goal, we created four objectives:

1. Evaluate the current data management system
2. Collect data from various registries of deeds
3. Implement changes to the data management system
4. Generate an ongoing plan for the development of the data management system

In this chapter, we explain how we modified the data management system through the use of these four objectives.

3.1 Evaluate the Current Data Management System

The purpose of this objective was to assess the state of MAAPL's current data management system. By doing this, we were able to better decide on the needs of the system and the priorities of different components. In this objective, we address the following research questions:

1. Who are the stakeholders, and what are their overall needs from the system?
2. How does the system compare to industry best practices and the ten heuristics* for human-centered design†?
3. What are the strengths of the current system, and what needs to be changed?

Before starting any kind of analysis, we identified and interviewed the key stakeholders of the data system. Although the concerns of users entering data were a large focus of our project, we also had to consider the wider scope of the data system's purpose. This process consisted of discussions with MAAPL liaisons Grace Ross, the organizer of MAAPL; Scott Jiusto, a MAAPL collaborator; and Steve Floridia, a MAAPL IT volunteer. During these discussions, we talked about the overall goals of the system, examples of users, and prototypes of the system.

We also used materials from the previous study that created a database proof of concept for MAAPL (Riley et al., 2020) to further assess the overall needs of the data management system. These materials included a Future Development Guide and Guides for Public Data Collection. By reviewing these documents, we were able to see what the previous research team had in mind for the development of the database after the conclusion of their work.

*Approach to a problem that gets accurate enough feedback in a short-term project (*Heuristics - Definition and examples*, n.d.)

†A design philosophy in which the ease of user accessibility is the primary consideration.

3.2 Collect Data from Various Registries of Deeds

Before implementing the data management system, we first had to assess the data that should be included in the system. From our discussions with stakeholders, we discovered that the database created by a previous research group was not as comprehensive as MAAPL intended it to be. Many documents that were of interest to MAAPL were not included in the previous database, such as mortgage deeds and assignments of mortgage, and needed to be added. MAAPL also wanted data from 2004 to present, whereas the previous research group requested data from 2014 to present. Additionally, many registries of deeds did not respond to the previous research group's data request (Riley et al., 2020).

Worcester County, Hampden County, and Plymouth County were of special interest to MAAPL because of their history with the 2008 housing crisis. Worcester is the largest county in Massachusetts (by land area) and also among the most impacted by the crisis. Hampden County contains Springfield, which was hit particularly hard. Finally, Plymouth County was selected as it was the overall hardest hit county in Massachusetts. MAAPL believes that the effects of the 2008 crisis on Plymouth are often overlooked as there is no major city in Plymouth. MAAPL also wanted a geographically diverse spread of data, since the economies across the state vary depending on location. Dukes County and Nantucket County were targets as they are small islands with unique local economies. We decided to reach out to all 21 registries in Massachusetts because it would not be significantly harder to contact 21 registries compared to contacting the few that MAAPL showed preference towards.

Since we reached out to 21 registries of deeds, we created an email script to request the data of interest. In order to create this script, we first referenced an email script created by a previous research team (Riley et al., 2020). Using this script as well as help from Grace Ross, we created a list of specific documents to request from each registry of deeds. This list of documents is shown below with additional annotations.

1. **Foreclosure Deed:** documents who purchased the home; usually is directly followed by Affidavit of Sale and Advertisement.

2. **Affidavit of Sale and Advertisement:** usually attached to a Foreclosure Deed; proof the lender followed the law requiring a home to be advertised in the local newspaper for three consecutive weeks, and documentation of the auction.

3. **Certificate of Entry and Possession Notice:** certifies that a home has been entered by a bank representative without contest, which means the home is 'foreclosed by entry'.

4. **Power of Attorney:** document that grants one party the power of attorney of the other. In a broad sense, this means that the grantee can sign documents on behalf of the grantor.

5. **Mortgage:** a type of loan, with documentation (the mortgage and the note) created when a person buys a house by borrowing money from a lender; details the terms of how the borrower repays the lender.

6. **Assignment of Mortgage:** documents a transfer of documents, in this case a mortgage and note, between two parties.

7. **Affidavit:** written and signed sworn statement of fact by a party; several different types may be filed during a foreclosure, i.e. swearing that the foreclosing mortgagee possesses the mortgagor's note
8. **Petition, Order of Notice, Complaint:** several types may be filed during a foreclosure; a Notice to Cure starts the foreclosure process by alerting a homeowner they are in default; a Complaint or Order of Notice is filed in Land Court which requests the military status of the defendant.
9. **Pooled Mortgage:** data stored by the Securities and Exchange Commission which contains information about how mortgages are bought and sold as loans.
10. **Tax Assessment Records:** home valuation records stored by town assessor's offices.

After researching Massachusetts Public Records Request Law and consulting with an IT employee from a registry of deeds, we created a concisely structured email script (Appendix A) to request data from each registry (*A Guide to the Massachusetts Public Records Law*, n.d.). This script includes specific language which complies with Massachusetts Public Records Request Law so that registries were legally required to respond to our requests within 10 business days with whether or not they could fulfil the request, and an estimated time to fulfill the request (*A Guide to the Massachusetts Public Records Law*, n.d.).

3.3 Implement Changes to the Data Management System

Before our work began, MAAPL's data system consisted of a database structure and some preliminary code written in Python*, a popular programming language, to input data into the system. While a previous research group produced a proof-of-concept database structure, this structure required further development and revision–such as a user interface–so that non-technical users can interact with it. In this section, we propose a design philosophy for the long-term collaboration between MAAPL and system developers.

Database Development

The database structure was revised to account for all documents of interest discussed in the previous section. The previous research group did not request Mortgages, Assignments of Mortgages, Orders of Notice, and Affidavits related to foreclosure from the registries of deeds. For all documents, many new data points were identified as important for legal analysis which had to be added to the database structure. Additionally, indexed data from registries of deeds does not necessarily include all of the data that is relevant to legal analysis. For example, there is a large difference between "for value" and "for value paid" legally in these foreclosure documents. The registries of deeds do not include this distinction in their indexed data. In the future, volunteers from MAAPL will use documentation created by our team to manually input these fields. Additionally, for a court case, the specific documents referenced by the database must be provided as evidence. As a result, we created space in each database table to link the indexed data to the actual images of the documents by including a field that contained the name of the file in the storage system we created.

The database was created in MySQL, an open-source Structured Query Language (SQL)†. To load data into the database, we created Python scripts to generate SQL statements from

*A widely used programming language that emphasizes readability of code.

†A programming language designed to manage variable amounts of data in an organized way.

the Excel spreadsheets of data provided to us by the registries. These scripts automate the process of adding the data from the registries to the database. SQL insert statements are uniformly structured with key words followed by the data points in order. Our script extracted the data line by line from the Excel spreadsheet, reordered it to match the database table order, and added blanks where the data did not exist in the spreadsheet. The script created one line of SQL code for each line in the spreadsheet. After the script generated the code necessary to add the data from the spreadsheet, we ran the code to add the data to the database. We were unable to do this for every registry since it required tailoring a different script to each format of indexed data the registries provided.

User Interface

We approached our work in creating a user interface using an iterative design framework. This framework involves assembling and iteratively updating a list of priorities for both the system and the larger project road-map.

In our framework, the system is thought of as a puzzle with many connected pieces, or components. Typically, software projects follow the "software development life-cycle." In this process, the software requirements are identified, the software is completely designed, then completely implemented, then tested. This also means each software component is created at the same time. This is a very linear process. A shortcoming of this approach is if anything is redesigned, the process goes back to square one.

Instead, we took a more iterative approach. Over the course of development, each component was designed as simply as possible and was thoroughly documented. Over time, each piece became more detailed. This way if demands grow for new features, or a component needs to be changed, changing one piece does not affect the usability* of others. Frameworks with similar approaches are widely used amongst professional developers and result in stable† systems that can more readily change hands between developers.

In our version of this system, the work completed by (Riley et al., 2020) was modified to new requirements and fits in as one component of a larger system. We built not only the database, but a user interface to perform most typical database interactions such as data entry‡ and searching. We built simple, well-documented system structures that can be modular§, scalable¶, and sustainable‖. This not only resulted in system organization that can easily scale with new developments, but also resulted in a reduced learning curve for future developers (such as student project teams and volunteers).

From the information available to us, the initial proof of concept database was hosted locally on the personal computers of the previous researchers. The majority of our development of this system architecture involved updating the database and implementing a web development framework**. We used the Django framework††–an intermediate-level framework written in Python–to facilitate our design and implementation of the database's user interface.

*A metric for how easy or difficult it is to use an object for its intended purpose.

†Can handle change; Well understood system; Consistently operates as expected

‡The act of putting data into a location, in our context a database.

§Easy to modify; Easy to change.

¶Easy to expand upon; Easy to fit increased demand

‖Requires little maintenance on completed parts; Has a clear path of development or method of maintaining.

**For all intents and purposes, the same as Web Application Framework

††A popular open-source web framework that helps assemble large applications.

Our team prioritized implementing the database structure into a larger web application framework* and writing drivers, which communicate between the database and the user interface. Our next priority was building out an interface to make data entry as easy as possible. Ideally, users could upload Excel files directly to the database, and in the absence of an optical character recognition system† capable of automating document intake, there is an entry form for volunteers to manually add data to the database.

Practices to Guide System Development

While our development was guided by information from the stakeholders of the system, we also utilized common metrics to guide the design of our system to ensure it is useful. Some metrics used to guide the system development included documentation of code and object-oriented principles of design‡. Additionally, we used Nielsen's ten usability heuristics for user interface design to inform our construction of the interface. These heuristics were first developed in 1994, and have become industry rules-of-thumb for human-computer interaction (Langmajer, 2020) (in Research-Based User Experience, 2020). The ten heuristics are:

1. Visibility of system status
2. Match between system and the real world
3. User control and freedom
4. Consistency and standards
5. Error prevention
6. Recognition rather than recall
7. Flexibility and efficiency of use
8. Aesthetic and minimalist design
9. Help recognizing, diagnosing, and recovering from errors
10. Help and documentation (in Research-Based User Experience, 2020)

These heuristics helped us address problems that stakeholders and users may not recognize are present in the system. For example, one of the ten heuristics is "help recognizing, diagnosing, and recovering from errors." In order to evaluate the system through this heuristic, we used the database and asked ourselves related questions like 'If data is entered incorrectly, can the system recognize the error?' and 'Does the system alert the user if data is entered incorrectly?'. Then, we judged whether the database addresses this heuristic well, or if it still needs improvement in that area. By doing so, we were able to better gauge the compatibility of our interface with the average stakeholder such as a MAAPL volunteer, and record specific areas where future developers can advance system development. Since one of

*A development framework with the intent of making it easy to develop web applications.

†A system that is programmed to recognize characters in images or PDF documents with the intent of transcribing that information into computer readable text.

‡Principles of design used when making effective programs in Object Oriented languages like Python.

our project goals is to improve the sustainability of the data management system, using development guidelines to assess the system–rather than just opinions of stakeholders–helped to standardize the system. This standardization and adherence to general practices will make it easier for future developers to further work on and improve the system.

3.4 Generate an Ongoing Plan for Development of the Data Management System

While developing the overall data management system, we also created a plan to continue advancing the system. Our team assessed what the system still needs, such as an analysis component. We created a priority list of work left to be done, and the technical knowledge needed to complete it. This objective was guided by the following questions:

1. What improvement tasks can we accomplish during our project, and what are the highest-priority tasks for future development groups?
2. How do we leave an effective code base to build on?
3. How do we use documentation to ensure that the system works without our direct involvement after the project is completed?

As is mentioned in Section 3.1, we created a list of the data system's existing functions so we can see which aspects of the system need adjustment and which aspects can be left as-is. This list helped our team categorize which aspects of the system needed attention first during our project, and which tasks could be left for future development. Additionally, we commented on each element of the list with some suggestions and resources for future development.

Documentation was one of the most critical aspects of our project. We created documentation by commenting our code, creating user guides (Appendix C and D), and writing a future development guide (Appendix B). Commenting our code is intended to make the code easier for future technical developers to understand. The user guides provide directions on how to use our user interface and how to interact with the database. The future development guide assembles relevant information to various development projects, which is intended to reduce the amount of training and preparation time.

In order to ensure the sustainability of the data system, our team worked towards establishing relationships with various Massachusetts registries of deeds. In doing this, our team hopes that MAAPL has the ability to collect relevant information and documents that the database needs.

4 Project Outcomes

In this chapter we present the results of our data collection efforts, an overview of the software we created to hold the centralized data, and a description of the interface we implemented to access the data easily. We also identify remaining gaps and challenges where future improvements can be made.

4.1 Data Collection from Registries of Deeds

We collected data from 12 of the 21 Massachusetts registries of deeds. This section will contain a summary of the data we received, and some of our recommendations for future data acquisition.

Results

After sending our email to each registry of deeds, we were met with varying degrees of success. Some registries responded to our request saying that they could not fulfill it due to time, personnel, technology, or other constraints. Other registries sent us data within a week, and the rest were able to complete our request within 2-3 weeks. We were also contacted by a consultant to the Secretary of the Commonwealth's Registry of Deeds division, who aided us in gathering data from nine registries. Table 2 describes our results in detail.

MAAPL was focused primarily on receiving data from the Northern Worcester Registry of Deeds, Worcester Registry of Deeds, Hampden Registry of Deeds, and Plymouth Registry of Deeds, as these counties were hit particularly hard by the 2008 housing crisis. We received indexed data from two of these registries (Worcester North and Worcester South) and images of documents from one of those registries (Worcester North). In addition, we received data from 10 other registries, and images from Nantucket and Dukes.

Table 2: Results of Public Records Request

Registry	Indexed Data Received?	Document Images Received?	Details
Barnstable	No	No	N/A
Berkshire Middle	Yes	No	Received all indexed data from Secretary of the Commonwealth contractor
Berkshire North	Yes	No	
Berkshire South	Yes	No	
Bristol Fall River	No	No	N/A
Bristol North	Yes	Yes	Received data on USB, Not indexed
Bristol South	No	No	N/A
Dukes	Yes	Yes	Received indexed data and images, images indexed in spreadsheet
Essex North	No	No	N/A
Essex South	No	No	Communicated with this registry,due to extenuating circumstances was not able to fulfill request
Franklin	Yes	No	Data from Secretary of the Commonwealth contractor
Hampden	No	No	N/A
Hampshire	Yes	No	Data from Secretary of the Commonwealth contractor˜
Middlesex North	Yes	No	
Middlesex South	Yes	No	
Nantucket	Yes	Yes	Received indexed data and images, images indexed in spreadsheet
Norfolk	No	No	N/A
Plymouth	No	No	Gave access to downloading data through website, but the downloads were inefficient and pdfs instead of spreadsheets
Suffolk	Yes	No	Data from Secretary of the Commonwealth contractor
Worcester South	Yes	No	Received labeled indexed data in csv, it was entered into the database
Worcester North	Yes	Yes	Received indexed data (unlabeled), put images of documents on an external hard drive

Challenges

Although we gathered a lot of data from most of the registries, we ran into many challenges. The biggest challenge we faced was receiving extremely varied types of data. While we requested indexed data as well as the documents associated with this data, only two registries were able to provide us with images of the documents. The different database formats

of each registry also proved to be a challenge, as some registries had no problem looking up data for us and sending everything we requested in spreadsheet form, while others were only able to provide us with some of the requested documents in nonstandard file formats. Another difficulty with these requests was the sheer size of the data, so we needed to mail a USB or set up a Google Drive folder to acquire data from some registries. Overall, we never got exactly what we wanted. Some registries were not able to properly sort through the data types in their database, so they sent us far more data than we had requested. Other registries did not index all of the documents we requested, and could only send us some data from a few of the documents we requested.

4.2 Construction and Implementation of the Database

Data is useless without context. The database we created not only holds data we gathered from the registries of deeds, but also associates the documents together to provide context. This section discusses the structure and implementation of the database.

Database Structure

The database is structured to hold data from the following documents, which are stored in registries of deeds unless otherwise specified:

1. **Foreclosure Deed:** documents who purchased the home; usually is directly followed by Affidavit of Sale and Advertisement.
2. **Affidavit of Sale and Advertisement:** usually attached to a Foreclosure Deed; proof the lender followed the law requiring a home to be advertised in the local newspaper for three consecutive weeks, and documentation of the auction.
3. **Certificate of Entry and Possession Notice:** certifies that a home has been entered by a bank representative without contest, which means the home is 'foreclosed by entry'.
4. **Power of Attorney:** document that grants one party the power of attorney of the other. In a broad sense, this means that the grantee can sign documents on behalf of the grantor.
5. **Mortgage:** a type of loan, with documentation (the mortgage and the note) created when a person buys a house by borrowing money from a lender; details the terms of how the borrower repays the lender.
6. **Assignment of Mortgage:** documents a transfer of documents, in this case a mortgage and note, between two parties.
7. **Affidavit:** written and signed sworn statement of fact by a party; several different types may be filed during a foreclosure, i.e. swearing that the foreclosing mortgagee possesses the mortgagor's note
8. **Petition, Order of Notice, Complaint:** several types may be filed during a foreclosure; a Notice to Cure starts the foreclosure process by alerting a homeowner they are in default; a Complaint or Order of Notice is filed in Land Court which requests the military status of the defendant.

9. **Pooled Mortgage:** data stored by the Securities and Exchange Commission which contains information about how mortgages are bought and sold as loans.

10. **Tax Assessment Records:** home valuation records stored by town assessor's offices.

The database is a relational database. This means that it associates different pieces of information across different database tables. The database is structured to associate all tables to a specific mortgage, as can be seen in Figure 3. Each mortgage has a mortgage ID generated from the book, page, document number, and registry it is stored in. All other document tables have a column that stores the mortgage ID of the related mortgage. As a result, all documents related to the same foreclosure contain the same mortgage ID.

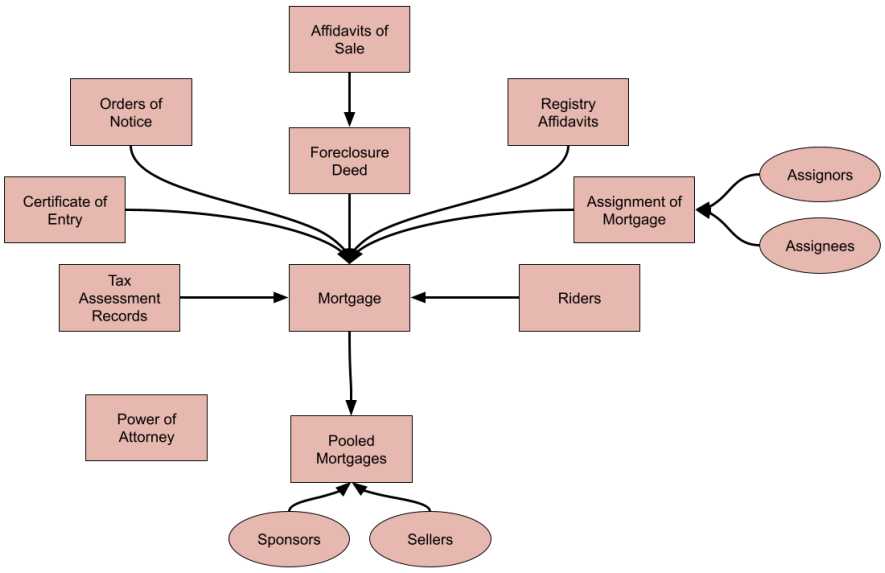

Figure 3: Simplified Entity Relationship Diagram (ERD)

Databases are formatted so that each row in a table is one object. For example, one row in the mortgage table is one unique mortgage. Each column is a particular piece of information, such as the ID of the mortgage. This ID is generated from the book, page, document number, and registry the document is assigned by the registry of deeds. The combination of these data points is enough to uniquely identify each mortgage. For other tables to refer to a specific mortgage, they have a column that stores the ID of the related mortgage. This is represented in the simplified Entity Relationship Diagram (ERD) as arrows pointing from a given table to the mortgage table. Power of Attorney documents are not related to any specific document because the associated grantors and grantees can be banks or people involved in any of the documents. If the Power of Attorney table contained references to specific tables, there would have to be multiple versions of power of attorney–bank to bank, bank to person, person to person, etc. Since it is simpler to have one Power of Attorney table, the people and banks involved in Power of Attorney documents must be cross-referenced against the associated documents by users.

Database Implementation

The database was implemented using MySQL, an open-source Structured Query Language (SQL)*. The database is hosted on a server that the user-interface interacts with, which keeps the database backed up in a secondary location. In Appendix D, a detailed breakdown of the database structure can be viewed. The tables contain a combination of data points from the indexed data and data points regarding specific information in the document. Each document is given either a book and page number or a document number in the registry of deeds. There are two types of land in Massachusetts: recorded land, which comprises a majority of Massachusetts, and registered land, which has more regulations. A document with a book and page number is a document regarding recorded land, and a document with a document number is a document regarding registered land.

The data that we received from different registries was not uniformly structured, and needed to be cleaned before it could be entered into the database. There are two main ways the data is structured: having each document be represented by one row in the spreadsheet, or having one row per party involved in a document. For example, one mortgage that had two mortgagors and one lender would either have one row in the spreadsheet, or three rows: one row for each mortgagor and one row for the bank.

There are some gaps in the data we were able to load into the database. As previously discussed, many fields of the database contain information that is not indexed by the registries, such as how many times the word "assigned" was mentioned in the advertisements in Affidavits of Sale. As a result, when we loaded data into the database from the indexed data from the registries of deeds, many fields were left blank. Another limitation of the database is the amount of extraneous data provided by the registries. The data provided by each registry contained all Power of Attorney documents and Mortgages generated from 2004 to the time our request was processed, not just the Power of Attorney documents or mortgages related to foreclosure cases. Some registries also sent data containing additional documents not in our request. This required our team to filter out extraneous data before entering data into the database.

Since each registry structured their indexed data differently, we were unable to put all of the data we received into the database. This is because entering it will require writing scripts for each document type and for each registry. The database currently contains

*A programming language designed to manage variable amounts of data in an organized way.

Worcester South's data, as it was the largest and most thoroughly labeled data we received. Its inclusion added over 100,000 entries to the database.

4.3 The User Interface for Search and Data Entry

The graphical user-interface, written using Django–a Python web framework– allows users to interact with the database without using SQL, streamlining the procedure of obtaining or entering information. This component is crucial in considering the types of users the system will have, such as MAAPL volunteers doing manual data entry.

Search

One of the main functions of the user-facing front-end application is searching the database. Figure 4 depicts the search form that allows users to filter through foreclosure-related data.

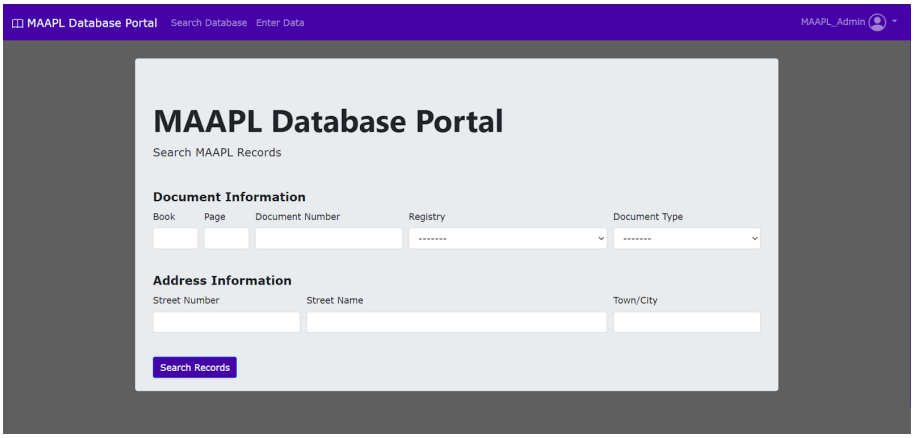

Figure 4: Image of the search system on the user interface.

The search function accepts common traits among documents in order to filter through the various sets of data within the database. This makes it easier for the user to do a wide search of all the relevant information, allowing them to be as specific as they need to be. Results appear tabulated by document type on the results page. This process makes it much easier for a user to search and find data quickly. The search feature also utilizes an 'export to csv' feature to enable analysis of the data. This feature creates a Comma Separated Value file format (.csv), a common file format that can be easily read by other applications (such as Excel) and used for analysis.

Data Entry

Normally a user would have to write SQL insert statements to enter items into a database. Likewise, a user would also have to write SQL query statements to retrieve items from a database. We aimed to reduce this complexity by utilizing interactive forms to handle data input and output. These forms do not require any prior knowledge of the SQL language, nor our system on the part of the user. Using these forms, one can easily input data into

the database. One of these forms is pictured below in Figure 5. In this form each of the different fields that can be entered into the database are labeled. For the types of data that require specific entry, like the registry that the document is from, there is a dropdown menu for the selection with multiple choices so a user does not have to worry about specific spelling.

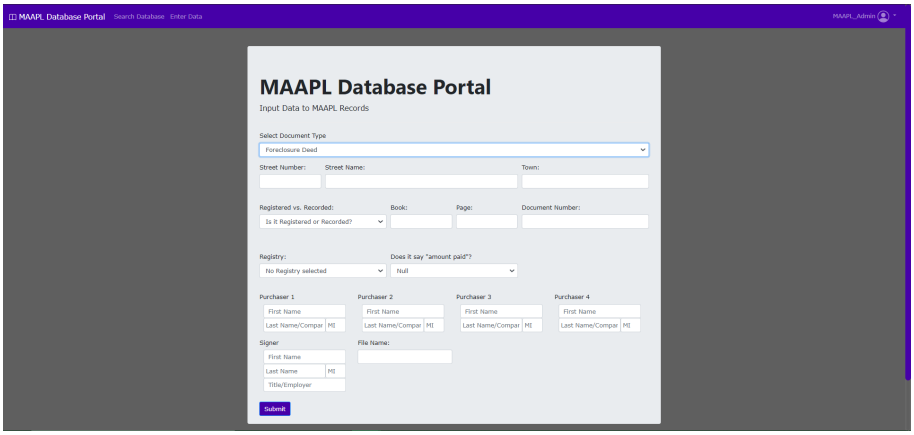

Figure 5: Image from the data entry interface.

User Accounts

The system makes use of an authentication system for user accounts. This feature will allow MAAPL to restrict access to critical aspects of the database to only those who are system administrators. The authentication system also enables MAAPL to create administrator accounts to manage the system. Making use of accounts also means that volunteers must sign in to access any feature on the database, even non-administrator features.

4.4 Documentation

This section describes a number of different types of documentation created to help others interact with the database and continue working on it:

- **Annotated foreclosure documents** can help users and system developers by highlighting where pertinent information can be found in the documents requested from registries of deeds
- **The future development guide** explains what parts of the system need to be improved or added
- **The database documentation** details each piece of data stored in the database, along with an explanation of how the database works with the front end
- **User manuals** assist anyone using our system in the current state and for developers interacting with the code directly.

Annotated Documents

Based on assistance from Grace Ross, we annotated several foreclosure-related documents. These documents, shown in Appendix F, will assist future users of the database who are manually inputting data into the database from foreclosure documents. Each field of data is highlighted and clearly labelled in each document, so users who are not familiar with foreclosure documents will be able to quickly recognize what needs to be recorded. An excerpt of an annotated Complaint document is shown below in Figure 6, where fields of data such as "case number" are clearly highlighted and labeled. Besides assisting future users, these annotated documents can also be used by MAAPL to help clients read their foreclosure documents, or by future developers to better understand the organization of the database.

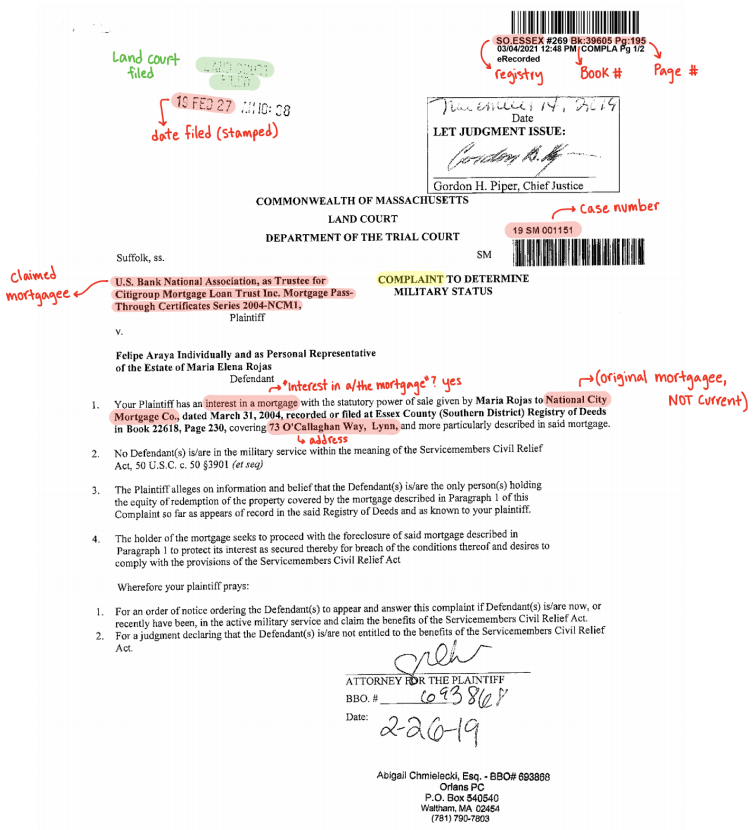

Figure 6: Excerpt from an annotated complaint document.

Database Documentation

This document explains the thought process behind the implementation of the database, and detailed descriptions of the fields in the database. It contains simplified Entity Relationship Diagrams, highlighting specific tables in the database and how they connect. It also documents our assumptions made in the structure of the database. For example, one assumption made in our database is that book, page, and document number combinations are unique to each registry. Therefore, the unique identifier for documents is a combination of book, page, document number, and registry.

User Manual

We created a user manual for MAAPL volunteers to understand how to interact with the data management system. The manual contains a guide explaining all of the features in the front-end user interface, what they do, and how to use them. Instructions include creating an account, searching the database, and entering data into the database.

Documented Code

We are leaving code documentation for future developers as well as learning resources that we utilized in developing the system. This includes documentation not only of our user interface, but the database code and scripts used to populate the database. Full documentation on the code will be available at the Github repository we have used to develop the system.

5 Recommendations

We viewed our work as a starting point for many future projects. Therefore, it was important to us to create a comprehensive set of recommendations. This chapter details some of the specific recommendations we have for future developers and MAAPL, varying from technical modifications to the database to data acquisition strategies.

5.1 Future Development Guide

We created a Future Development Guide (Appendix B) with recommendations for the further development of the system, which we summarize here:

1. **Data Collection:** Automate data collection either by implementing Optical Character Recognition Software or scraping the websites of registries of deeds.
2. **Front End Updates:** Add functionality to the user interface, such as the ability to delete entries.
3. **Database Updates:** Add more documents, fields, and tables to the database as needed to fill gaps identified by our team and stakeholders.
4. **File System Implementation:** Implement the file hierarchy designed on the permanent server and connect file references to the database.
5. **Security and Account Management:** Ensure that the front end is secure and user accounts have different permission levels that are strongly enforced. This is a prerequisite before the front end can be made public and linked to other features such as a case intake form.
6. **Bug Fixes & Code Refactoring:** Address any major bugs, inefficiencies, or deficiencies in the system. There does not need to be a dedicated effort for this, but future developers should be cognizant of addressing major issues and refactoring the system to improve performance and readability.
7. **Data Cleaning:** Create a process to filter out extraneous data and standardize the format of the indexed data received from the registries of deeds.
8. **Data Entry:** Create more scripts to enter data in bulk from the registries of deeds into the database.
9. **Legal Analysis:** Tangential to the work on the data system itself, we recommend analysis be completed on the needs of legal analysts who will make use of this database. Work should be completed on identifying the legal process, designing an analysis pipeline, and ultimately implementing or finding an appropriate application to serve those needs.

The future development guide was created to provide MAAPL and future developers with suggested tasks to ensure the success and longevity of its new data system. This guide is intended to be read by any person regardless of technical skill or detailed understanding of foreclosure, and will reduce the learning curve for future developers. In addition, it compartmentalizes and organizes all future work into smaller, manageable projects that can operate simultaneously or individually.

5.2 Server Recommendations

The database is currently hosted using WPI resources. It is our recommendation that a more permanent server solution be found. From our discussions with key stakeholders and our own analysis, it appears a custom server is the preferred solution.

The first option we considered was the Amazon Web Services: Relational Database Services. The minimum price is $0.017 per hour which totals out to about $12.24 per month (Services, 2007). The minimum requirements were deemed appropriate for the database we created, and at first, this seemed like a good option. However, MAAPL wants the database to be stored "in-house" so any form of online computation or storage would not be feasible.

The next possible idea was using a server rack like those found on server farms. This seemed promising as each server in a server rack costs about $100 to $250 on Amazon. MAAPL could also add or remove servers as they see fit. The problems with this option are:

1. The server rack would have a lot of parts
2. Ventilation and cooling cost money
3. In-Rack*, Room Level†, or both types of fire suppression systems may be required (Control Fire Systems, 2018; Robin, 2020).

Due to the long term costs associated with the creation and upkeep of a mounted server rack, as well as the necessity of outside help to set up and calibrate the server rack, we believe that a server rack would not be the best option.

Our recommendation is a custom server. A custom server can be thought of as a very powerful desktop computer with high computing, processing power, and storage without high graphical computation capabilities. Looking at the custom server company Puget Systems, we found that a lower end custom server is about $1000-$2000. An extremely high end custom server is about $4000-$5000. While this is a much higher cost compared to the other two options, it would be a one time purchase for potentially decades of computing capabilities. As a custom server is just one system, it would require little to no setup and calibration. It would also have lower costs compared to a rack-mount server while remaining physically in-house.

5.3 Data Request Recommendations

We recommend any future data requests be made directly to the Secretary of the Commonwealth's office. Nine of the registries that sent indexed data did so through a contractor through the Secretary of the Commonwealth's office. A few of the registries who did not send data because of a lack of IT resources suggested contacting the Secretary of the Commonwealth's office instead. Contacting the Secretary of the Commonwealth's office directly also presumably makes collecting the data easier as there should be one contact person and a bulk data hand-off.

*fire suppression system within the server rack itself, flooding the rack with fire retardant foam or heat suppressing chemicals if needed

†fire suppression system installed in the same room as a server rack, which uses heat suppressing chemicals

6 Conclusions and Potential Impact

As discussed earlier, the foreclosure crisis is a widespread problem with a history rooted in racism. Organizations such as MAAPL try to help homeowners keep their homes and influence policy around lending and foreclosure. Consensus among historians suggests that in the history of policy change, successful movements require advocacy coalitions: grassroots movements of regular people volunteering their time to advocate for a cause (*The Advocacy Coalition Framework*, 2017). No one project, person, nor organization can address the crisis alone. This chapter reframes our work within the context of the foreclosure crisis.

6.1 Institutional and Organizational Power Disparities

As we have noted previously, regulations on mortgage lenders are comparatively weaker when compared to regulations on traditional banks. Additionally, the foreclosure process is non-judicial, complex and hard to combat on a case by case basis. To compound this disparity further, the most common victims of predatory lending and foreclosure are primarily Black and Latino people, who are additionally burdened by other systemic problems (Leffall, 2003).

Nonprofit organizations such as MAAPL run on the generosity of their volunteers with little to no backing from large institutions. Therefore, they are only as influential as the sum of their constituents. However, technology can help to facilitate communication and organization within these groups. MAAPL's data system helps to level the playing field between MAAPL (and its constituent organizations) and the lenders it seeks to combat by expanding the reach and impact of MAAPL's work.

6.2 Expanding the Toolbox

Organizations such as MAAPL are undertaking the lengthy, complicated process of attempting to gain restitution for those affected by the foreclosure crisis. The separate aspects of our project–the front-end, the database, the documentation, and the data collection operations–all aimed to address critical areas for improvement to enhance MAAPL's organizational mission. Each component of the project was designed to assist MAAPL in a specific dimension of their work. In this section, we will tie our work back to its potential impact for MAAPL.

Centralizing and Democratizing the Data

In order to prosecute predatory lenders, MAAPL needs to prove in a court of law that some loans were predatory. This requires a significant amount of data and data analysis. Current database systems, web frameworks, and hosting technologies enable storage of the data and easy access for MAAPL's analysis.

While foreclosure records such as the documents we collected are classified as public information, the process of obtaining this information was complicated, time consuming, and had a variety of positive and negative outcomes. By collecting relevant data from 2004 to the present, we have begun the process of increasing access to this information for MAAPL and other organizations like it. This centralization of information further reduces barriers to making change by removing the metaphorical "middle-man" that is the registry of deeds, enabling MAAPL to directly access and analyze information.

Bridging the Gap, Technical to Grassroots Volunteer

The next crucial area where this work enhances MAAPL's power is in bridging the gap between the complexities of a large data management system and a general user about whom we cannot assume any level of technical experience. Collecting large amounts of foreclosure data within the state is of little use if there is no place to store it. Furthermore, this data is not useful if there is no easy way for anyone to access it. While information can be centralized, it is not democratized if people have no understanding of how to access it.

The user interface and documentation play key roles in breaking down this knowledge barrier which restricts access to essential information. The interface primarily serves the purpose of streamlining access to the wide variety of data we collected in the form of standardized intuitive search and data entry forms. The documentation was created to address any user who would be unfamiliar with these types of interfaces. The user interface and its documentation increase accessibility of the database to the average volunteer at MAAPL. This access increases the capacity of MAAPL volunteers who can use the database to chip away at disparities through data entry and analysis, resulting in more people making a larger overall impact.

Protecting and Nurturing the Project Development

As stated before, grassroots organizing is notoriously difficult and can be very time intensive. The future development guide–contained in Appendix B–provides guidance for further progress on MAAPL's data management system. We designed the future development guide with the intent to assist MAAPL organizers' understanding of the system they are inheriting from our work and how to move forward with it. We hope that this guidance can help MAAPL work towards fully utilizing the database and taking every advantage provided by such a system.

6.3 The Long Fight

As we have stated many times and indicated in our documentation, this work is one component of a larger project which requires many hands to accelerate its development. We have suggested improvements, modifications, and new features to the data system, as well as other efforts that would make use of the database without directly modifying the system. It is our hope that our work enables MAAPL to advance its capabilities in the long fight against predatory lending and illegal foreclosure.

References

Aaron, K. (2009, May). *Predatory lending: A decade of warnings.* Center for Public Integrity. Retrieved from https://publicintegrity.org/inequality-poverty-opportunity/predatory-lending-a-decade-of-warnings/

The advocacy coalition framework. (2017, Aug). International Public Policy Association. Retrieved from https://www.ippapublicpolicy.org/teaching-ressource/the-advocacy-coalition-framework/7

Bluehub sun. (2021, Feb). Retrieved from https://bluehubcapital.org/programs-services/bluehub-sun

Bratt, R. G. (2017). Post-foreclosure conveyance of occupied homes and preferential sales to nonprofits: Rationales, policies, and underlying conflicts. *Housing Policy Debate*, *27*(1), 28-59. Retrieved from https://doi.org/10.1080/10511482.2016.1143857 doi: 10.1080/10511482.2016.1143857

Christie, L. (2009, Jan). Foreclosures up a record 81% in 2008. *CNN Money*. Retrieved from https://money.cnn.com/2009/01/15/real_estate/millions_in_foreclosure/

Emmons, W. R. (2021, Feb). *The end is in sight for the u.s. foreclosure crisis.* Federal Reserve Bank of St. Louis. Retrieved from https://www.stlouisfed.org/on-the-economy/2016/december/end-sight-us-foreclosure-crisis

Feb 20, . P. N. A. (2008, Feb). *Victimizing the borrowers: Predatory lending's role in the subprime mortgage crisis.* Wharton University of Pennsylvania. Retrieved from https://knowledge.wharton.upenn.edu/article/victimizing-the-borrowers-predatory-lendings-role-in-the-subprime-mortgage-crisis/

Geisst, C. R. (2017). *Loan sharks: The birth of predatory lending.* Brookings Institution Press. Retrieved from http://www.jstor.org/stable/10.7864/j.ctt1hfr25r

A guide to the massachusetts public records law. (n.d.).

Heuristics - definition and examples. (n.d.). Conceptually. Retrieved from https://conceptually.org/concepts/heuristics

in Research-Based User Experience, W. L. (2020, Nov). *10 usability heuristics for user interface design.* Nielsen Norman Group. Retrieved from https://www.nngroup.com/articles/ten-usability-heuristics/

Khan, A. L. (2016, Nov). *What does waft do, anyway? an inside look at worcester's anti-foreclosure warriors: Part 1 - gaining traction and attention.* Retrieved from https://worcester.ma/2016/09/what-does-waft-do-anyway-an-inside-look-at-worcesters-anti-foreclosure-warriors-part-1-gaining-traction-and-attention/

Langmajer, M. (2020, Feb). *10 usability heuristics every designer should know.* UX Collective. Retrieved from https://uxdesign.cc/10-usability-heuristics-every-designer-should-know-129b9779ac53

Leffall, J. (2003). *A matter of life and debt: the impact of predatory lending on the black community* (No. 246). Somerville: Economic Affairs Bureau.

Maapl history. (2012, Sep). Massachusetts Alliance Against Predatory Lending. Retrieved from http://maapl.info/about/history/

O'Neil, M. M. (2018). Race, ethnicity, and the great recession: A national evaluation of mortgages and subprime lending, 2004-2010. *ProQuest Dissertations Publishing*.

Porton, A., Gromis, A., & Desmond, M. (2020). Inaccuracies in eviction records: Implications for renters and researchers. *Housing Policy Debate*, 1–18. doi: 10.1080/10511482.2020.1748084

Riley, J. R., Noel, S. M., Dionne, N. Y., Campbell, T. J., & McCarthy, J. A. (2020, "December"). "developing a data system to address foreclosures in massachusetts".

Ross. (2019a). *Auction does not mean eviction.* YouTube. Retrieved from https://www.youtube.com/watch?v=0BwUvmjrBM4\&feature=youtu.be

Ross. (2019b). *Predatory loans.* YouTube. Retrieved from https://www.youtube.com/watch?v=kJaI6ZC4Pek\&feature=youtu.be

Ross. (2019c). *Steps in the foreclosure process.* YouTube. Retrieved from https://www.youtube.com/watch?v=TtTRrZJZKDw\&feature=youtu.be

Services, A. W. (2007). *Amazon rds for mysql pricing.* Research Defence Society. Retrieved from https://aws.amazon.com/rds/mysql/pricing/

Steil, J. P., Albright, L., Rugh, J. S., & Massey, D. S. (2018). The social structure of mortgage discrimination. *Housing Studies*, *33*(5), 759-776. Retrieved from https://doi.org/10.1080/02673037.2017.1390076 doi: 10.1080/02673037.2017.1390076

v. Fremont, C. (2008). Retrieved from https://caselaw.findlaw.com/ma-supreme-judicial-court/1452503.html

Appendix A: Registry Data Request Email

Subject line: Massachusetts Public Records Request for Research Project

Your Honorable Register [INSERT NAME HERE],

We are a student research team at Worcester Polytechnic Institute (WPI) contacting you to make a formal Massachusetts public records request for our research project. The focus of our research is to establish a data system that will enable analysis of foreclosure data and lending practices in Massachusetts. [Customization]

We are hoping that you can help or refer us to someone who can assist us with our request. We would need the data by the end of April. We are looking for documents relating to individual foreclosures of recorded and registered land, specifically:

- Foreclosure deeds, affidavit of sale, and related advertisements
- Possession (certificate of entry) notices
- Power of Attorney (Certificates of Appointment) related to the above documents
- Mortgage, assignments, and affidavits related to the above documents
- Petitions/Orders of notice or complaints related to the above documents

We would be grateful for this data in whatever form is available. We can provide a physical memory stick or hard drive for the data to be placed onto, or we could arrange to have it transferred via an online storage system (such as Dropbox or Google Drive), if that is preferable.

If you have any further questions or need clarification about this request, please feel free to contact us via phone or email (listed below). Additionally, our project advisors–WPI professors Dr. Rick Vaz, Dr. Chrys Demetry, and Dr. Scott Jiusto–are copied on this email if you want to contact them directly.

Thank you very much,
WPI Foreclosure Data Team
Keval Ashara, Sam Gould, Caitlin Kuzma, Patrick O'Mullan
gr-foreclosure-data-d21@wpi.edu

Appendix B: Future Development Guide

MAAPL Data System Future Development Guide

Keval Ashara, Sam Gould,
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Overview

This document is a guide to future development of the MAAPL data management system and serves as our primary source of recommendations. It outlines the path forward in development as we see it. We recommend several different projects to further development of the system. In this document, we first provide a brief overview of the topics you will find in the subsequent development guide. The description of the system is current as of May 2021. We describe the state of the system, different areas of potential development, and the recommended skill sets for each area of development.

Current State of the System (Excerpt from Executive Summary)

Introduction and Purpose

If one is at all familiar with predatory lending–the practice of lenders taking advantage of borrowers through hidden fees or subprime loan offers–they are likely to associate it with the 2008 financial crisis. In reality, predatory lending has been around for hundreds of years, and is still a major problem in the 21st century. Moreover, predatory lending is difficult to fight because its definition is highly contested and a great deal of evidence is needed to prove its presence. As one might imagine, predatory lending often leads to borrowers falling behind on payments and defaulting on their loans.

Predatory mortgage loans can lead to foreclosure, which is a long, complex, and confusing process. In Massachusetts, the foreclosure process is typically non-judicial, meaning that lenders and other foreclosing mortgagees self-regulate the process outside of the state court system. Although the process mainly relies on the good faith of parties such as banks, there are many documents filed during the process–such as Affidavits–which attempt to prevent illegalities. However, exploitation of the process is still possible, and due to the complex nature of foreclosure, is difficult to address. In Massachusetts, there are 21 different regional registries of deeds where foreclosure documents are filed. Although each registry has a website where documents and data may be accessed, there is no centralized database which enables analysis of this publicly available data.

The Massachusetts Alliance Against Predatory Lending (MAAPL) is one organization that fights predatory lending and illegal foreclosures through activities such as protesting auctions, buying foreclosed homes, and spreading information about the foreclosure process. One of MAAPL's long term goals is to prosecute serial offenders of predatory lending and illegal foreclosure by analyzing Massachusetts foreclosure data. However, it's currently impossible to analyze all of this data because it is spread throughout the state and stored in the registries of deeds.

The goal of this work was to design and implement a user-friendly database for MAAPL to enable aggregation, research, and analysis of Massachusetts foreclosure data. In addition to creating the database, we collected foreclosure data from various Massachusetts registries of deeds. By continuing to collect and centralize this data, MAAPL hopes to perform analysis that will support court cases against serial predatory lenders and address illegal foreclosures in Massachusetts.

Methods and Outcomes

To advance MAAPL's work, we pursued the following objectives:

1. Evaluating the current data management system
2. Collecting data from various registries of deeds
3. Implementing changes to the data management system
4. Generating an ongoing plan for the development of the data management system

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Before creating the database, we first took a look at the work done by a previous research group in collaboration with MAAPL, which helped to guide the design of our database. We also consulted with some stakeholders to get a sense of how the database will be used, and what MAAPL's long term vision for it is. Also during this time, MAAPL helped us create a list of documents of interest, shown below with their descriptions, to inform the creation of our data request to various registries of deeds and the organization of the database.

1. **Foreclosure Deed:** documents who purchased the home; usually is directly followed by Affidavit of Sale and Advertisement.
2. **Affidavit of Sale and Advertisement:** usually attached to a Foreclosure Deed; proof the lender followed the law requiring a home to be advertised in the local newspaper for three consecutive weeks, and documentation of the auction.
3. **Certificate of Entry and Possession Notice:** certifies that a home has been entered by a bank representative without contest, which means the home is 'foreclosed by entry'.
4. **Power of Attorney:** document that grants one party the power of attorney of the other. In a broad sense, this means that the grantee can sign documents on behalf of the grantor.
5. **Mortgage:** a type of loan, with documentation (the mortgage and the note) created when a person buys a house by borrowing money from a lender; details the terms of how the borrower repays the lender.
6. **Assignment of Mortgage:** documents a transfer of documents, in this case a mortgage and note, between two parties.
7. **Affidavit:** written and signed sworn statement of fact by a party; several different types may be filed during a foreclosure, i.e. swearing that the foreclosing mortgagee possesses the mortgagor's note
8. **Petition, Order of Notice, Complaint:** several types may be filed during a foreclosure; a Notice to Cure starts the foreclosure process by alerting a homeowner they are in default; a Complaint or Order of Notice is filed in Land Court which requests the military status of the defendant.
9. **Pooled Mortgage:** data stored by the Securities and Exchange Commission which contains information about how mortgages are bought and sold as loans.
10. **Tax Assessment Records:** home valuation records stored by town assessor's offices.

These documents can all be connected to predatory lending and foreclosure, because most of them are filed during the foreclosure process. Understanding the intricacies and content of the documents not only helped us acquire data, but also helped inform the structure and fields of the database.

Data Collection

We sent a public records request to all 21 registries of deeds across Massachusetts. We requested indexed data and documents related to the foreclosure documents listed above from 2004 to the time our request was processed.

In total, we received indexed data from 57% of the registries and documents from 19% of the registries. The two most common reasons given for not providing the data requested were a lack of IT resources, and that the registries' websites would allow us to manually get the data ourselves. However, the websites for the registries of deeds limit downloads to a maximum of 2000 documents at a time, and our requests covered hundreds of thousands of documents in total.

Database

To store the data from the documents deemed important to the foreclosure process, we created a database. This database, shown in Figure 1, was designed to relate most documents to the mortgage referenced in the document. Each mortgage has an ID comprised of unique identifiers: book, page, document number, and registry. Since each foreclosure case is associated with a mortgage, this unique ID for mortgages can be used as the ID of the foreclosure. This system allows for multiple foreclosures at the same address, as there are instances of that happening in the data we received.

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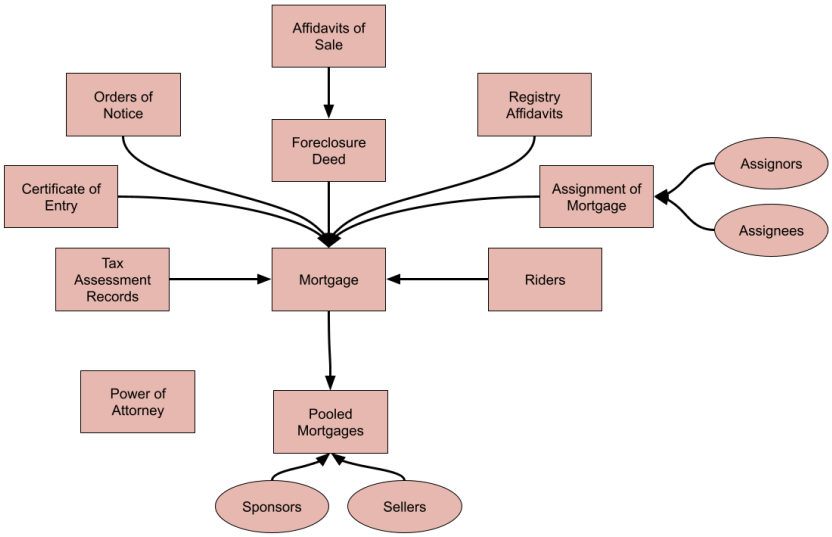

Figure 1: Simplified Entity Relationship Diagram (ERD)

File System

In order to tie the indexed foreclosure information to the corresponding pdf documents, a file access hierarchy was designed so that individuals searching the database can directly access the relevant files relating to a foreclosure. A file system, depicted in Figure 2, was chosen instead of utilizing MySQL's pdf storage feature to ensure higher system performance.

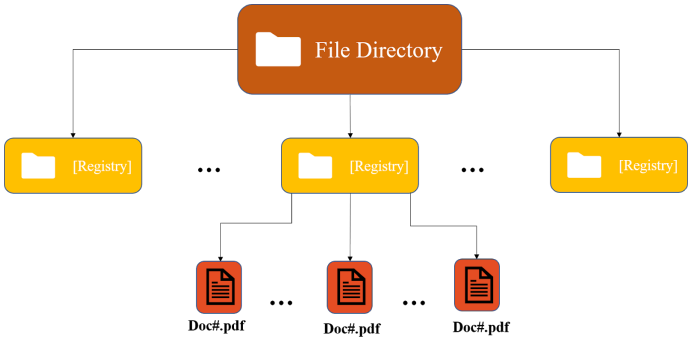

Figure 2: Proposed File access hierarchy for document access through the database.

User Interface

A user interface was created to serve as a "portal" to the database and can be connected to a remote server where data is stored. Included in this interface is a form for searching the database based on certain fields of interest and a form for entering data into the database. Additionally, first steps were taken in implementing an automated data entry system for bulk file uploads. These features minimize the required technical knowledge of an individual using the data system and streamlines the frequent processes one might use the database for. The "portal" also contains a feature to export data from the database into a Comma Separated Value file format (.csv) for analysts to use in their research.

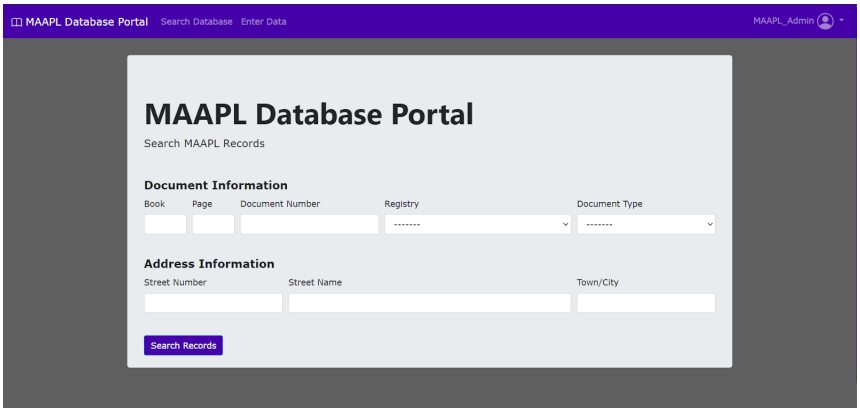

Figure 3: Image of the search system on the user interface.

Project Area: Data Collection

There are many gaps in the data acquired as of writing this guide. In total, 12 registries of deeds sent indexed data in CSV's and only four registries of deeds supplied the associated document images. Out of the four registries that sent the document images, only two associated the images to the indexed data. The indexed data also does not contain all data points of interest. Additionally, data about securitized trusts and pooled mortgages from the Securities and Exchange Commission (SEC) and assessed values of homes from town assessor's offices is missing from the database. A dedicated effort to adding data to the database would enable better analysis of the foreclosure data. There are many avenues to pursue to collect more data for the database.

Recommended Skills: Varying skills are needed depending on approach. For OCR and web scraping, developers will need technical skills. However, when collecting data from other sources, there is more flexibility in methods.

Areas for Work

Implement Optical Character Recognition

Motivation

Pulling the data directly from the document images can lead to much more detailed database entries. There is an abundance of data that is on each document of interest to MAAPL that is not indexed, such as handwritten notes. This could also be used to associate document images to the indexed data in the database.

Information

Steve Floridia is working on implementing Textract to input data into the database. Future developers will have to decide if they would rather use the Textract key-value interface or full raw text. Either way, this also involves translating the Textract output into SQL insert statements to add data to the database.

Implement Web-Scraping to Pull Data and Documents From the Registry Websites

Motivation

Many registries did not send our team data, with the response that the data we are looking for is on their websites. Manually pulling the data of interest was deemed too time consuming.

Information

The registries of deeds have websites where the public can search for and view many documents stored at the registry of deeds. Most registries do not charge for this. Creating a web-scraping script would enable the collection of indexed data and document images from registries that did not provide them. This could also be used to get documents that are not currently in the database. Document images could be used for manual entry, or could be put through OCR software as described in the previous project.

Collect Data From Other Data Sources

Motivation

As of May 2021, the database contains data that was indexed by the registries of deeds. Data from the SEC and town assessor's offices is also important for analysis. Additional data from the registries of deeds from where our team's data ended to present for future developers would also be of use.

Information

Future developers should make data requests from the various sources identified. They should make use of the Freedom of Information Act, as the data we are interested in is public information. In our References section is a good guide to public records law in Massachusetts by Secretary of the Commonwealth William Galvin

(https://www.sec.state.ma.us/pre/prepdf/guide.pdf).

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Project Area: Technical Front-End Improvements

The data system has a user interface that allows users to input data to the database, search data, and export data, but it has many limits. As of May 2021, there is no ability to update or delete existing records in the database. There are other limits to the functionality of the system that should be addressed. Adding more functionality would enable further and more varied use of the database. This project involves adding functions or aspects to the user interface that were identified as good future additions.

Recommended Skills: experience with HTML, CSS, JavaScript, Python, and the Django Framework.

Areas for Work

Address Missing Functionality in the Interface

Motivation

There are identified missing functionalities in the front-end interface that need to be addressed in future work.

Information

The missing functionalities include:

- Ability to edit entries
- Ability to review manual data entry before submitting
- Ability to delete entries
- Ability to only grab selected entries for csv download
- Ability to connect documents together
  1. Reference mortgages by looking up a mortgage from any document
  2. Reference foreclosure deed from affidavit of sale or vice versa
- Ability to view all assignors & assignees from an assignment
- Ability to view all sellers & sponsors from a pooled mortgage

Add New Aspects to the Interface

Motivation

Part of MAAPL's goal for this system is to open it to the public allowing searches of state-wide foreclosure data as well as assisting victims of predatory lending and foreclosure with their case intake form.

Information

- Integration of MAAPL's case intake form
  - This may require implementing or finishing MAAPL's case intake form. This would involve creating relations in the database to associate the case entry form to other data in the database.
- Creating public website and connecting to database
  - This requires cyber-security improvements, because the system as it stands is not ready to be public-facing.

- Connect the files to the database application This requires the file system holding the document images to be implemented.
  - Each document in the database has a field called “FileName” that can be used to store the location of the file in MAAPL’s storage system. Two functions could be added to the user interface to connect the file system:
    1. Create the ability to view the pdf from the user interface search results. This could be by clicking on the “FileName” field or having a “view file” button that opens the pdf.
    2. Create the ability that when the “download” button is pressed, the user can also download a .zip file containing all the documents that are in the .csv file.

Project Area: Usability Improvements to User Interface

We initially intended to run user trials on our system. However, the scope of the project became too large. As a result, we had to try to construct an interface that would allow input and searches, but we were unable to obtain any constructive feedback.

Recommended Skills: experience with HTML, CSS, JavaScript, Python, and the Django Framework.

User Study to Revise User Interface

Motivation

The system needs to be as easy as possible for several key stakeholders: MAAPL volunteers, who are uploading the data either manually or in bulk; legal analysts, who will be searching for data and extracting it; and (eventually) victims of predatory lending looking to obtain resources to fight foreclosure.

Information

1. Conduct user studies on the existing interface
   - We recommend getting MAAPL volunteers from a variety of backgrounds, such as some potential legal analysts and volunteers who might do data entry. We also recommend a combination of think-alouds and surveys. The think-alouds can provide in-depth information, but usually are run with about 5 volunteers. Surveys can be applied more broadly, but rarely give detailed feedback.
2. Note difficulties users have and feedback from user studies
3. Make quality of life improvements based on user feedback as well as our following suggestions:
   - Make the first tabulated table appear automatically
   - Find a different way to navigate the tabs instead of a scrolling bar, having two becomes confusing
   - Add a search bar for key words in the data search.

Project Area: Database Updates

The data system has a database that can store foreclosure data. Different shortcomings and missing information in the database have been identified, but we were unable to address this due to time restrictions.

Recommended Skills: We recommend experience in Structured Query Language (SQL). In particular, experience in MySQL is preferred, but it is likely that knowledge of other SQL languages will be transferable.

Address Missing Database Information

Motivation

The following is a list of all identified missing pieces of the database, whether that be documents, specific fields, or tables to relate different entities. In addition to adding the following pieces, the database could be optimized, and more constraints and triggers could be added, such as a trigger that updates other tables when an entry is deleted.

Information

- Missing Documents
  - Other types of Assignments may be of interest to add to the database, i.e. Assignment of Bid, Conditional Assignment of Leases and Rents (which is attached to the mortgage)
- Missing Fields
  - General fields that apply to multiple tables
    - Every time an authority document is referenced, the registry should also be recorded. We made the assumption that the authority document would be in the same registry as the document where it is referenced, but we discovered this is not true of all authority documents, adding authority document fields to lots of things. There may also be multiple authority documents referenced in a given document (see below).
    - Document ID
      1. This would make it easier to reference other documents in the future. This would also give every document an ID, which would standardize the documents.
  - Foreclosure Deed
    - Mortgagors
    - Original mortgagee
    - Current mortgagee
  - Affidavit of Sale
    - Buyer
    - Assignment data in advertisement
  - Power of Attorney
    - Authority document
  - Registry Affidavit
    - Mortgagee
    - Title of affiant
  - Tax Assessment
    - Address
  - Assignment of Mortgage
    - Signer organization/employer

- Missing Tables
  - Comment Table
    - MAAPL suggested every document should have a comments section, our idea to implement this is to store a comments table that stores the ID or book, page, document number, registry of the document along with comments. This way there's not a large field that is usually empty in every document.
  - Authority Document Table
    - Add the ability to have multiple authority documents

Project Area: Integrating the File System

Implement the file hierarchy designed on the permanent server and connect file references to the database. There are two main parts to this file system. First, all document images should be in the same format. We have chosen pdfs.

Recommended Skills: A general understanding of file systems in modern computers. This area of work would pair well with "Technical Front-End Improvements". We recommend this area is completed tangentially with another project area.

Create the file system

- Convert all document images to pdfs
  - Many documents received from the registries of deeds were in the ".tiff" file format. Many files were also named in such a way that they couldn't be opened by many computers (for example 0078.001.tiff was read as a ".001" file format by Windows computers, which is not an image format). We created a script to get rid of the periods from file names, and compile all images of a document into a single pdf when possible.
- Implement the file structure as intended
  - We created a draft of the file structure for MAAPL's use. This structure should be implemented on MAAPL's server so that the documents are standardized and in the same place.

Project Area: Security and Account Management

There will need to be a more dedicated effort into ensuring the front end is secure. This involves making sure that user account generation is restricted to users that have approval from MAAPI, user accounts have different permission levels that are strongly enforced, and generally improving the system's security so that the application can be public facing. This is a prerequisite before the front-end can be made public and linked to other features such as a case intake form.

Recommended Skills: Previous experience in computer networks, cyber-security, server systems, Python and the Django Framework are highly recommended for this project.

Some different ways we believe accounts can be restricted

- Secure the account system
  - Some different ways we believe accounts can be restricted:
    1. Two-factor authentication
    2. Restrict to valid MAAPL emails
       - This means only allowing people to create accounts with emails through MAAPL's email system. Additionally, people should have to confirm their account through an email to that email address.
    3. Restrict the ability to add new accounts to system admins
- Restrict certain actions to certain types of accounts
  - Different ideas for restrictions
    - Public accounts are allowed to search and download, but not edit the database in any way
    - Restrict deletion to higher-level accounts
- Generally secure the system before making the system public

Project Area: Bug Fixes and Code Refactoring

Time should be taken by future developers to address any major bugs, inefficiencies, or deficiencies in the system. There need not be a dedicated effort for this, but future developers should be cognizant of addressing major issues and refactoring the system to improve performance and readability.

Recommended Skills: General computer science experience, especially in Python or other object-oriented languages, the Django Framework, and to a lesser extent HTML, CSS, and JavaScript are recommended.

Areas for Work

- Refactor the code
  - There is a lot of repetition between different classes and objects. Applying object-oriented techniques of abstraction and inheritance would reduce repetition. This is a good idea because making a change in repeated code has to be repeated in every place the code repeats.
- Refactor queries to make code more readable and more efficient
- Identify, document, and attempt to fix any bugs encountered during development

Project Area: Data Cleaning

Create a process to filter out extraneous data and standardize the format of the indexed data received from the registries of deeds. Many registries gave extraneous data, such as death certificates, that our database does not hold. Cleaning the data provided by the registries can make data entry simpler.

Recommended Skills: Experience with a scripting language such as Python.

Suggested filtering and cleaning

- Delete or otherwise filter out unneeded document types
  - Many registries have slightly different ways of labeling the documents. Additionally, there may be typos in the document labels, so be sure to account for those
- Locate and delete apostrophes or other problematic symbols if needed
- Delete or otherwise filter out documents that do not have enough identifying information
  - Some foreclosure documents do not have enough data to put into the database. For example, some foreclosure deeds don't have an address listed.
- Delete or otherwise filter out repeated entries
  - Usually due to typos, sometimes a registry will have multiple entries for the same document. For example, there were two entries for a foreclosure deed, one had the full address and one was missing the street number. Another example is sometimes there are typos for different parties involved. One mortgage had two entries because each entry had a slightly different spelling of the mortgagor's last name.

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Project Area: Data Entry

Create more scripts to bulk enter data from the registries of deeds into the database. We created scripts to convert the indexed data from the Worcester Registry of Deeds into SQL insert statements. There is one script for each type of document in the database. These scripts can be used as a basis to create scripts to enter data from registries.

Recommended Skills: Experience with a scripting language such as Python.

Areas for Work

Limits of Current Script

- Power of attorney has just the first grantor and grantee since the script exploded exponentially
- Assignments might label more than just assignment of mortgage, all go to assignment
- Complaints might label more than the complaints we care about, all are inserted into our complaint/order of notice table

Edit the scripts to pull data from a different format

- Must account for the different column names

Project Area: Legal Analysis

The overarching goal of creating the data management system is to enable legal analysis. To conduct legal analysis, first the needs of legal analysts should be identified. This effort also involves research into the legal process of prosecuting illegal foreclosure. The goal is to create an analysis pipeline of the data, whether that is through creating an application or analysis process.

Recommended Skills: Good research skills, communication skills, and documentation skills are highly recommended for this project.

Build an Application Based on Pipeline Established in Previous Avenue

Recommended Skills: Coding experience, especially in building applications

Predicted workflow of application

1. Takes exported csv from user interface as input
2. Runs analysis on the data
   - We expect designing this analysis will require input from legal analysts, along with research
3. Flag important statistics
4. Display information in graphics and tables
   - Some ideas of graphics to display:
     - Integrate with GIS to show the suspicious cases on a map, with different demographic information
     - Statistics deemed important to legal analysis

Develop an Analysis Pipeline for Legal Experts

- Evaluate legal needs from stakeholders
- Design a pipeline for analysis to be constructed
  - This could be instructions explaining how to run the analysis, an Excel function that receives data and does calculations, or any other format deemed appropriate
- Create a recommended future development guide for an application or refinement of the pipeline

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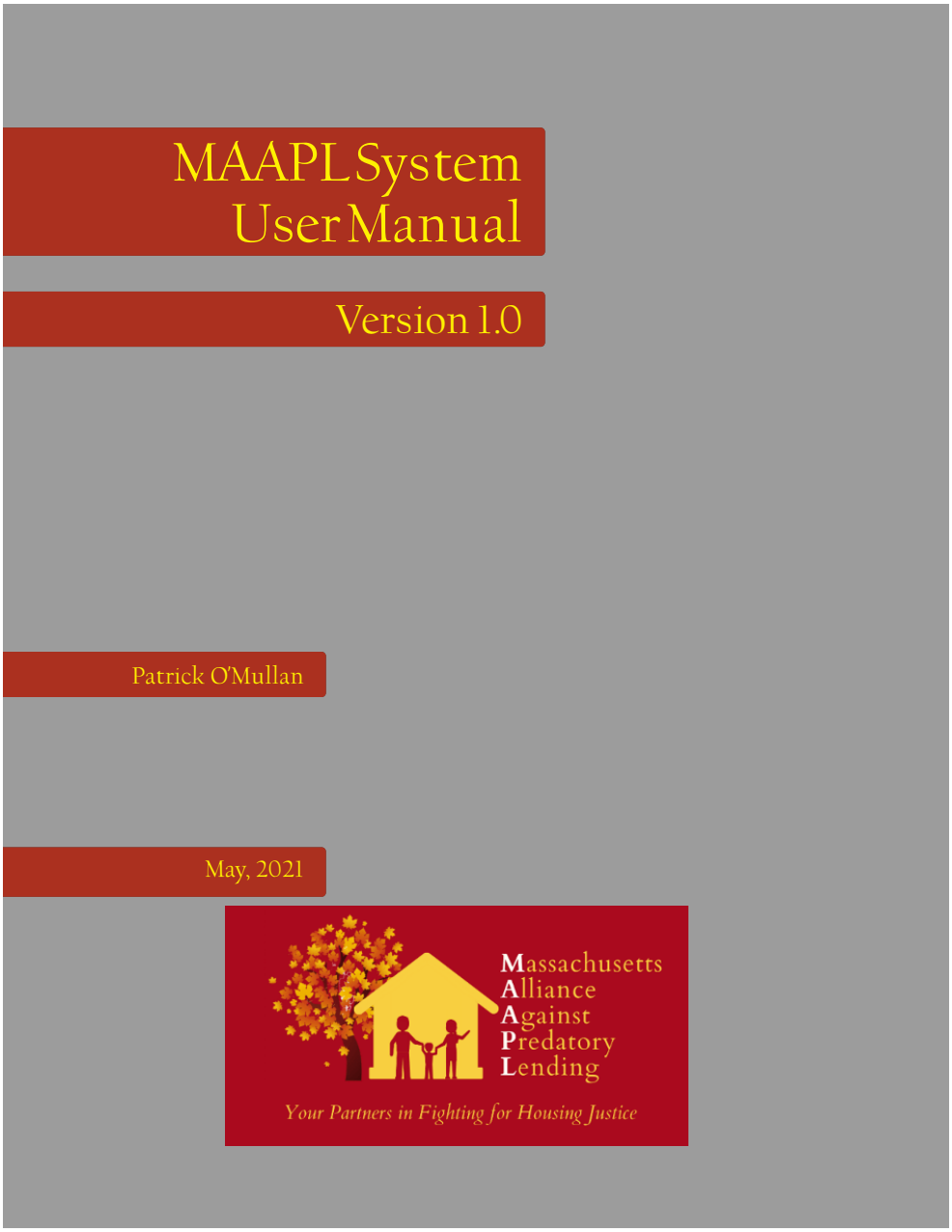
Appendix C: User Guide



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Purpose and Scope of this Guide

This guide is designed to introduce the novel MAAPL data system at a level that can be easily understood by a user of any technical background. Since this guide will not go into heavy technical detail, it will almost entirely focus on the user interface and it's features. Volunteers should reference this guide when they encounter any confusion while trying to make use of the system.

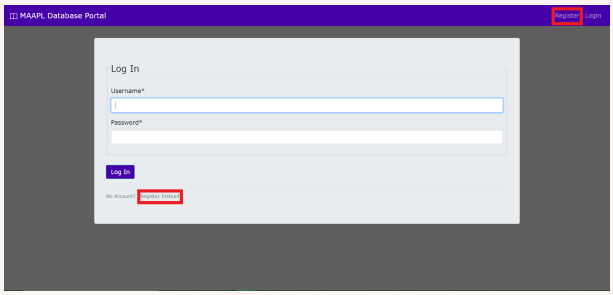
1 Users

1.1 Accounts & Registration

The MAAPL database portal requires a user to have an account in order to query data from and input data to the database. When first accessing the portal, users will be prompted to log-in. New users should click register to create their accounts. All accounts are linked to a profile where a user can customize and update their information [1]. We will discuss the profile page in more detail later. Below are instructions for creating an account with the MAAPL database portal.

Registering for a MAAPL Account

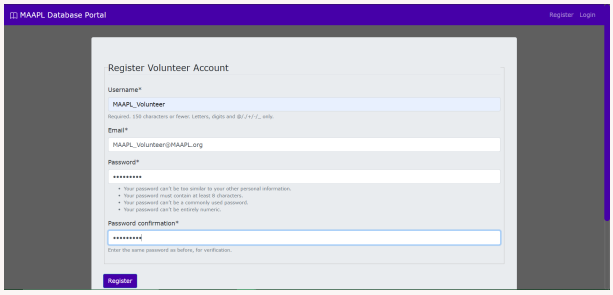
Step 1: Navigate to the MAAPL database portal. You should be prompted to log in immediately. You should select one of the two options prompting you to register pictured below.



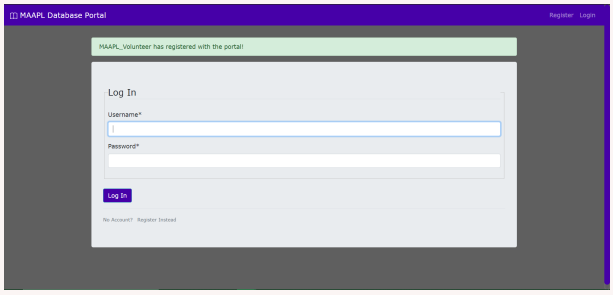
[1] This was included for the purpose of potentially creating a forum for MAAPL volunteers and staff to update one another on information.

Step 2: Once you have navigated to the registration page, you will be prompted to enter a username, an email, a password, and to confirm that password. All fields are required for creating an account. An example of the register page is depicted below.

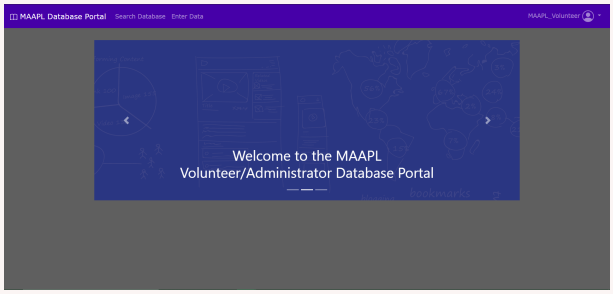
If your information is invalid, the form will indicate to you what information is incorrect so you do not have to guess.



Step 3: Upon successful registration, you will be redirected to the log-in page with a notification that you have successfully registered. At this point you can log-in with your new account information.



Step 4: Once logged in you should be redirected to the landing page [a] From this point you are registered with the portal and have the ability to log-in/log-out, alter your profile and account settings, search the database, and enter new data.



[a]Which as of this moment is largely empty and can be used for a message board feature or some other status update application.

1.2 Profile Page

This section will familiarize the user with the aspects of the user profile.

What is The User Profile?

The user profile is a feature attached to each user's account that provides them a page where they can customize several fields.

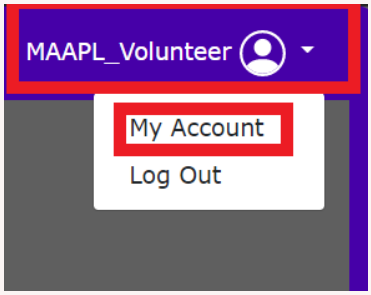
- Profile Picture
- Username
- Email

As of this time there is no option for a user to alter their password. The MAAPL IT will need to establish a password recovery system email. It is unclear if this feature will be complete by the time a user reads this manual.

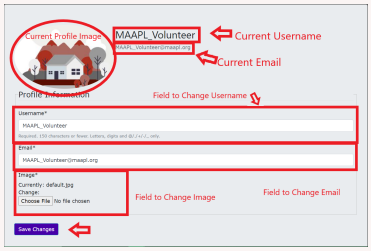
User Profile Form

Accessing the Profile Page

Step 1: Observe the top right corner of the website on the navigation bar that displays your username. Click on this and a dropdown menu will appear. Select the "My Account" option.



Step 2: From here you will arrive at your personal profile page. Refer to the diagram below in order to understand the layout and fields.



2 Searches

2.1 The Search Form

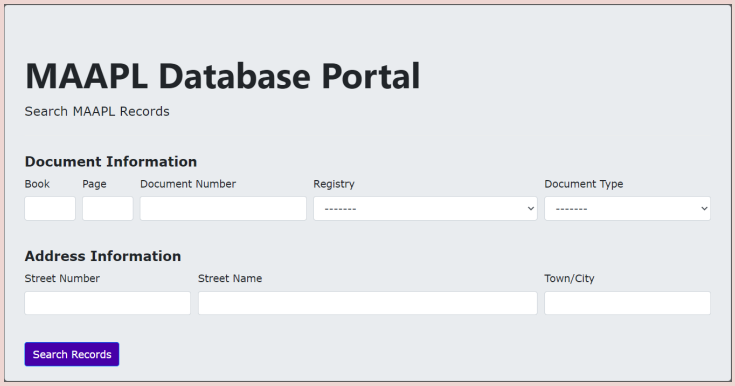
This section will familiarize the user with the search function. The search form enables users of the MAAPL portal to search and filter specific information located inside the database.

What Can I Search?

Users can search the following documents currently available in the database.

- Foreclosure Deed
- Affidavit of Sale and Advertisement
- Certificate of Entry and Possession Notice
- Power of Attorney
- Mortgage and Mortgage Riders
- Assignment of Mortgage
- Affidavit
- Petition, Order of Notice, Complaint
- Pooled Mortgage
- Tax Assessment Records

Search Form



Finding and Using the Search Form

Step 1: Look at the navigation bar, Next to the "MAAPL Database Portal" title, there is an option to search the database, select that option.

Step 2: Once you have navigated to the search page, you should see the search form pictured above in the "Search Form" figure. Below you will see a list of all fields followed by an explanation.

- Book Number (TEXT FIELD): The book number of interest.
- Page Number (TEXT FIELD): The page number of interest.
- Document Number (TEXT FIELD): The number of the document of interest.
- Registry (DROP-DOWN MENU): The registry the data came from.
- Document Type (DROP-DOWN MENU): The type of foreclosure-related document.

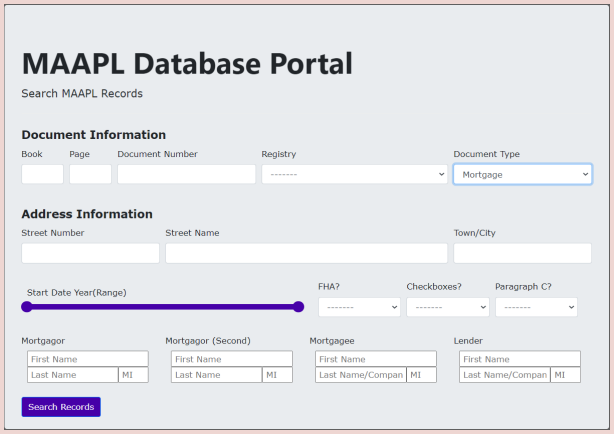
- Street Number (TEXT FIELD): The street number for a foreclosed building.
- Street Name (TEXT FIELD): The street name for locations of foreclosures.
- Town/City (TEXT FIELD): The town or city the user wants to search documents in.

If any of these terms are unclear to you, please refer to the annotated documents for clarification.

2.1.1 Extra Fields involved with Mortgage

The system also has specialized fields that appear when searching for a mortgage specifically. In order to access these fields, a user needs to select the Mortgage document from the "Document Type" dropdown. After this is selected, a new set of fields will appear.

Mortgage Search Form



The additional fields included in the expanded search form for mortgages are:

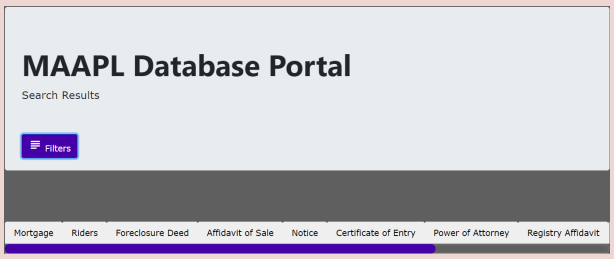
- Mortgage Start Year (RANGE SLIDER): Starting year of the mortgage.
- FHA? (DROP-DOWN Y/N): Has federal housing assistance loan.
- Checkboxes? (DROP-DOWN Y/N): If there are checkboxes checked off on the mortgage (usually indicating riders).
- Paragraph C? (DROP-DOWN Y/N): Indicates if MERS is the Mortgagee.
- Mortgagor (3-TEXT FIELD): Name (First, M.I., Last) of the mortgagor.
- Mortgagor (Second) (3-TEXT FIELD): Name (First, M.I., Last) of the second mortgagor.
- Mortgagee (3-TEXT FIELD): Name (First, M.I., Last/Company Name) of the mortgagee. Sometimes an individual is the mortgagee and other times it is an institution or company, in the second case, only provide the company name in the last-name field (leaving the first and middle initial fields blank).
- Lender (3-TEXT FIELD): Name (First, M.I., Last/Company Name) of the mortgagee. Sometimes an individual is the lender and other times it is an institution or company, in the second case, only provide the company name in the last-name field (leaving the first and middle initial fields blank).

If any of these terms are unclear to you, please refer to the annotated documents for clarification.

2.2 The Results Page

This section will familiarize the user with the results page. The results page is displayed immediately after a search. It contains a list of tabulated results separated by document type. Users can select the filter button to further refine their search. Each table also has an export to csv option for extracting data from the database.

Results Page

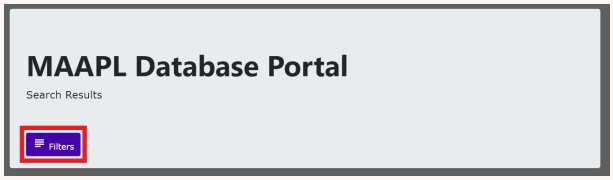


2.2.1 Filtering Searches

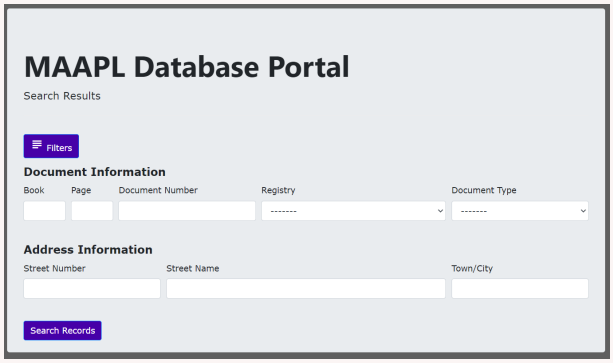
Searches can be filtered by selecting the "Filter" button located on the results page. Once selected the search filters will appear with your previous search filters, allowing you to modify your search further.

Filtering a Search

Step 1: Select the "Filter" button pictured below.



Step 2: Notice the menu drop down, select fields as you normally would in a regular search and click search.

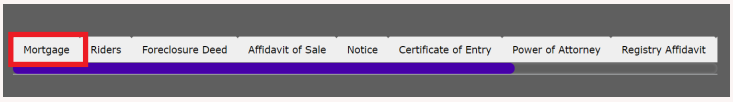


2.2.2 Exporting Data to CSV File Format

Once a user has narrowed down their results to their liking, they are able to export their results into a comma separated value (CSV) document[1] for further analysis. As of this version of the interface, results can only be downloaded by document type. So a download must be initiated for each document of interest.

Exporting Data to a CSV

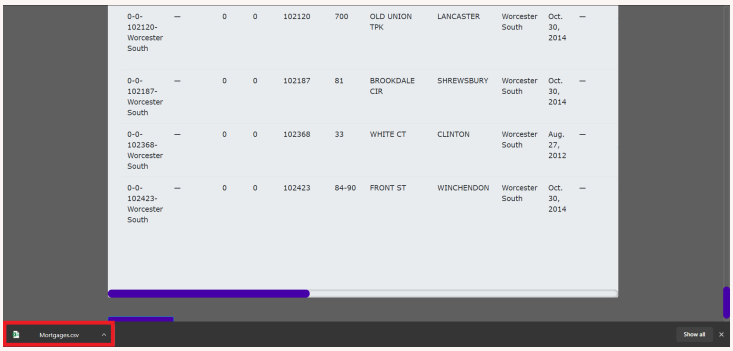
Step 1: From the results page, select a document tab of interest.



Step 2: Once a tab is selected and the results for that document type appear, scroll down to the bottom of the page until you encounter the download button, seen below.

[1] This is a commonly used document in data analysis as there are many tools build for it.

Step 3: Once you find the button and select it, a new tab will be opened to generate a download request, once the request is completed the tab will close and the download will begin. The example below uses the Chrome web browser. You should see a similar result for all modern browsers such as Safari, Firefox, Microsoft Edge, and Chrome.



Step 4: You should be able to repeat this for any document type you are interested in by simply selecting another tab (Step 1) and repeating the process.

3 Data Entry

3.1 The Data Entry Form

As it stands, the only ways to enter data into the database for volunteers is manually by looking at documents and typing in the relevant information[1].

What Can I Enter to the Database?

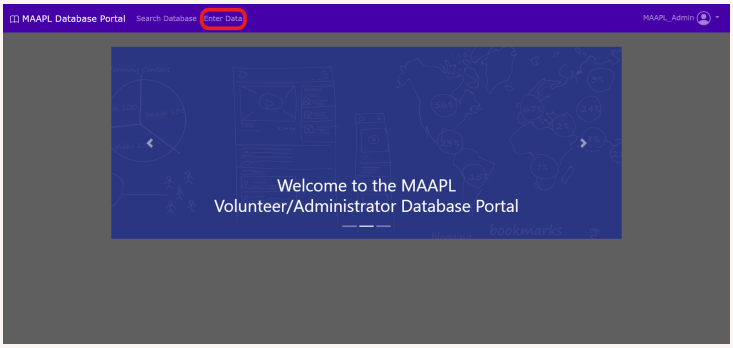
Users can enter manually any of the following documents into the database.

- Foreclosure Deed
- Affidavit of Sale and Advertisement
- Certificate of Entry and Possession Notice
- Power of Attorney
- Mortgage (with corresponding Riders)
- Assignment of Mortgage
- Affidavit
- Petition, Order of Notice, Complaint
- Pooled Mortgage
- Tax Assessment Records

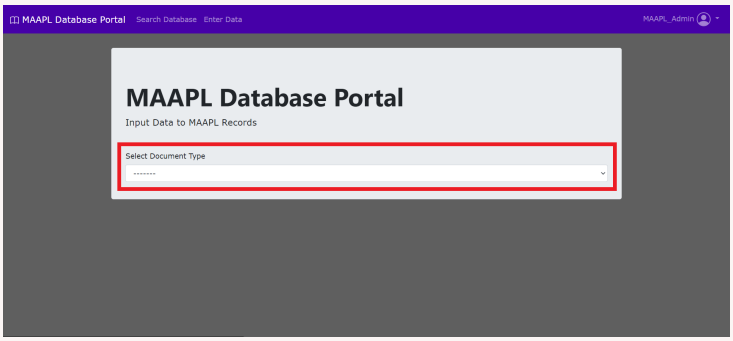
[1] Currently there is limited capacity to bulk upload entries to the database using scripts, however this has not yet been developed enough to implement in the front end for users.

Finding and Using the Enter Data Form

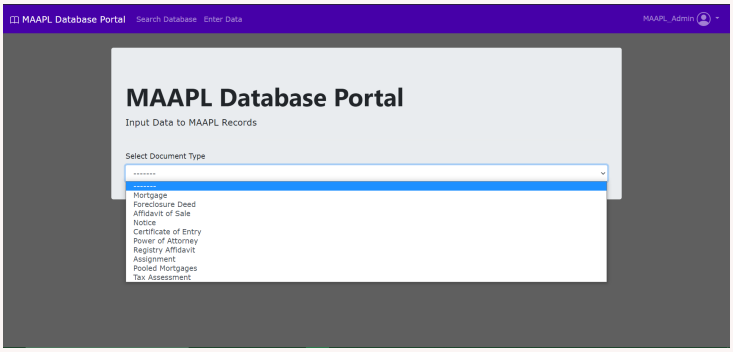
Step 1: From the Home page (or any page) select "Enter Data" on the navigation bar.



Step 2: Here you should arrive at the data entry page, which should by default look as pictured below. Observe the, initially blank, dropdown menu.

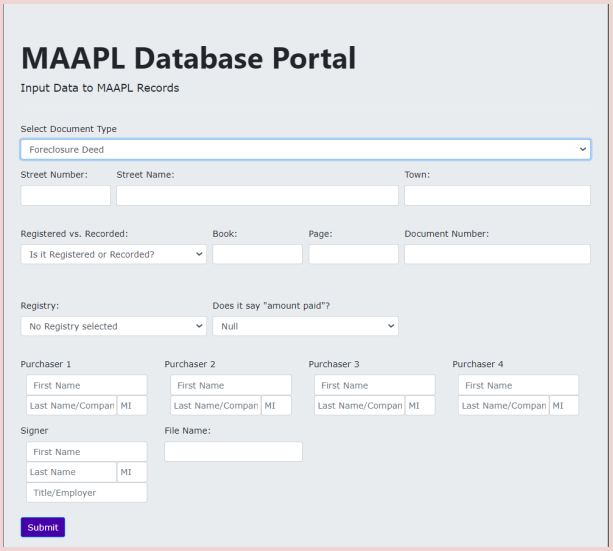


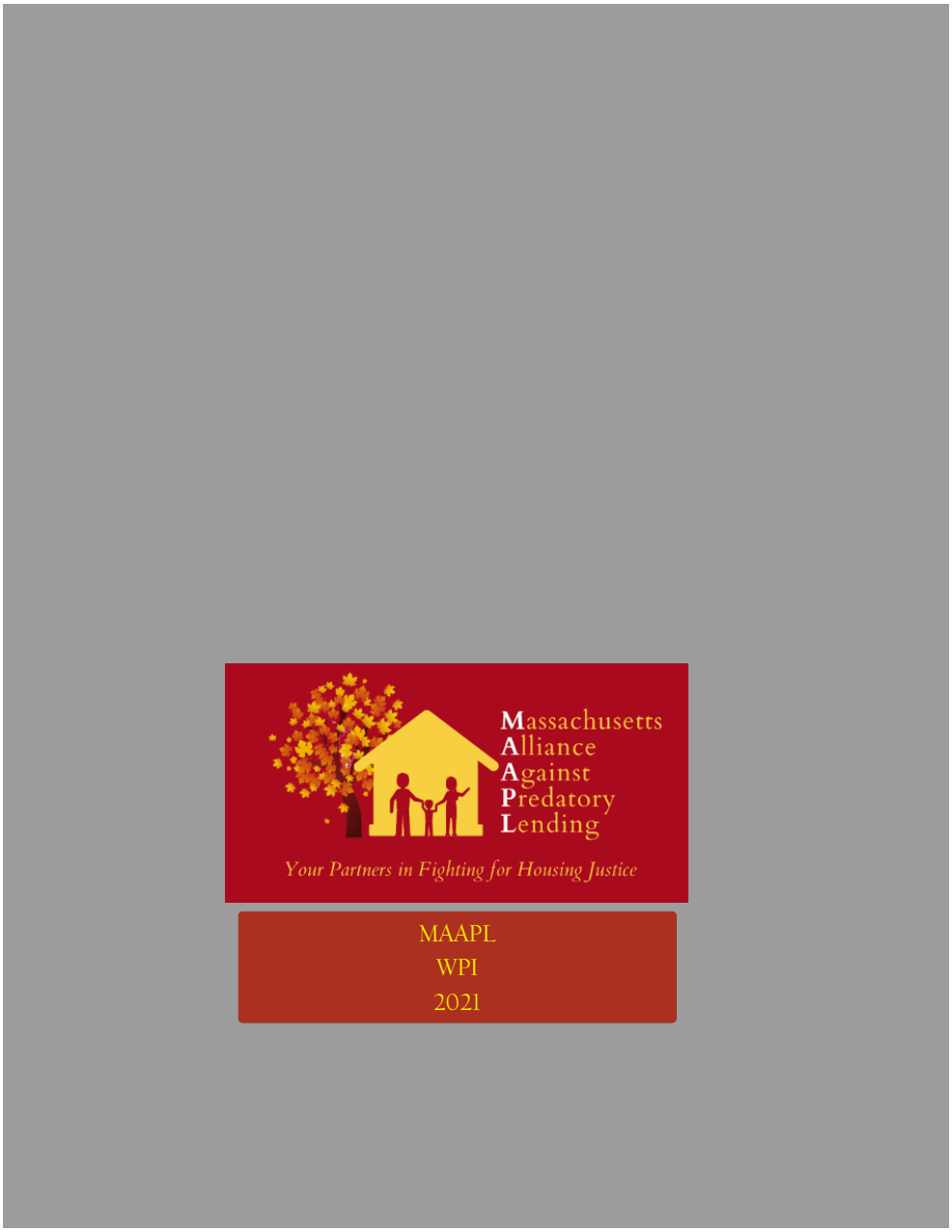
Step 3: Select the dropdown menu, a list of document types for entry should appear. Select one and a form with various fields should pop up. You may select the document of interest for data entry.



Refer to the annotated documents to understand the various fields and where to find them in the pdf files.

An Example: Foreclosure Entry Form




Massachusetts
Alliance
Against
Predatory
Lending
Your Partners in Fighting for Housing Justice
MAAPL
WPI
2021

Appendix D: Database Explanation

Database Explanation

Overview

This document explains the structure of the database created for a 2021 research project at WPI in coordination with MAAPL. The database was created using MySQL. The code is an appendix in the same report as this document. The code that generates the insert statements to the database is also an appendix in that report. In this document, we will first discuss our assumptions, then we will describe the structure in relation to the documents that contain the relevant information.

The database was designed to have the mortgage deed table be the central table to relate documents. We assume that each foreclosure is related to one mortgage, and that each mortgage has one foreclosure associated with it. We make this assumption because we assume that a foreclosure ends in three ways: the homeowner renegotiates the mortgage, the homeowner catches up on payments, or the foreclosure process ends with the house being sold. If the homeowner renegotiates the mortgage, a new mortgage document will be entered into the registry of deeds. If a homeowner catches up on payments, it should mean there are not duplicate documents from the same time period. If a foreclosure process ends with the house being sold, then there is a new mortgage associated with the property. We cannot assume that the address is enough to distinguish mortgages since there are cases in which there are more than one foreclosure at a property in the timeframe our database covers.

We chose to store names as one string because according to the indexing standards of Massachusetts, registries are to store the names of parties as last name or company, first name, and middle initial. Many registries index this data as one field. We decided our database would store the names as one field. Some registries store first name, middle initial, and last name, but other registries store them in the format “last name, first name middle initial”. Since it is simpler to format the separate names into one field, we decided to store our names as one field.

Figure 1 shows the simplified entity-relationship diagram (ERD). We created a simplified ERD and this document because the database structure is too complex to show in an ERD as the previous research team created (McCarthy et. al, 2020). The arrows represent foreign key references. The tables that are referenced by other tables have IDs, all calculated as follows: “book-page-document number-registry”. This was the simplest way to store the foreign key references in other tables. The arrow points from the table referencing the foreign key to the table containing the field referenced.

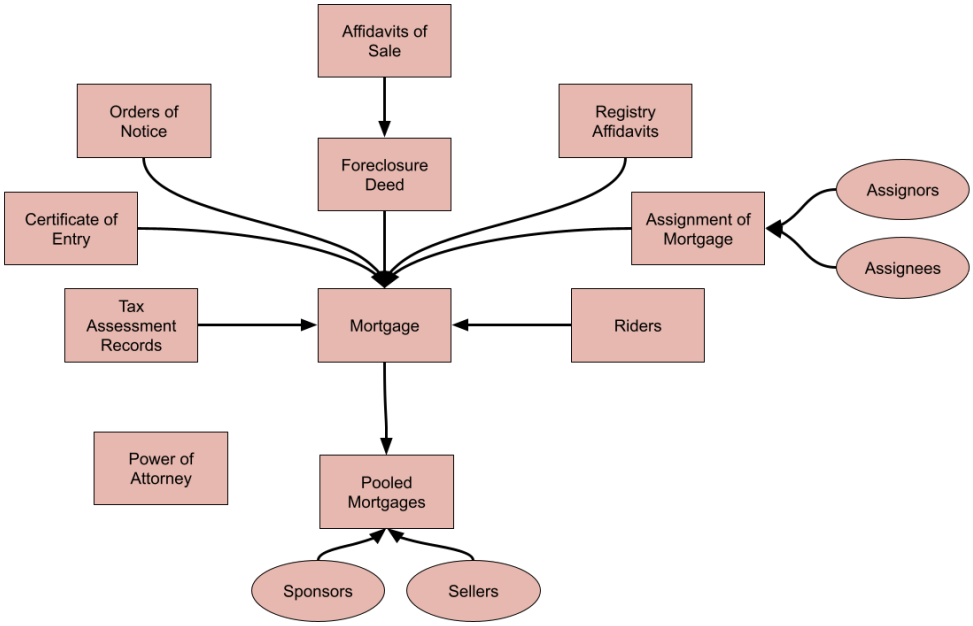


Figure 1: Simplified Entity-Relationship Diagram

As shown in the diagram, most tables are not referenced by other tables. That means that section of the database can be changed without affecting the rest of the database. For example, the Notice table only references the Mortgage table and nothing references the Notice table. That means it can be easily changed without changing the rest of the database. We decided on this structure not only because foreclosures can be identified by mortgages, but also so that pieces of the database that we did not fill could be updated by future groups.

We decided to keep track of the registries and not just the towns because it would be useful to sort by registry to see if there are any patterns in the data received by registry. Not every registry indexes all the same data. For example, Dukes provided images of all files. They indexed the file names of the images along with the rest of the data provided. However, Middlesex North did not provide images of the data, so the file names for Middlesex North are blank.

The affidavit of sale is usually in the same pdf as the foreclosure deed. We decided to separate them into two different tables because they are two different forms included in the same packet. Additionally, the affidavits of sale had the most data points out of any of the tables

in the database. The advertisements of the auction are included in the affidavit of sale because the advertisements did not contain enough relevant information to warrant a separate table.

There are also tables for assignors, assignees, sellers, and sponsors as shown in Figure 1. These tables exist because there is a variable number of assignors and assignees in each assignment, and a variable number of sellers and sponsors in each pooled mortgages document. Since these relationships can be classified as a many-to-one relationship, these relationships have tables that contain the name of the assignor, assignee, seller, or sponsor, and the primary key of the associated table.

Feedback from our sponsors has revealed shortcomings of the database. For example, authority documents. Some documents have two authority documents, but the database only has space for one authority document per affidavit or assignment of mortgage document. Additionally, we made the assumption that the authority document would be in the same registry as the document referencing it. We have since found examples of documents where the authority document is recorded in a different registry. A field for the registry of the authority document should be added in the future to account for this.

Another improvement to the database our sponsors expressed interest in was adding a comments field to every table. We believe it makes more sense to have a “comments” table that stores the ID of a document and the comments associated with the document. This way, there is not a large character field on every table that is largely kept blank.

Legend

Mortgage ID	Any fields highlighted in this color refer to the ID of a mortgage, both in the mortgage table and as a reference to a mortgage from a different table
Pool ID	Any fields highlighted in this color refer to the ID of a pooled mortgages document, both in the pooled mortgage table and as a reference to a pooled mortgage from a different table (sellers to pool and sponsors to pool)
Assignment ID	Any fields highlighted in this color refer to the ID of an assignment, both in the assignment table and as a reference to an assignment from a different table (assignee to assign and assignor to assign)
Foreclosure Deed ID	Any fields highlighted in this color refer to the ID of a foreclosure deed, both in the foreclosure deed table and as a reference to a foreclosure from the affidavit of sale table

Mortgage

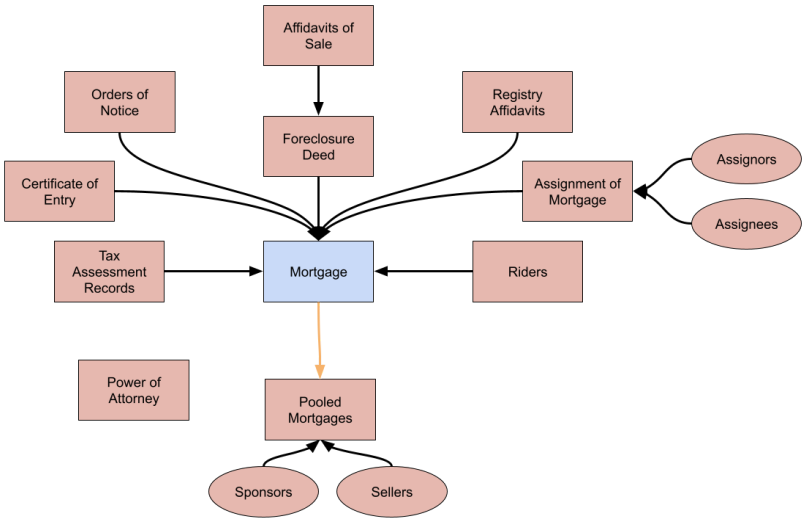


Figure 2: Simplified ERD highlighting Mortgage

- Mortgage Table Fields
  - ID - character string
    - Primary key, calculated from book and page or document number, registry
    - Book and page or recorded, document number for registered
    - We calculate this so less repeated information stored in other tables
  - PoolID - character string
    - ID from pooled mortgages
  - Book - integer
    - Book number from the registry
  - Page - integer
    - Page number from the registry
  - DocNum - integer
    - Document number from the registry
  - StreetNum - character string
    - (in case it's unit x or 12b or something along those lines)
  - StreetName - character string
    - "Main St Apt 20" part of the address
  - Town - character string
    - Town part of the address
  - Registry - character string
    - Registry the document is from

- StartDate - date
  - Start date of the mortgage
  - Date signed
- MatureDate - date
  - Date the mortgage must be paid back by
- Borrower1 - character string
  - Format: last first middle
  - This is the format that the registries store the data
- Borrower2 - character string
  - Format: last first middle
- Mortgagee - character string
  - Usually for MERS
  - Format: last first mi
- Lender - character string
  - The bank that is involved in the mortgage
  - Format: last first mi
- LenderDescription - character string
  - I.e. ""Lender" is a California **Corporation** organized and existing under the laws of **California**" -> important info is category (corporation) and state (california)
- Amount - decimal number
  - Amount the mortgage is for
- MIN - character string
  - Character string because there's dashes in it
  - MIN number associated with mortgage, MERS
- FHAbox - character flag
  - This is a y/n/NULL
  - "is there an FHA box under "mortgage" line?"
- OtherMortgage
  - ID of the other mortgage
  - second mortgage with the same origination date
  - This is a foriegn key reference to a different mortgage
- ParaC
  - This is a y/n/NULL
  - "is there a paragraph c?"
- Sus
  - This is a y/n/NULL
  - A flag for whether or not a mortgage is suspicious as laid out in a document Grace Ross provided
  - NULL means assessment/analysis has yet to be run
- Checkboxes
  - This is a y/n/NULL
  - "are any of the checkboxes on the second page checked off?" Checkboxes indicate different riders which may apply to the mortgage

- Comments
  - Handwritten notes on document
- Standard - character
  - This is a y/n/NULL
  - Y if 'Fannie Mae/Freddie Mac UNIFORM INSTRUMENT' on the bottom/in footnote
- FileName - character string
  - Name of the file(s) that contain the images of the document
- RegVRec - int
  - 0 for registered
  - 1 for recorded

Mortgage Riders

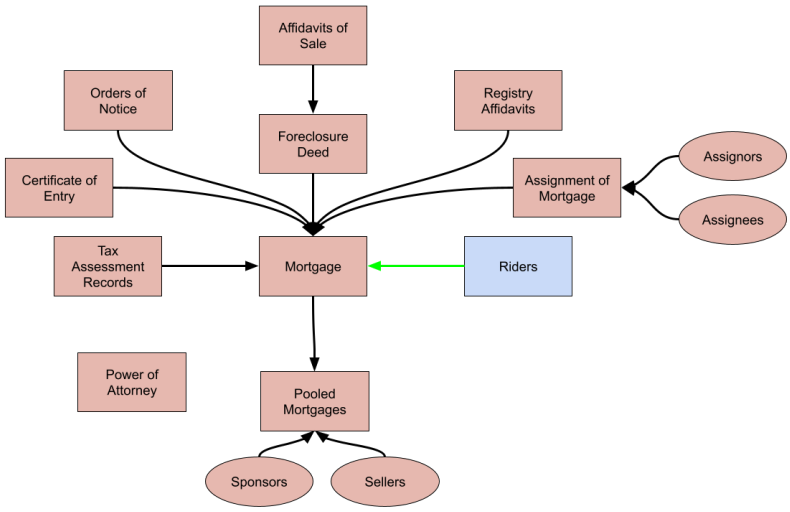


Figure 3: Simplified ERD highlighting Mortgage Riders

- Riders Table Fields
  - MortID - character string
    - Part of primary key
    - Primary key of the mortgage that the rider is associated with
  - Title - character string
    - Part of primary key
  - Amount - decimal amount
    - Amount of payment in case of balloon rider
    - Amount of pre-pay penalty in case of adjustable rider
  - ChangeFreq - decimal amount
    - In case of adjustable rate
    - Frequency of percent change
    - Unit: months
  - StartRate - decimal amount
    - In case of adjustable rate
    - Starting interest rate
    - Stored as 1.5 if percent is 1.5%
  - SecondRate - decimal amount
    - In case of adjustable rate
    - Max interest rate
    - Stored as 1.5 if percent is 1.5%

- InitChangeRate - decimal amount
  - In case of adjustable rate
  - Initial change rate
  - Stored as 1.5 if percent is 1.5%
- InitChangeDate - date
  - In case of adjustable rate
  - Date of the first change in rate
- InterestOnly - character
  - y/n/NULL
  - “Interest only option?”
- PickAPay - character
  - y/n/NULL
  - If yes for interest only, is there a pick-a-pay option?
- NegAmor - character
  - y/n/NULL
  - Negative Amortization?

Home Valuation Data

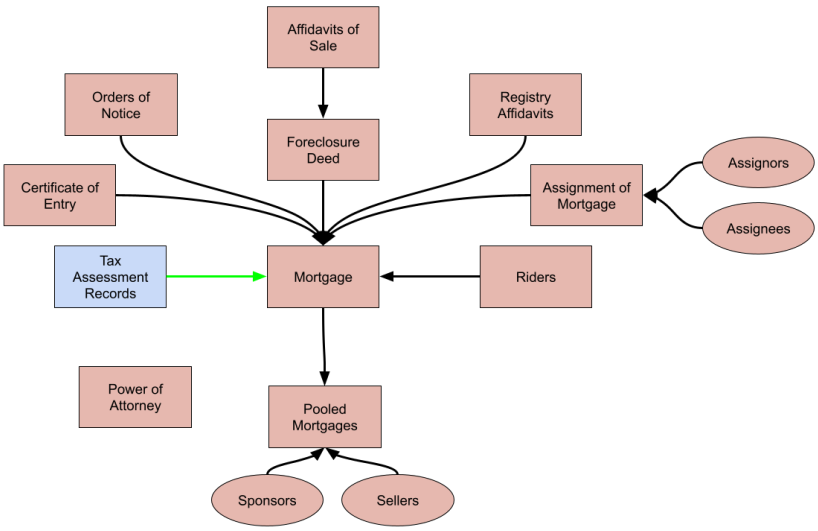


Figure 4: Simplified ERD highlighting Tax Assessment Records

- TaxAssessment Table Fields
  - MortID - character string
    - Primary key
    - ID of associated mortgage
  - Year1Prev - integer
    - 1 year pre mortgage date, ie. 2008
  - Year1PrevVal - decimal amount
    - Value of house one year prior
  - Year2Prev - integer
    - 2 years prior to mortgage
  - Year2PrevVal - decimal amount
    - Value of the house one year prior
  - Year3Prev - integer
    - 3 years prior to the mortgage
  - Year3PrevVal - decimal amount
    - Value of the house 3 years prior

Power Of Attorney

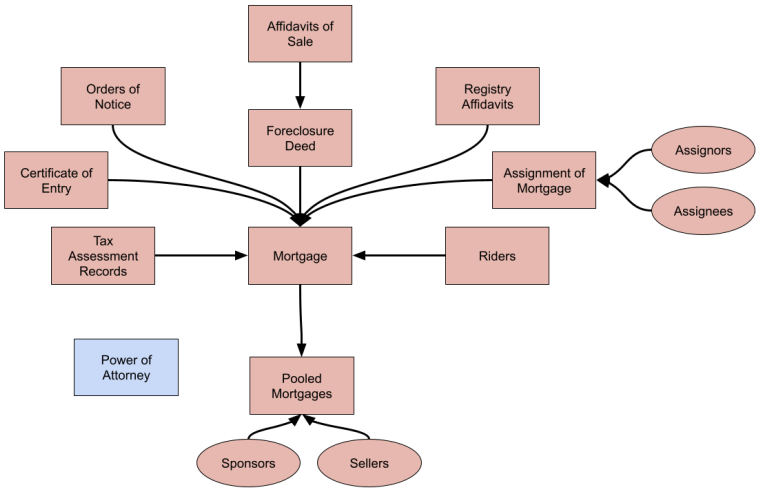


Figure 5: Simplified ERD highlighting Power of Attorney

- PowerOfAttorney
  - DateOfSig - date
    - Part of primary key
  - GrantorOfPoA - character string
    - Part of primary key
    - Format: last first middle if person, otherwise company name
    - First grantor listed
  - GrantorTitle - character string
    - Title of the grantor
  - IndivWPoA - character string
    - “Individual with Power of Attorney”
    - Part of primary key
    - Format: last first middle if person, otherwise company name
    - First grantee listed
  - NumGrantor - integer
    - Number of grantors on doc
  - NumGrantee - integer
    - Number of grantees on doc
  - LocaleOfSig - character string
    - Address it was signed in relation to
    - Should probably split into different pieces
  - FileName - character string
    - Name of the file(s) that contain the images of the document

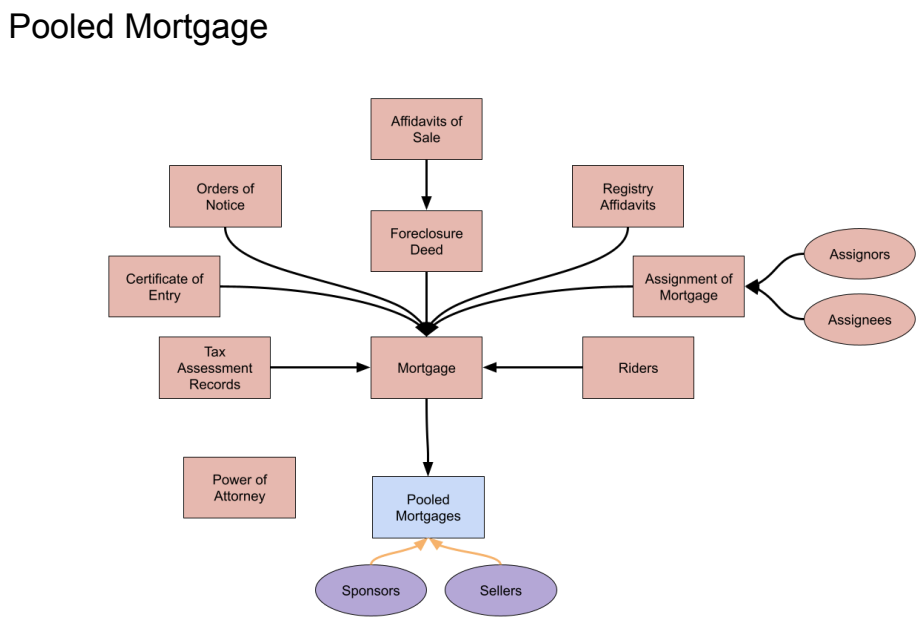


Figure 6: Simplified ERD highlighting Pooled Mortgages

- PooledMortgages
  - ID - character string
    - Unique generated ID
    - Primary key
  - StartDate - date
    - Start date of the document
  - CloseDate - date
    - Closing date of the document
  - GovState - character string
    - Governing law state
  - Trustee - character string
    - Name of the trustee
    - Format: last first mi
  - SubDate - date
    - Substitution date
    - When they set up a pool they are supposed to get the mortgages in between the cut off date and the closing date. However, they are allowed an amount of substitution mortgages that they can substitute for a mortgage that's in there. A lot will have a date (usually 24 months later) where after that date they can't make any more substitutions

    - MasterServicer - character string
        - Name of the master servicer
        - Format: last first mi
    - Lender - character string
        - Name of lender
        - Format: last first mi
    - Depositor - character string
        - Name of depositor
        - Format: last first mi
    - DeposWarranty - character flag
        - This is a y/n/NULL
        - “depositor warranty?”
    - ReqNoteEndorse - character flag
        - This is a y/n/NULL
        - “required for note endorsement?”
    - DeposStateReg - character flag
        - This is a y/n/NULL
        - “must depositor be registered in the state of the mortgage?”
    - SusWording - character flag
        - This is a y/n/NULL
        - Mentions “predatory”, “subprime”, “high cost”, or “hoepa”?”

- SellersToPool
    - PoolID - character string
        - ID from pooled mortgages
        - Part of Primary Key
    - SellerName - character string
        - Format: last first middle
        - Part of Primary Key

- SponsorsToPool
    - PoolID - character string
        - ID from pooled mortgages
        - Part of Primary Key
    - SponsorName - character string
        - Format: last first middle
        - Part of Primary Key

Assignment of Mortgage

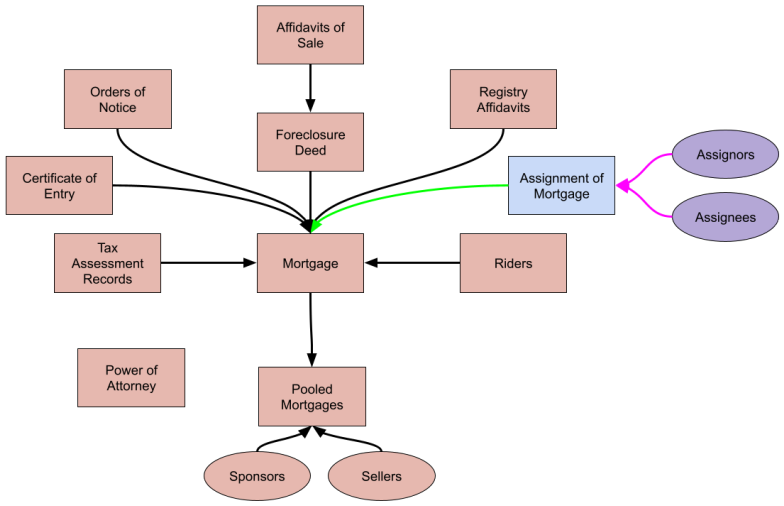


Figure 7: Simplified ERD highlighting Assignment

- Assignment of Mortgage
  - ID - character string
    - Primary key
    - Calculated from book, page, document number, registry
    - Format: book-page-docnum-registry
  - MortID - character string
    - ID of mortgage that the foreclosure involves
  - Book - integer
    - Book number from registry
  - Page - integer
    - Page number from registry
  - DocNum - integer
    - Document Number from registry
  - Registry - integer
    - Registry where this data is stored
  - SignerName - character string
    - Name of the person that signed the assignment
    - Format: last first mi
  - SignerTitle - character string
    - Title of the signer

- SignerAttInFact - character
  - This is a y/n/NULL
  - “is signer attorney in fact?”
- EntityNom - character string
  - MERS as “entity nominee for” _____
- Note - character
  - This is a y/n/NULL
  - Was it assigned with the note?
- ForValue - character
  - This is a y/n/NULL
  - “for value or for consideration?”
- Value - dec
  - The amount of the “for value” value
- MarkedConfirm - character
  - This is a y/n/NULL
  - “marked confirmatory?”
- Beneficiary - character string
  - Party named beneficiary of assignment
  - Format: last first mi
- NotaryName - character string
  - Name of the notary
  - Format: last first mi
- NotaryCounty - character string
  - County of notarization
- NotaryState - character string
  - State of notarization
- DateSigned - date
  - Date that the assignment was signed
- AssignMortgage- character
  - This is a y/n/NULL
  - “assigning the mortgage?
- BenInterest - character
  - This is a y/n/NULL
  - “all beneficial interest?”
- AuthBook - integer
  - Book number of the authority document
- AuthPage - integer
  - Page number of the authority document
- AuthDocNum - integer
  - Document Number of the authority document
- FileName - character string
  - Name of the file(s) that contain the images of the document

    - RegVRec - int
        - 0 for registered
        - 1 for recorded

- AssigneeToAssign
    - ID - character string
        - Assignment ID
        - Part of Primary Key
    - Assignee - character string
        - Name of assignee
        - Format: last first mi
        - Part of Primary Key

- AssignorToAssign
    - ID - character string
        - Assignment ID
        - Part of Primary Key
    - Assignor - character string
        - Name of assignor
        - Format: last first mi
        - Part of Primary Key

Registry Affidavits

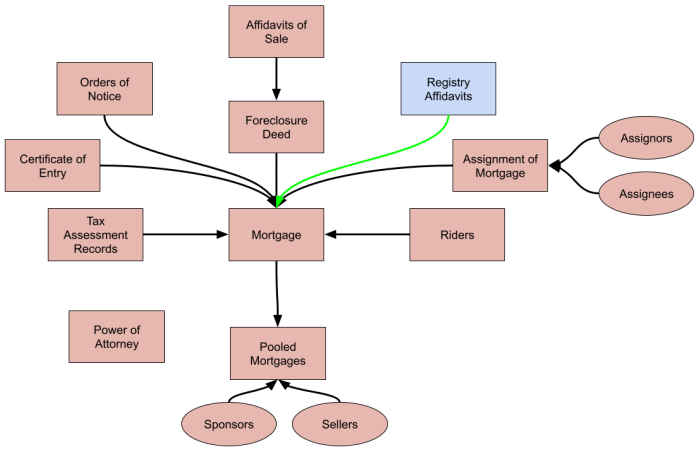


Figure 8: Simplified ERD highlighting Registry Affidavits

- RegAffidavit
  - MortID - character string
    - ID of mortgage that the foreclosure involves
  - Book - integer
    - Part of primary key
    - Book number from registry
  - Page - integer
    - Part of primary key
    - Page number from registry
  - DocNum - integer
    - Part of primary key
    - Document number from registry
  - Reg - character sting
    - Part of primary key
    - Registry
  - StreetNum - character string
    - Character string to account for cases like “12b”
  - StreetName - character string
    - “Main St Apt 2” portion of address
  - Town - character string
    - Town portion of address
  - NotaryName - character string
    - Format: last first mi
  - NotaryCounty - character string
    - County of notarization

- NotaryState - character string
  - State of notarization
- AffiantName - character string
  - Format: last first mi
- AffiantOrg - character string
  - Organization the affiant is apart of
  - Ie is this a bank representative? For what bank?
- AuthBook - integer
  - Book number of the authority document
- AuthPage - integer
  - Page number of the authority document
- AuthDocNum - integer
  - Document Number of the authority document
- Follow35B - character
  - This is a y/n/NULL
  - Is affiant swearing to compliance with Mass General Laws Chapter 244 Section 35B? -> Claims loan offered?
- Follow35C - character
  - This is a y/n/NULL
  - Is affiant swearing to compliance with Mass General Laws Chapter 244 Section 35C?" -> Mortgagee claims note?
- MortgageeNote - character
  - This is a y/n/NULL
  - "Is the affiant swearing that mortgagee holds the note?"
- OrigNote - character
  - This is a y/n/NULL
  - "is the affiant swearing to see the original note?"
- OrgServicer - character
  - This is a y/n/NULL
  - "is the affiant organization the servicer?"
- PersonalKnowledge - character string
  - Personal knowledge entered by anyone in MAAPL
- LawyerCert - character
  - y/n/NULL
  - Whether or not a lawyer certified this
- Type - character string
  - Type of registry affidavit
  - eaton/pinti/35B
- FileName - character string
  - Name of the file(s) that contain the images of the document
- RegVRec - int
  - 0 for registered
  - 1 for recorded

Foreclosure Deed

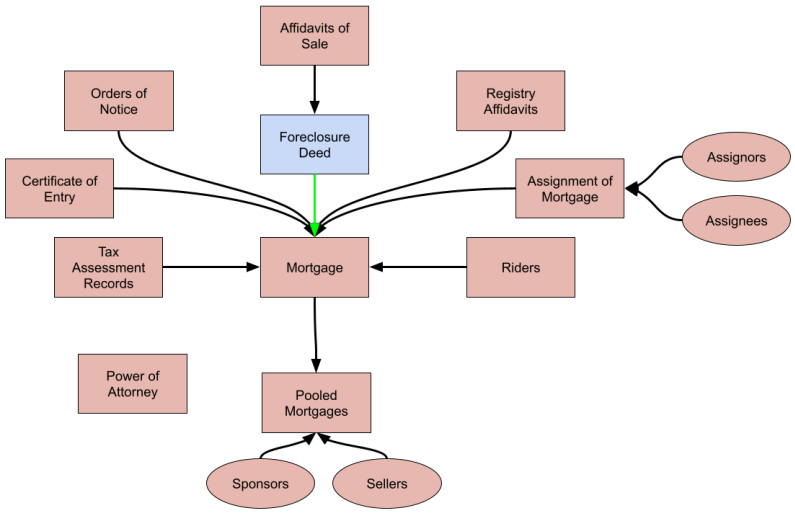


Figure 9: Simplified ERD highlighting Foreclosure Deed

- ForeclosureDeed
  - ID - character string
    - Primary key
    - calculated from book, page, document number, registry
  - MortID - character string
    - ID of associated mortgage
  - Book - integer
    - Book number from registry
  - Page - integer
    - Page number from registry
  - DocNum - integer
    - Document Number from registry
  - Registry - character string
    - Registry where this data is stored
  - StreetNum - character string
    - Character string to account for cases like “12b”
  - StreetName - character string
    - “Main St Apt 2” portion of address
  - Town - character string
    - Town portion of address

- Lender - character string
  - The current holder of the mortgage/seller associated with the foreclosure, typically the lender
- SignerName - character string
  - Format: last first mi
- SignerTitle - character string
  - Title of the signer, such as attorney or vice president
  - Also includes the organization of the signer
- Paid - character
  - This is y/n/NULL
  - Does it say “amount paid”?
- Purchaser1 - character string
  - Name of purchaser
  - Format: last first mi
- Purchaser2 - character string
  - Name of purchaser
  - Format: last first mi
- Purchaser3 - character string
  - Name of purchaser
  - Format: last first mi
- Purchaser4 - character string
  - Name of purchaser
  - Format: last first mi
- FileName - character string
  - Name of the file(s) that contain the images of the document
- RegVRec - int
  - 0 for registered
  - 1 for recorded

Affidavit of Sale

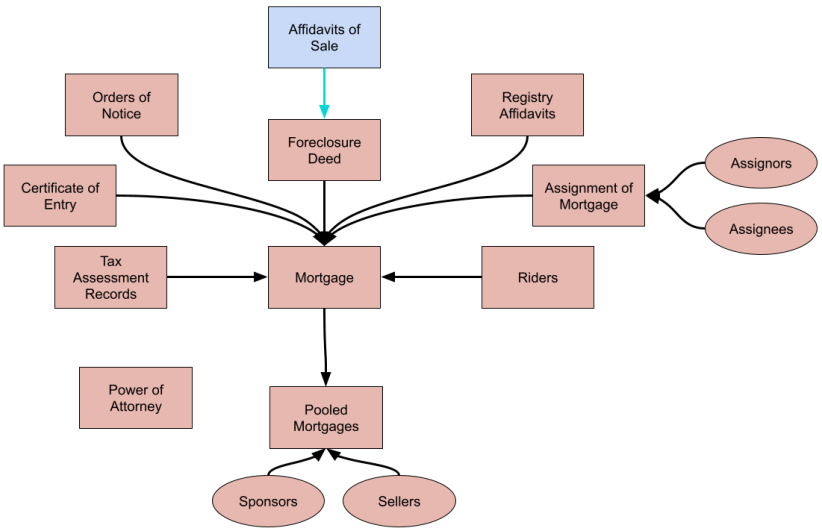


Figure 10: Simplified ERD highlighting Affidavits of Sale

- AffidavitOfSale
  - DeedID - character string
    - ID from foreclosure deed
    - Part of primary key
  - Book - integer
    - Book number from registry
    - Part of primary key
  - Page - integer
    - Page number from registry
    - Part of primary key
  - DocNum - integer
    - Document Number from registry
    - Part of primary key
  - Registry - character string
    - Registry where this data is stored
    - Part of primary key
  - StreetNum - character string
    - Character string to account for cases like “12b”
  - StreetName - character string
    - “Main St Apt 2” portion of address

- Town - character string
  - Town portion of address
- AuctioneerName - character string
  - Format: last first mi
  - Name of the auctioneer
- AuctioneerLicense - character string
  - License number of the auctioneer
- AuctionDate - date
  - Date of the auction
- AffiantName - character string
  - Format: last first mi
  - Name of affiant, person signing the document
- AffiantLawFirm - character string
  - Law firm of the affiant, person signing the document
- DateSigned - date
  - Date the affiant signed the document
- ForecloseLawFirm - character string
  - Law firm foreclosing the property
- Consideration - decimal number
  - Amount the property sold for
- MortgageeOnRec - character string
  - Mortgagee on record
  - Format: last first mi
- NotaryName - character string
  - Format: last first mi
  - Name of notary
- NotaryCounty - character string
  - County of notarization
- NotaryState - character string
  - Abbreviation (ie MA,NH)
- OriginalMortgagee - character string
  - Original mortgagee
  - Format: last first mi
- HighBid - character
  - This is a y/n/NULL
  - Whether or not the purchaser was the highest bidder
- Postponements - integer
  - Number of times the auction was postponed
- FirstAdDate - date
  - First advertisement date
- NewspaperName - character string
  - Name of the newspaper the advertisements were in
- NumMentions - integer
  - number of times “assigned” is mentioned in ad

- AuthBook - integer
  - Book number of the authority document
- AuthPage - integer
  - Page number of the authority document
- AuthDocNum - integer
  - Document Number of the authority document

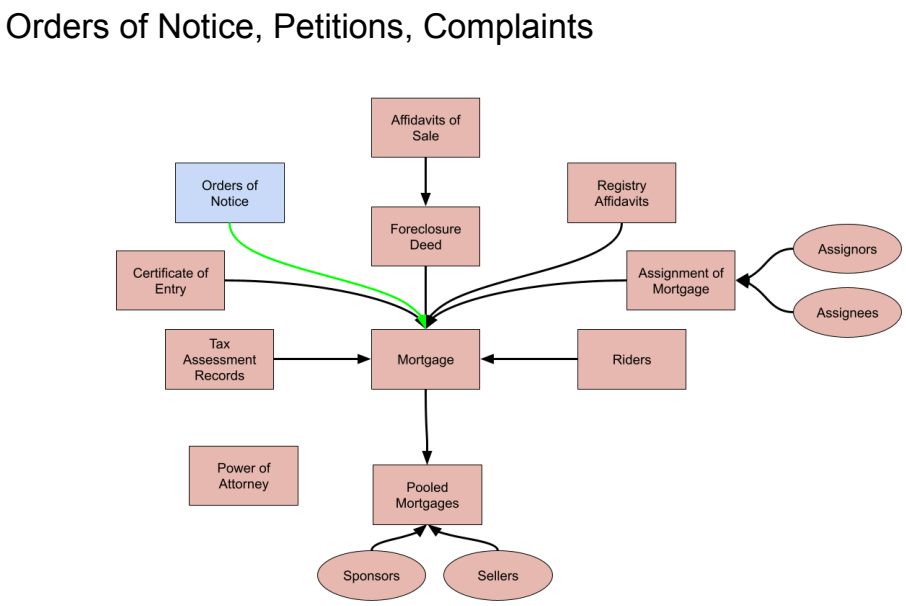


Figure 11: Simplified ERD highlighting Orders of Notice

- Notice
  - MortID - character string
    - ID from associated mortgage
  - Book - integer
    - Book number from the registry
    - Part of primary key
  - Page - integer
    - Page number from the registry
    - Part of primary key
  - DocNum - integer
    - Document number from the registry
    - Part of primary key
  - Registry - character string
    - Registry document is from
    - Part of primary key
  - StreetNum - character string
    - Character string to account for cases like “12b”
  - StreetName - character string
    - “Main St Apt 2” portion of address
  - Town - character string
    - Town portion of address

- DateEntered - date
  - Date entered into the registry
- CaseNum - character string
  - Number of the case in land court, i.e. “19 SM 001151” (may only be present on complaints)
- InterestInMort - character
  - This is a y/n/NULL
  - “does it say interest in the mortgage?”
- ClaimedMortgagee - character string
  - Mortgagee on the mortgage (person or company)
  - Format: last first mi
- FileName - character string
  - Name of the file(s) that contain the images of the document
- RegVRec - int
  - 0 for registered
  - 1 for recorded

Certificate of Entry

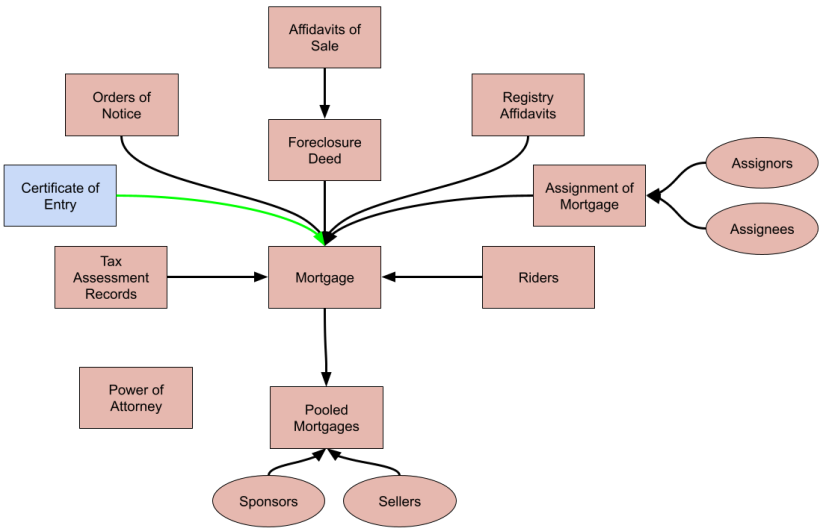


Figure 12: Simplified ERD highlighting Certificates of Entry

- CertOfEntry
  - MortID - character string
    - ID from associated mortgage
  - Book - integer
    - Book number from the registry
    - Part of primary key
  - Page - integer
    - Page number from the registry
    - Part of primary key
  - DocNum - integer
    - Document number from the registry
    - Part of primary key
  - Registry - character string
    - Registry document is from
    - Part of primary key
  - StreetNum - character string
    - Character string to account for cases like “12b”
  - StreetName - character string
    - “Main St Apt 2” portion of address
  - Town - character string
    - Town portion of address

- Notary1
  - Name of a notary
  - Format: last first mi
- Notary2
  - Name of a notary
  - Format: last first mi
- Witness1
  - Name of a witness
  - Format: last first mi
- Witness2
  - Name of a witness
  - Format: last first mi
- Lender
  - Bank foreclosing the property
- DateOfEntry
  - Date of entry of property
- DateRecorded
  - Date certificate is entered into the registry
- BankRep
  - Bank representative
  - Format: last first mi
- FileName - character string
  - Name of the file(s) that contain the images of the document
- RegVRec - int
  - 0 for registered
  - 1 for recorded

References

McCarthy, J., Riley, J., Dionne, N., Noel, S., & Campbell, T. (2020). Developing a data system to address foreclosures in Massachusetts. Worcester: Worcester Polytechnic Institute.

Appendix E: Annotated Documents

Massachusetts Alliance Against
Predatory Lending
2021

Annotated Foreclosure Documents

Updated as of May 2021

Author
Caitlin Kuzma

13 May, 2021

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Purpose

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

The documents are annotated with the following colors:

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

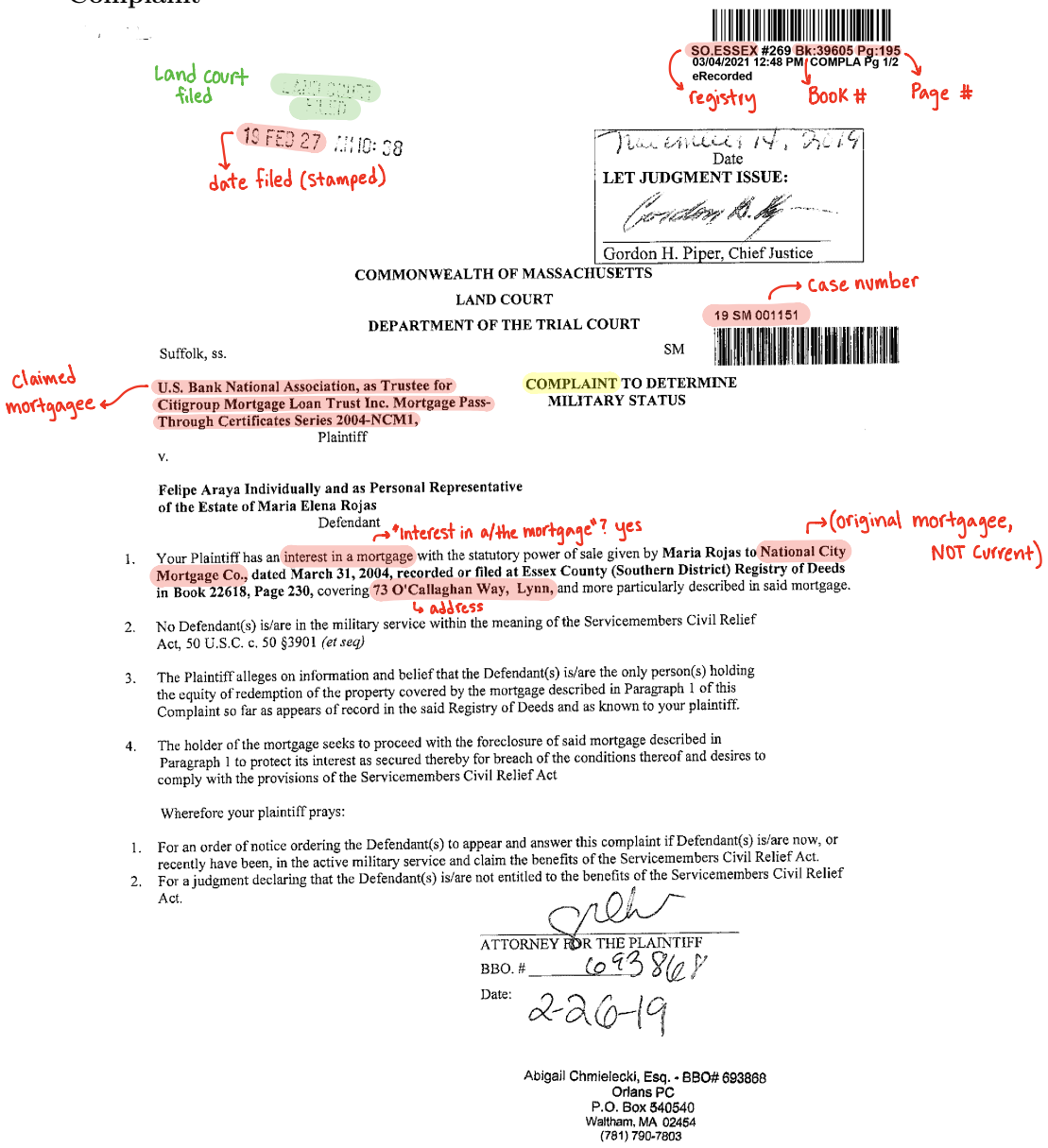
Disclaimer: These documents were not annotated by nor have been reviewed by an attorney. These documents do not contain legal advice, and are for informational purposes only.

Annotated Documents with Additional Notes

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

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

Complaint



Land court filed

19 FEB 27 AM 10:38

date filed (stamped)

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

registry Book # Page #

Date

LET JUDGMENT ISSUE:

Gordon H. Piper, Chief Justice

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

case number

19 SM 001151

SM

Suffolk, ss.

claimed mortgagee

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

v.

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

COMPLAINT TO DETERMINE MILITARY STATUS

→ "interest in a/the mortgage"? yes

→ (original mortgagee, NOT current)

1. Your Plaintiff has an interest in a mortgage with the statutory power of sale given by **Maria Rojas** to **National City Mortgage Co.**, dated **March 31, 2004, recorded or filed at Essex County (Southern District) Registry of Deeds in Book 22618, Page 230,** covering **73 O'Callaghan Way, Lynn,** and more particularly described in said mortgage.

↳ address

2. No Defendant(s) is/are in the military service within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 *(et seq)*

3. The Plaintiff alleges on information and belief that the Defendant(s) is/are the only person(s) holding the equity of redemption of the property covered by the mortgage described in Paragraph 1 of this Complaint so far as appears of record in the said Registry of Deeds and as known to your plaintiff.

4. The holder of the mortgage seeks to proceed with the foreclosure of said mortgage described in Paragraph 1 to protect its interest as secured thereby for breach of the conditions thereof and desires to comply with the provisions of the Servicemembers Civil Relief Act

Wherefore your plaintiff prays:

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

ATTORNEY FOR THE PLAINTIFF

BBO. # 693868

Date: 2-26-19

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

19 SM 001151

From the Office of :
Orlans PC
PO Box 540540
Waltham, MA 02454
Telephone No. (with extension): (781) 790-7800
Office File no. (If Available): **18-016014**

LAND COURT USE ONLY

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

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

By the Court.().

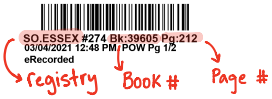
Attest:

(SEAL)

Deborah J. Patterson,
Recorder

TRUE COPY
ATTEST:
Deborah J. Patterson
RECORDER

Power of Attorney



POWER OF ATTORNEY

grantor 1

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, with an address of c/o PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 does hereby constitute and appoint Orlans PC, with an address of PO Box 540540, Waltham, MA 02454, and each of its officers, directors, employees, agents and/or assigns, its true and lawful attorney-in-fact for it and in its name, place and stead, (the "Law Firm") (1) to take any and all steps which are customary and reasonably necessary to the commencement and completion of judicial and nonjudicial foreclosure proceedings, including making peaceable and unopposed entry on the premises described in the mortgage, for the purposes of foreclosing the mortgage, bidding on its behalf at the foreclosure sale and executing a Memorandum of Sale in connection therewith; (2) to make, execute, acknowledge and deliver all contracts, orders, assignments of bid, foreclosure deed(s) and affidavit(s), proofs of claim and court pleadings; (3) to convey the property described in such mortgage, including executing, acknowledging and delivering the deed and any other instrument or document customary and reasonably necessary to accomplish such conveyance and (4) to make, execute, acknowledge and deliver any other certificates, writings, assurances and other instruments, including receiving and endorsing any checks on its behalf which may be required in connection with any of the foregoing.

grantee 1

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

address

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

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

18-016014/189/POWOA_DR

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

date of signature

reference to authority doc? yes, need to hand search

See Limited Power of Attorney recorded herewith

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

By: _____
Name: Carrie Priebe
Title: Contract Management Coordinator

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

STATE OF Florida
COUNTY OF Palm Beach

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

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

Notary Public State of Florida
Carlene Reid
My Commission FF 917298
Expires 04/28/2020

EXP. 4/28/20

Mortgagor: Maria Rojas

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

File Number: 18-016014

Return to:
Orlans PC
P.O. Box 5041
Troy, MI 48007

18-016014/189/POWOA_DR

Certificate of Appointment

SO.ESSEX #275 Bk:39605 Pg:214
03/04/2021 12:48 PM, APPT Pg 1/1
eRecorded

registry Book # Page #

(= power of attorney)

CERTIFICATE OF APPOINTMENT

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

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

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

reference to authority doc? yes, need to hand search

See Power of Attorney recorded herewith

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

Orlans PC

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

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

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

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

SHANNON MARIE BRENNAN NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES JANUARY 13, 2023

_____ Notary Public
My Commission Expires: 1/13/20

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

35B/35C Affidavit

Bk: 56500 Pg: 100

2016 00147169

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

Book # Page #

type: 35B & 35C

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

Property Address: 42 Kinnicutt Road aka Kinnicut Road, Worcester, MA 01602 ↳address

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

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

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

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

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

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

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

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

   a. ☒ Wells Fargo complied with MGL Ch. 244 § 35B. → claims loan offered? yes (claims ch 34B complied with?)
   ☐ MGL Ch.244 § 35B is not applicable to the above mortgage. Wells Fargo did not send notice pursuant to MGL Ch. 244 § 35B because notice was sent to the borrower pursuant to MGL Ch. 244 § 35A prior to August 3, 2012.
   ☐ M.G.L.ch.244, § 35B is not applicable because the loan is not a "certain mortgage loan" as the property securing the mortgage debt is not occupied by the obligor.

   b. On this date, U.S. Bank National Association, as trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC2 is
   ☒ the holder of the promissory note secured by the above mortgage. → mortgagee claims note? yes (associated with MGL Ch. 244 §35C)
   ☐ the authorized agent of the holder of said promissory note for purposes of, amongst other things, foreclosing said mortgage on behalf of said note holder.

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

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

lawyer cert? No (see: example affidavit w/ Lawyer cert)
affiant saw original note? No
authority doc? No (i.e. "See Power of Attorney recorded ...")
↳ gives signer the authority to sign, usually noted near the signature

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

State of South Carolina
County of York → county of notarization

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

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

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

004-MA-V2 16-011291

ATTEST: WORC. Anthony J. Vigliotti, Register

Example Affidavit w/ Lawyer Certification

Bk: 49970 Pg: 10

2012 00140421
Bk: 49970 Pg: 10
Page: 1 of 2 11/16/2012 02:08 PM WD

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

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

Property Address: 50 Whisper Drive, Worcester, MA 01609

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

[X] recorded in Worcester County (Worcester District) Registry of Deeds in Book 37944, Page 42.
[ ] filed in _____ Registry District of the Land Court as Document No. _____ and noted on Certificate of Title No. _____.

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

1. I am:
[Check One]
[X] An officer of BLB Trading, LLC, where I hold the office of Managing Director
[ ] A duly authorized agent of BLB Trading, LLC, per the vote appended hereto, which remains in full force and effect as of the date hereof.

2. Based upon my review of the business records of BLB Trading, LLC, I certify that on this date BLB Trading, LLC is:
[Check One]
[X] the holder of the promissory note secured by the above mortgage.
[ ] the authorized agent of the holder of said promissory note.

Ablitt / Scofield
304 Cambridge Rd.
Woburn, MA 01801

Signed under the penalties of perjury this 9TH day of August, 2012

Mortgage assigned from Mortgage Electronic Registration Systems, Inc. to GMAC Mortgage Corporation, Recorded October 24, 2006 at Book 40023, Page 205; as further assigned from GMAC Mortgage L.L.C. FKA GMAC Mortgage Corporation to ACT Properties, L.L.C. Recorded January 8, 2009 at Book 43657, Page 5; as further assigned from ACT Properties, L.L.C. to PA Portfolio Investors, L.L.C. Recorded February 1, 2012 at Book 48486, Page 362; as further assigned from PA Portfolio Investors, L.L.C. to BLB (945.0003 Trading, L.L.C., Recorded February 1, 2012 at Book 48486, Page 364.

[Name] Elonna Ashurova
[Title] MANAGING DIRECTOR

Bk: 49970 Pg: 11

State of Connecticut:
County of Fairfield

Fairfield, CT, ss. August 9, 2012

Then personally appeared the above named Elonna Ashirova, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of (his) (her) knowledge and belief, as [Title] of [C] as aforesaid.

Notary Public
My Commission Expires:
JORGE DOMINGUEZ
Notary Public
Connecticut
My Commission Expires Nov 30, 20[illegible]

lawyer cert ? yes

CERTIFICATE

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

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

[Name] Menina E. Cohen

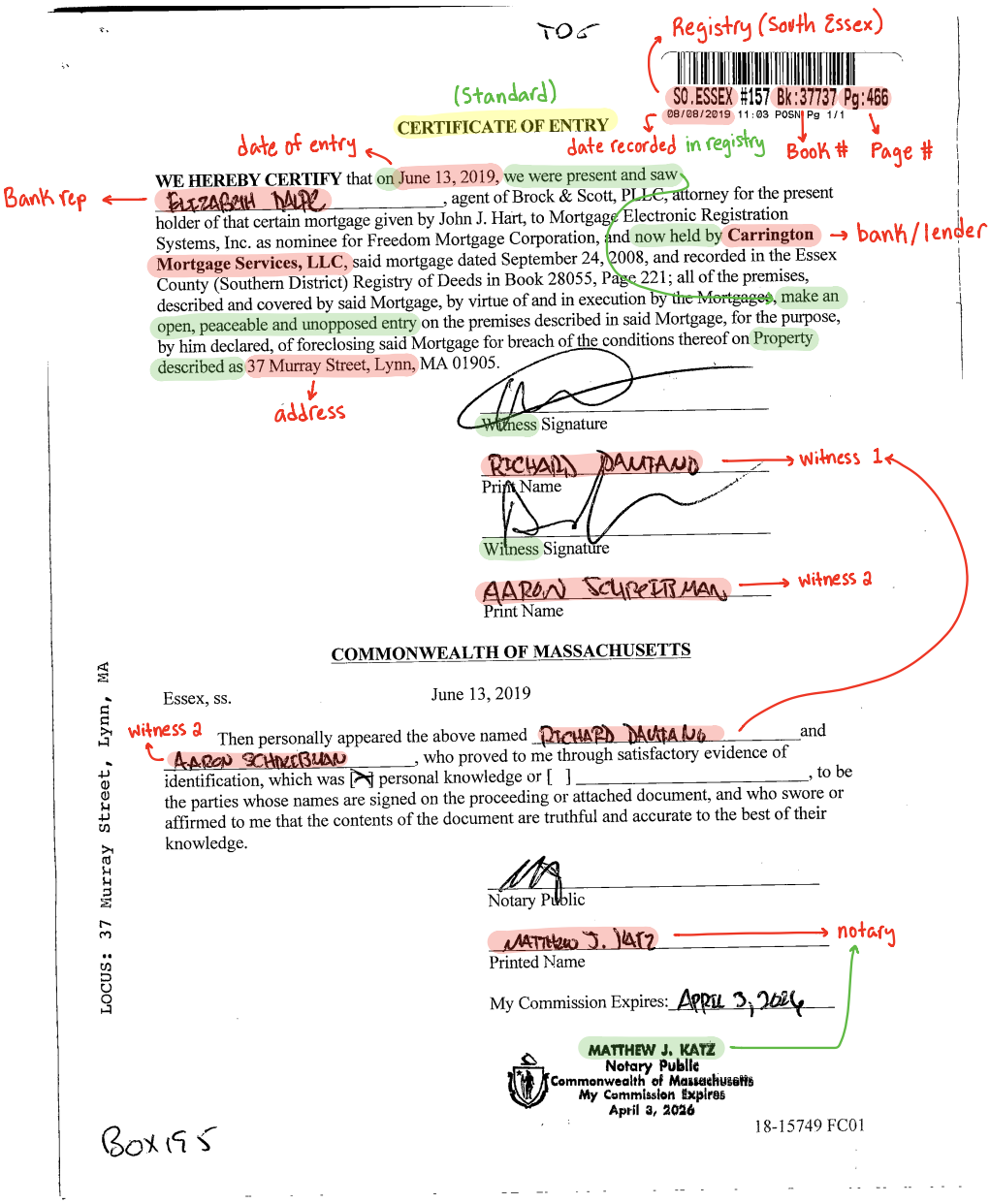
Comments

See: Eaton v. Federal National Mortgage Association, 462 Mass. 569 (2012) and REBA Title Standard No. 79.
See: G.L. c. 244, §35C (Effective _____, __, 2012)

Adopted October 29, 2012

ATTEST: WORC. Anthony J. Vigliotti, Register

Certificate of Entry



TOC

Registry (South Essex)

SO.ESSEX #157 Bk:37737 Pg:466
08/08/2019 11:03 POSN Pg 1/1

(Standard)

CERTIFICATE OF ENTRY

date of entry

date recorded in registry

Book #

Page #

WE HEREBY CERTIFY that on June 13, 2019, we were present and saw

Bank rep

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

→ bank/lender

address

Witness Signature

RICHARD DAUTAUB
Print Name

→ witness 1

Witness Signature

AARON SCHREIBMAN
Print Name

→ witness 2

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. June 13, 2019

witness 2

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

Notary Public

MATTHEW J. KATZ
Printed Name

→ notary

My Commission Expires: April 3, 2026

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

18-15749 FC01

LOCUS: 37 Murray Street, Lynn, MA

Box 195

Assignment of Mortgage

*** Electronic Recording ***
Doc#: 00033335
Book and page # ← Bk: 46854 Pg: 38 Page: 1 of 3
Recorded: 04/27/2016 03:47 PM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds
Registry

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

Space above for Recorder's use

2172891

"confirmatory" may be in the document's title

ASSIGNMENT OF MORTGAGE

value/consideration? yes

marked as confirmatory? No

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

→ assignor 1
→ assignee 1
→ all beneficial interest? yes
assigning the mortgage? yes
↳ with note? yes
↳ list of what is being assigned
beneficiary? N/A

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

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

RA110

Bk: 46854 Pg: 39

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

date signed ← Date: 2-26-2016

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

Witness Name: Jen Gamwell

Signer ← By: STEVE ALLISON
title ← Title: AUTHORIZED SIGNATORY
company ← PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP AS ATTORNEY-IN-FACT FOR NRZ PASS-THROUGH TRUST IV, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, ITS SUCCESSOR AND ASSIGNS

signer is attorney in fact? yes

POA was recorded in Suffolk county MA on 7/13/15
E 59860 B 54752 P 138
Book Page

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

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

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

On 2-26-16, before me, THU VAN WITTMANN, a Notary Public, personally appeared STEVE ALLISON, AUTHORIZED SIGNATORY of/for PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP AS ATTORNEY-IN-FACT FOR NRZ PASS-THROUGH TRUST IV, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, ITS SUCCESSOR AND ASSIGNS, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of MINNESOTA that the foregoing paragraph is true and correct. I further certify STEVE ALLISON, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

Thu Van Wittmann

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

THU VAN WITTMANN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2018

2267787

RA111

Bk: 46854 Pg: 40

EXHIBIT "A"

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

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

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

Being the same premises conveyed and more particularly described in a deed dated December 29, 1998 and recorded with the Plymouth County Registry of Deeds in Book 16995, Page 059.

2267787

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

RA112

Standard Foreclosure Deed, Affidavit of Sale, and Advertisement

Bk: 58156 Pg: 214

2017 00137323
Bk: 58156 Pg: 214
Page: 1 of 4 12/07/2017 03:34 PM WD

Book # Page #

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 12/07/2017 03:34 PM
Ctrl# 176926 05897 Doc# 00137323
Fee: $257.64 Cons: $56,274.00

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

current holder of mortgage/ seller

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

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

the current holder of a mortgage

mortgagor

from Caroline J. Rellstab

original mortgagee

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

registry of deeds (sometimes need to assume same registry as mortgage)

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

Purchaser 1

paid? yes

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

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

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

RE: 27 Maple Street, Spencer, Massachusetts 01562

→ address

North Carolina
Wake County

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

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

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

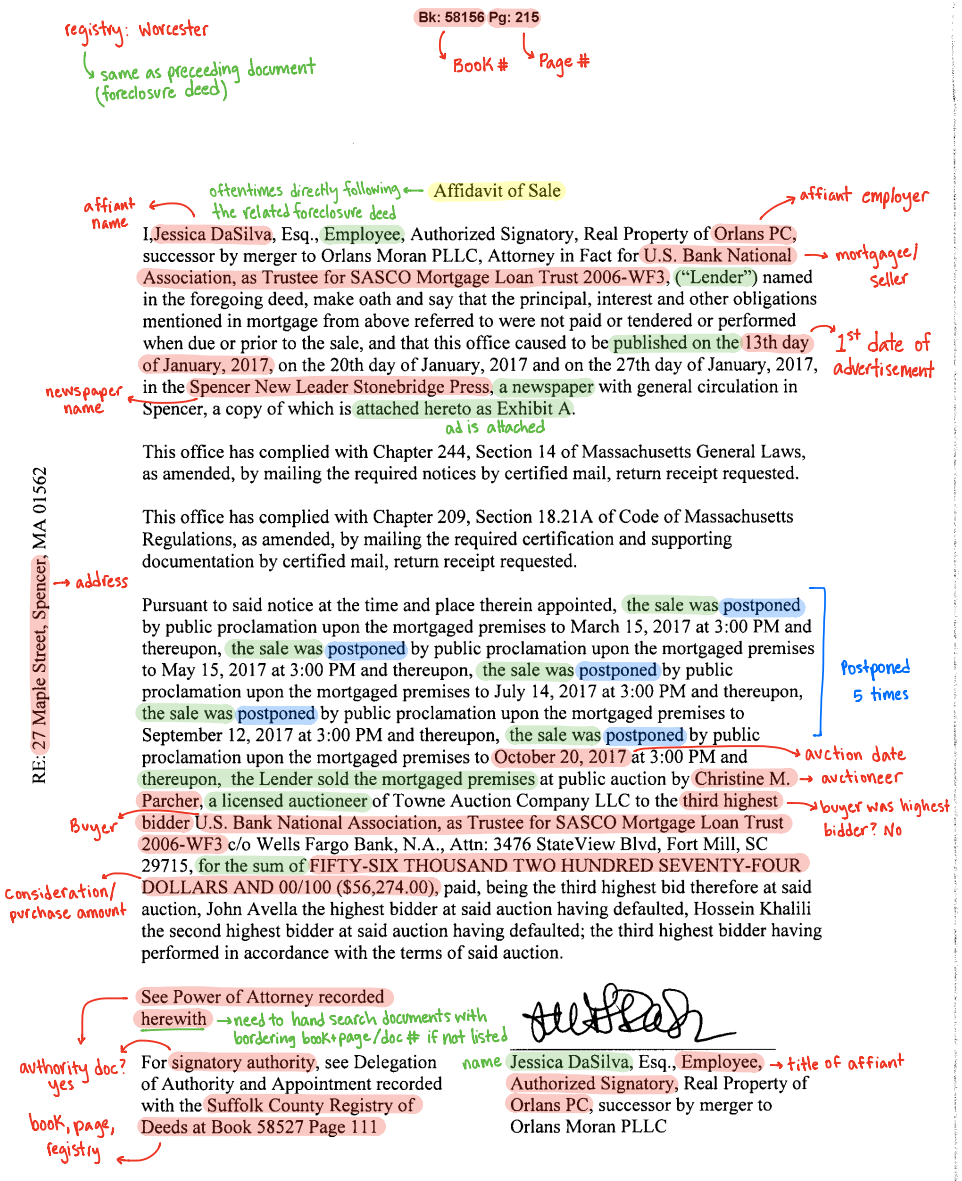
K Denise Dunn
NOTARY PUBLIC
Wake County, NC
My Commission Expires August 30, 2020

046-MA-V9

File Number: 14-019089/326/MISC

15

AD1



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

046-MA-V5

Bk: 58156 Pg: 216

COMMONWEALTH OF MASSACHUSETTS

county of notarization ← MIDDLESEX, SS → date of signature

On this 6th day of Dec., 2017, before me, the undersigned Notary Public, personally appeared Jessica DaSilva, Esq., Employee, Authorized Signatory, Real Property, of Orlans PC, successor by merger to Orlans Moran PLLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public
My Commission Expires: 2/13/20

→ notary name
→ state of notorization

RE: 27 Maple Street, Spencer, MA 01562

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

046-MA-V5

Bk: 58156 Pg: 217

advertisement attached? yes EXHIBIT "A"

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

RE: 27 Maple Street, Spencer, MA 01562

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

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

original mortgagee

"assigned" mentioned 2 times

assignor/assignee pairs? 2

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

A certain parcel of land with the buildings thereon and all the privileges and appurtenances thereto belonging situated in Spencer on the east side of Maple Street and being shown on Plan of House Lot in Spencer dated April 23, 1946 by E.A. Chamberlin, said plan to be recorded herewith and being more particularly bounded and described as follows: Beginning at the most westerly corner of the parcel herein described on the easterly line of said Maple Street: Thence N. 40 degrees East by said easterly line of Maple Street eighty-one (81) feet to the point at a stone wall; Thence S. 82 degrees East by a stone wall and land of William Forest one hundred five (105) feet to a point at another stone wall; Thence Southwesterly by said wall one hundred (100) feet to a point; Thence N. 83 degress West continuing by said wall and part of the way eighty (80) feet to the place of beginning. Being the same premises conveyed to the Mortgagor by Deed dated May 19, 2004 and recorded with the Worcester District Registry of Deeds in Book 33657, Page 253.

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

TERMS OF SALE:

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

Other terms if any, to be announced at the sale.

U.S. Bank National Association, as Trustee for SASCO Mortgage Trust 2006-WF3
Present Holder of said Mortgage,
By its Attorneys,
ORLANS MORAN PLLC → foreclosing law firm
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
14-019089
January 13, 2017
January 20, 2017
January 27, 2017

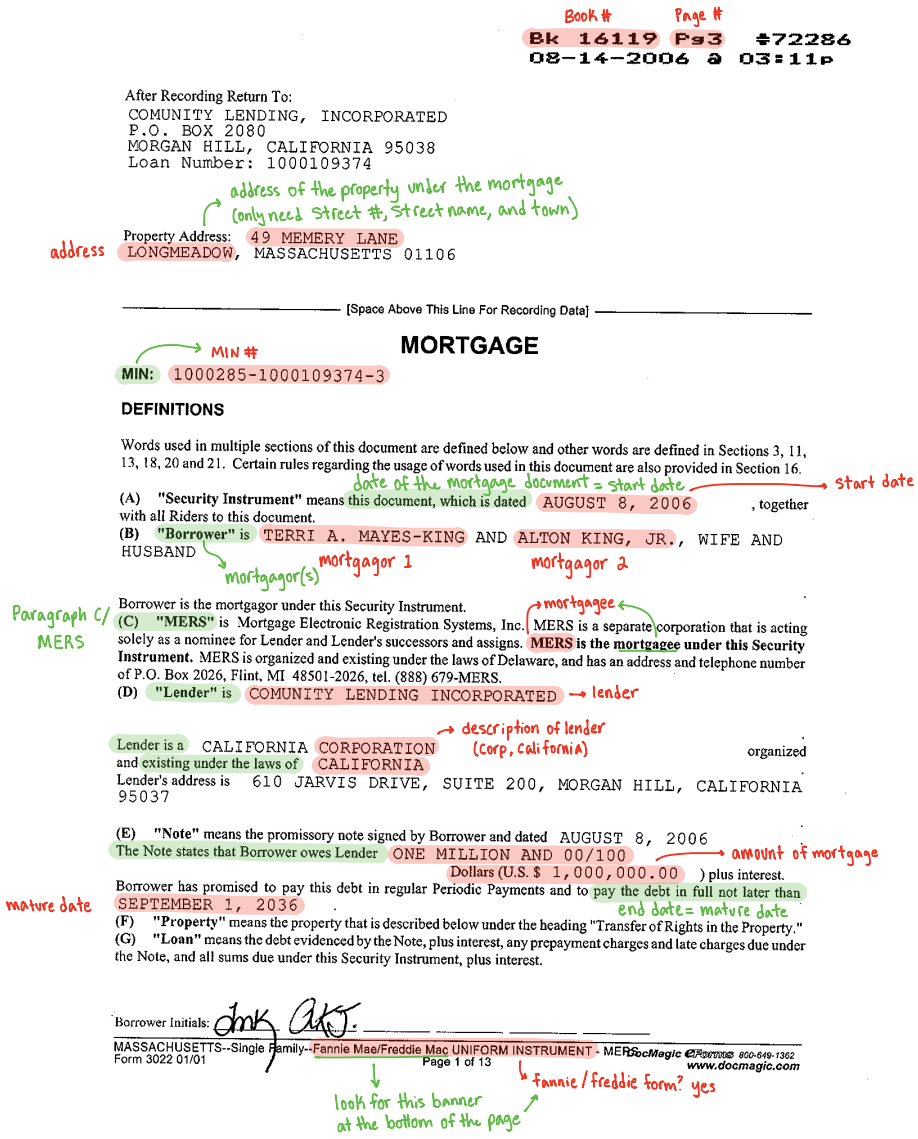
auctioneer license number? N/A

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

ATTEST: WORC. Anthony J. Vigliotti, Register

18

Standard Mortgage with Riders



Book # Page #
Bk 16119 Pg3 #72286
08-14-2006 @ 03:11p

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

address of the property under the mortgage (only need street #, street name, and town)

Property Address: 49 MEMERY LANE
address LONGMEADOW, MASSACHUSETTS 01106

[Space Above This Line For Recording Data]

MORTGAGE

MIN #
MIN: 1000285-1000109374-3

DEFINITIONS

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

date of the mortgage document = start date → start date

(A) **"Security Instrument"** means this document, which is dated AUGUST 8, 2006, together with all Riders to this document.

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

Borrower is the mortgagor under this Security Instrument.

Paragraph C/ MERS

mortgagee

(C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) **"Lender"** is COMUNITY LENDING INCORPORATED → lender

Lender is a CALIFORNIA CORPORATION → description of lender (Corp, California) organized and existing under the laws of CALIFORNIA.
Lender's address is 610 JARVIS DRIVE, SUITE 200, MORGAN HILL, CALIFORNIA 95037

(E) **"Note"** means the promissory note signed by Borrower and dated AUGUST 8, 2006. The Note states that Borrower owes Lender ONE MILLION AND 00/100 Dollars (U.S. $ 1,000,000.00) plus interest. → amount of mortgage

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2036. → end date = mature date

mature date

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

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

Borrower Initials: _____

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

look for this banner at the bottom of the page

fannie / freddie form? yes

Bk 16119 Pg 4 #72286

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

checkboxes checked? yes

any riders? yes

☒ Adjustable Rate Rider	☐ Planned Unit Development Rider
☐ Balloon Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Second Home Rider
☐ Condominium Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY [Type of Recording Jurisdiction] of HAMPDEN [Name of Recording Jurisdiction] :

registry of deeds

registry of deeds

Borrower Initials: _____ _____

(extraneous pages skipped)

/VVVVVV\ Bk 16119 Pg 14 #72286

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

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

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

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

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

Terri A. Mayes-King (Seal)
TERRI A. MAYES-KING -Borrower

Alton King Jr. (Seal)
ALTON KING, JR. -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness:

Peter G. Barrett
(Witness to both)

Witness:

_____

Bk 16119 Pg 15 #72286

Commonwealth of Massachusetts

County of Hampden

On this 8th day of August, 2006, before me, the undersigned notary public, personally appeared TERRI A. MAYES-KING and ALTON KING, JR.,

proved to me through satisfactory evidence of identification, which were Mass. Driver's License.,

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

☐ (as partner for a corporation),

☐ (as for , a corporation)

☐ (as attorney in fact for the principal),

☐ (as for , (a) (the))

Peter G. Barrett Notary Public

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

Notary Public (Printed Name)

(Seal)

My commission expires: November 30, 2012

Bk 16119 Pg 16 #72286

MIN: 1000285-1000109374-3 Loan Number: 1000109374

Doc ID#:

ADJUSTABLE RATE RIDER

(PayOption 11th District Cost of Funds Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 8th day of AUGUST 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to COMUNITY LENDING, INCORPORATED, A CALIFORNIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

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

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

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

A. INTERESTRATE AND MONTHLY PAYMENT CHANGES
The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST Initial interest rate

(A) Interest Rate

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

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

(B) Interest Rate Change Dates → Initial change date

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

change rate: 1 (month)

(C) Index

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

Borrower Initials: JMK AKT

Bk 16119 Pg 17 #72286

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

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

(D) Calculation of Interest Rate Changes

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

Initial change rate

highest rate

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

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

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

Balloon payment rider (unknown amount)

substantial payment at end of life of loan

(B) Amount of My Initial Monthly Payments

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

(C) Payment Change Dates

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

negative amortization? yes

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

Borrower Initials: JMK AKJ _____ _____ _____ _____

PayOption COFI ARM Rider
FE-5314 (0511) Page 2 of 5

Bk 16119 Pg 18 #72286

(D) Calculation of Monthly Payment Changes

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

(E) Additions to My Unpaid Principal

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

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

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

(G) Required Full Payment

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

Borrower Initials: _____ _____ _____ _____

Bk 16119 Pg 19 #72286

(H) Payment Options

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

Interest only option? yes

Pick a pay? No

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

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

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

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

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

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

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

Borrower Initials: AMS AKJ _____ _____ _____ _____

Bk 16119 Pg 20 #72286

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

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

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

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

Alton King Jr.
ALTON KING, JR. -Borrower

-Borrower

-Borrower

PayOption COFI ARM Rider
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Bk 16119 Pg 21 #72286

EXHIBIT A

Certain real estate situated in Longmeadow, Hampden County, Massachusetts, being known and designated as Lot No. eighteen (18) as shown on a plan of lots recorded with Hampden County Registry of Deeds in Book of Plans 309, Page 128; said lot being more particularly bounded and described as follows:

SOUTHEASTERLY, SOUTHERLY and SOUTHWESTERLY	by Memery Lane, one hundred (100) feet;
SOUTHEASTERLY	by Lot No. nineteen (19) as shown on said plan, two hundred forty and 76/100 (240.76) feet.
NORTHERLY	by land now or formerly of William Realty trust, a total distance of four hundred forty-three and 92/100 (443.92) feet; and
SOUTHWESTERLY	by Lot No. seventeen (17) as shown on said plan, two hundred forty-eight and 17/100 (248.17).

Subject to Restrictive Covenant in favor of Department of Environmental Panning restricting wetland alteration under instrument dated October 9, 1995 and recorded in the Hampden County Registry of Deeds in Book 9296, page 359.

Subject to Order of Conditions under Wetland Protection Act by Longmeadow Conservation Commission dated September 26, 1995 and recorded as aforesaid in Book 9269, Page 154.

Subject to Declaration of Maintenance Covenant dated November 3, 1989 and recorded as aforesaid in Book 7505, Page 266, as amended by instrument dated December 28, 1992 and recorded as aforesaid in Book 8301, Page 422.

Subject to easement granted to New England Telephone and Telegraph Company and Western Massachusetts Electric Company under instrument dated January 23, 1996 and recorded as aforesaid in book 9373, Page 471.

Subject to fence easement rights granted to Longmeadow Mall Limited Partnership under instrument dated September 14, 1998 and recorded as aforesaid in Book 10473, page 403.

Being the same premises conveyed to the grantors herein by deed dated January 2, 2003 and recorded in the Hampden County Registry of Deeds in Book 12845, Page 5.

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

Additional Document Examples

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

Affidavits

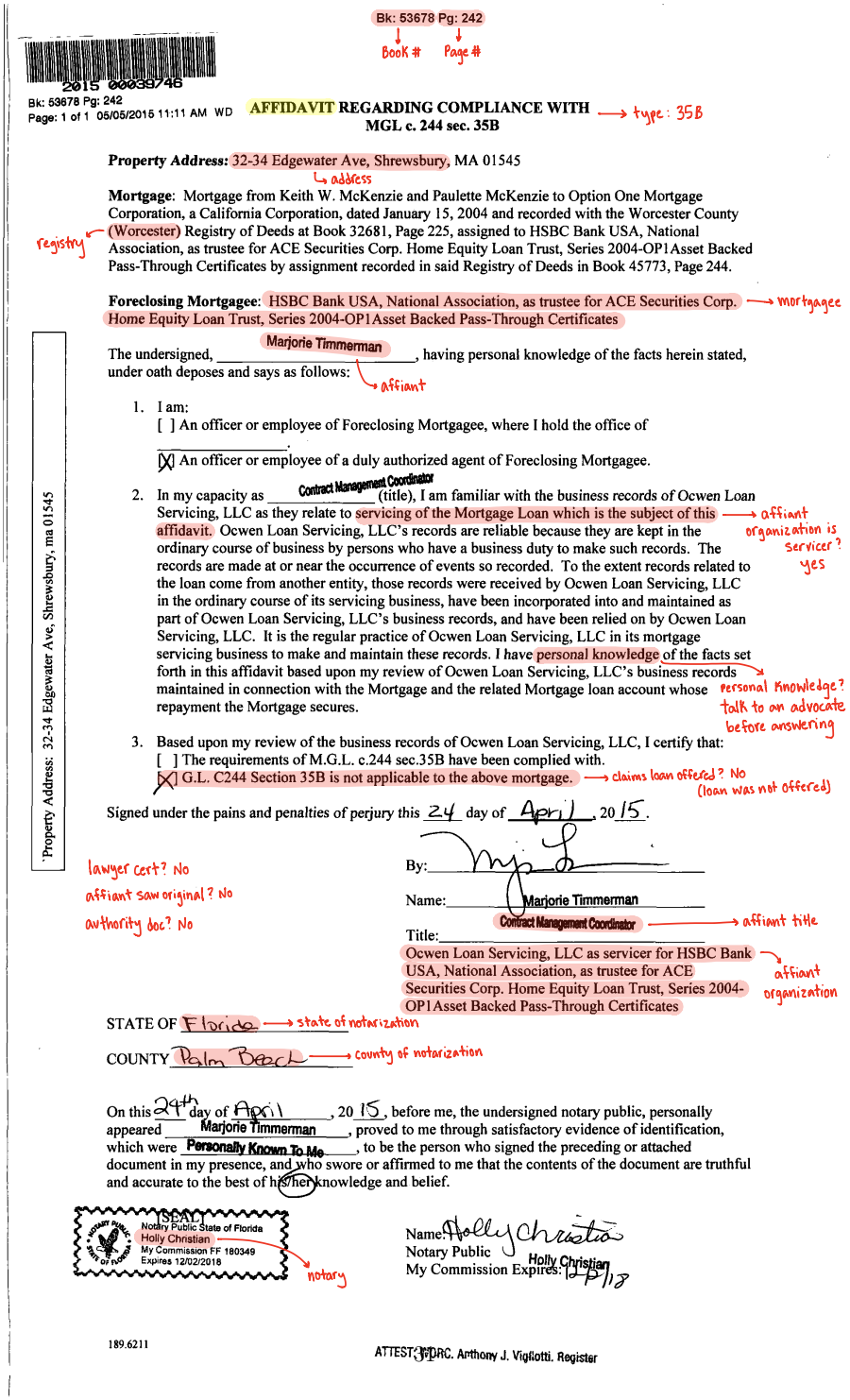
The previous section containing documents with additional notes has an example of a 35B&35C Affidavit. This section contains examples of 35B, Pinti, and Eaton/Pinti Affidavits.

Some information about different types of affidavits:

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

For more detailed information, see: malegislature.gov

35B Affidavit



Bk: 53678 Pg: 242
Book # Page #

2015 00039746
Bk: 53678 Pg: 242
Page: 1 of 1 05/05/2015 11:11 AM WD

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

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

Mortgage: Mortgage from Keith W. McKenzie and Paulette McKenzie to Option One Mortgage Corporation, a California Corporation, dated January 15, 2004 and recorded with the Worcester County (Worcester) Registry of Deeds at Book 32681, Page 225, assigned to HSBC Bank USA, National Association, as trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-OP1Asset Backed Pass-Through Certificates by assignment recorded in said Registry of Deeds in Book 45773, Page 244.

registry

Foreclosing Mortgagee: HSBC Bank USA, National Association, as trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-OP1Asset Backed Pass-Through Certificates → mortgagee

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

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

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

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

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

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

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

By: _____
Name: Marjorie Timmerman
Title: Contract Management Coordinator → affiant title
Ocwen Loan Servicing, LLC as servicer for HSBC Bank USA, National Association, as trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-OP1Asset Backed Pass-Through Certificates → affiant organization

STATE OF Florida → state of notarization

COUNTY Palm Beach → county of notarization

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

[SEAL]
Notary Public State of Florida
Holly Christian
My Commission FF 180349
Expires 12/02/2018
→ notary

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

189.6211

ATTEST: A true copy. ERC. Anthony J. Vigliotti, Register

Pinti Affidavit

Bk: 59260 Pg: 327

Worcester South District Registry of Deeds
Electronically Recorded Document

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

Recording Information

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

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

Bk: 59260 Pg: 328
Book # Page #

AFFIDAVIT OF COMPLIANCE WITH CONDITIONS PRECEDENT TO ACCELERATION AND SALE

type: Pinti ← *"Pinti Affidavit"*

→ address

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

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

Foreclosing Mortgagee: MTGLQ Investors, LP → mortgagee

affiant ← Diana L. Shaner

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

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

   affiant organization is servicer? yes

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

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

Personal knowledge? talk to an advocate before answering

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

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

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

☑ Notice(s) of Default to Mortgagor(s) has/have been given by the then holder of the note secured by said mortgage or its duly authorized agent in strict compliance with the terms and conditions precedent in the mortgage to acceleration and sale contained in the mortgage;

☐ Notice(s) of Default to Mortgagor(s) were not required to comply strictly with the notice requirements set forth in the mortgage because the notices were sent on or before July 17, 2015;

☐ The mortgage contains no notice requirements.

Bk: 59260 Pg: 330

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

authority doc? No

Affiant Signature: Diana L. Shaner

Print Name: Diana L. Shaner

Title: Assistant Secretary → title of affiant

Rushmore Loan Management Services, LLC → organization of affiant

[COMMONWEALTH/STATE] OF Texas

County of notarization ← Dallas, SS

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

Notary Public

Print Name Arthur R. Finley III

My Commission Expires: 3-1-2022

lawyer cert? No

ARTHUR R. FINLEY III NOTARY PUBLIC STATE OF TEXAS ID# 128178041 EXPIRES 3-1-2022 → notary; → state of notarization

200802-0385

/HLO Pinti Servicer/Rezuke, Robert

ATTEST: WORC Anthony J. Vigliotti, Register

Eaton/Pinti Affidavit

Bk: 60845 Pg: 243

2019 00078501
Bk: 60845 Pg: 243
Page: 1 of 2 08/07/2019 02:36 PM WD

Book # Page #

Type: Other "Eaton/Pinti"

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

Property Address: 29 Nome Street, Worcester, Massachusetts 01605
↳ address

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

registry

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

Foreclosing Mortgagee: The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2005-66, Mortgage Pass-Through Certificates, Series 2005-66

mortgagee

affiant

Foreclosure Sale Date: June 18, 2019

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

↳ personal knowledge? talk to an advocate before answering

1. I am a Document Control Officer, of Select Portfolio Servicing, Inc. ("SPS") attorney-in-fact and duly authorized agent for The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2005-66, Mortgage Pass-Through Certificates, Series 2005-66, the Foreclosing Mortgagee.

affiant organization is servicer? yes

2. As a mortgage servicer, SPS collects payments from borrowers and maintains up-to-date electronic records concerning the loans it services in its electronic record-keeping system. I have access to SPS's business records, including the business records for and relating to the subject loan. I make this affidavit based upon my review of those records relating to the Borrower(s)'s loan and from my own personal knowledge of how the records are kept and maintained. The loan records are maintained by SPS in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with personal knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

3. To the extent that the business records of the loan in this matter were created by a prior servicer, the prior servicer's records for the loan were integrated and boarded into SPS's systems, such that the prior servicer's records concerning the loan are now part of SPS's business records. SPS maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the boarded records. It is the regular practice of SPS to integrate prior servicers' records into SPS's business records, and to rely upon the accuracy of those boarded records in providing its loan servicing functions. These prior servicer records are integrated and relied upon by SPS as part of SPS's business records.

4. Based upon my review of SPS's business records, I certify that as of the date when the Notice of Sale relating to the above-referenced mortgage were mailed and published and up to and including the foreclosure sale date, The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee, on behalf of the registered holders of Alternative Loan Trust 2005-66, Mortgage Pass-Through Certificates, Series 2005-66 was

mortgagee claims note? yes

☑ the holder of the promissory note secured by the above-referenced mortgage.

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

affiant saw original? No

lawyer cert? No

16-014730 1 MA005.J004

Bk: 60845 Pg: 244

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

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

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

a. The Notice(s) was mailed to the Mortgagor(s) on August 22, 2016 and specified the default.
b. The Notice(s) specified the action required to cure the default.
c. The Notice(s) specified a date, not less than 30 days from the date of Notice being mailed to the Borrower, by which the default must be cured.
d. The Notice(s) informed the Mortgagor(s) that failure to cure the default on or before the date specified in the Notice may result in acceleration of the sums secured by the Mortgage and sale of the property secured by the Mortgage.
e. The Notice(s) informed the Mortgagor(s) of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or other defense to acceleration and sale.
f. The Notice(s) informed the Mortgagor(s) that if the default is not cured on or before the date specified in the notice, the Lender at its option may require immediate payment in full of all sums secured by the Mortgage without further demand and may invoke the Statutory Power of Sale and any other remedies permitted by Applicable Law. The Notice further informed the Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided above, including but not limited to reasonable attorneys' fees and costs of title evidence.

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

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

Signed under the pains and penalties of perjury this 16th day of July, 2019.

See Limited Power of Attorney recorded herewith

authority doc? yes, hand search needed

By: BVA

Name: Bertha Vanessa Acosta

Title: Document Control Officer → affiant title

Select Portfolio Servicing, Inc. → affiant organization

Date: JUL 16 2019

notary state

STATE OF UTAH)

notary county

COUNTY OF SALT LAKE)

*Personally Known

Subscribed before me on this 16 day of July, in the year 2019 by Bertha Vanessa Acosta *, a Document Control Officer of Select Portfolio Servicing, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. Witness my hand and official seal.

Notary Public Amy Norton

notary

AMY NORTON
Notary Public State of Utah
Comm. Exp.: Feb. 15, 2021
Comm. Number: 693626

16-014730 MA005.J004

2

ATTEST: WORC. Kathryn A. Toomey, Register

Assignments

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

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

Assignments - Example 1

*** Electronic Recording ***
Doc#: 00037467 → page #
Bk: 42970 Pg: 139 Page: 1 of 1
Recorded: 04/24/2013 09:20 AM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

Book #

registry

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

Loan #: 0660175134

for value/ consideration? yes

marked as confirmatory? No

ASSIGNMENT OF MORTGAGE

→ assignor 1

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

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

assignee 1

→ assigning the mortgage? yes
with note? No
all beneficial interest? No

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

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

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

beneficiary? N/A

This Assignment is intended to further memorialize the transfer that occured by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. S1821 (d)(2)(G)(i)(II)

date signed

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

By: Katherine Deutsch
Signer name ← Katherine Deutsch
VICE PRESIDENT

notary state and county

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

→ signer title, company

→ signer is attorney in fact? yes

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

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

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

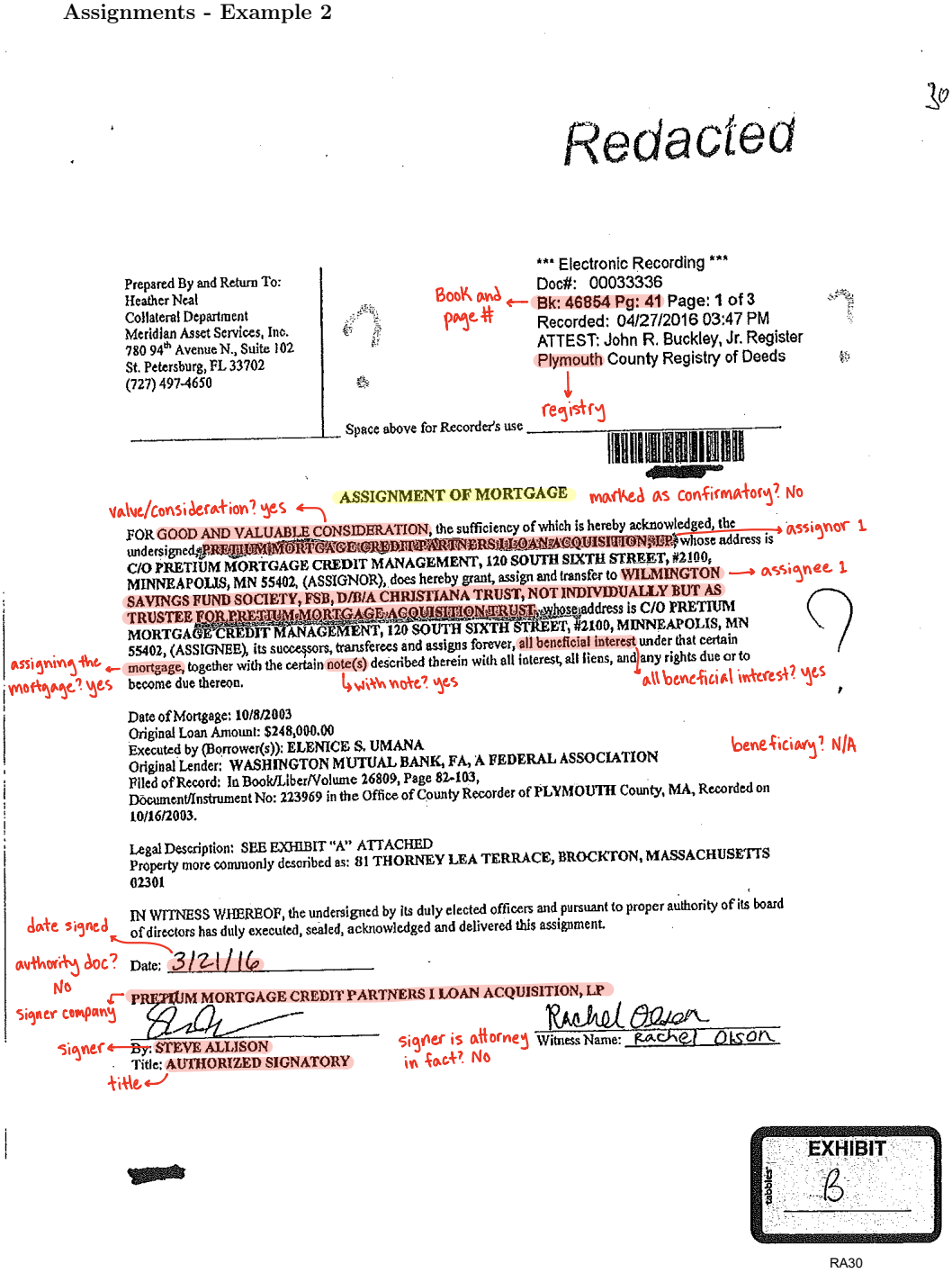
Instrument Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

JPCAS 20049413 -6 WAMU CJ4888068ERP T1813040610 [C] FRMMA1_JPCAS3

The foregoing is a true copy from the
Plymouth County Registry of Deeds.
Book 42970 Page 139
Attest: John R Buckley Jr.
Register

RA104

Assignments - Example 2



30

Redacted

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

Book and page #

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

registry

Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

value/consideration? yes

marked as confirmatory? No

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

assignor 1

assignee 1

assigning the mortgage? yes

with note? yes

all beneficial interest? yes

beneficiary? N/A

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

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

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

date signed

authority doc? No

Date: 3/21/16

signer company

PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP

signer

By: STEVE ALLISON
Title: AUTHORIZED SIGNATORY

title

signer is attorney in fact? No

Witness Name: Rachel Olson

EXHIBIT
B

RA30

Bk: 46854 Pg: 42

31

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

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

On 3.21.16, before me, **THU VAN WITTMANN**, a Notary Public, personally appeared **STEVE ALLISON, AUTHORIZED SIGNATORY** of/for **PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **MINNESOTA** that the foregoing paragraph is true and correct. I further certify STEVE ALLISON, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

Thu Van Wittmann

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

THU VAN WITTMANN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2018

Assignments - Example 3

Bk: 44552 Pg: 143

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

Loan No 660175134A
Reference Loan No 23105899

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

book and page #

registry

marked as confirmatory? No

ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

value/consideration? yes

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA, 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to NRZ PASS-THROUGH TRUST IV, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, WHOSE ADDRESS IS 60 LIVINGSTON AVENUE, ST. PAUL, MN 55107, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

assignor 1

assignee 1

assigning the mortgage? No

all beneficial interest? No

with note? No

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

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

IN WITNESS WHEREOF, the said corporation has caused these present to be executed in its name by its Vice President on 06/27/2014 (MM/DD/YYYY).

signer title

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

date signed

beneficiary? N/A

By: Judy G Jackson

authority doc? No

signer is attorney in fact? No

Signer: Judy G Jackson
Vice President

notary state and county

STATE OF LOUISIANA PARISH OF OUACHITA

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

Eva Reese

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

notary

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

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

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

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

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

D0006554098

RA108

Full Document Suites

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

Foreclosure Suite 1

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

registry Book # Page #

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

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

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

case number
19 SM 001151

Suffolk, ss. SM

claimed mortgagee

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

v.

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

COMPLAINT TO DETERMINE MILITARY STATUS

"interest in a/the mortgage"? yes

(original mortgagee, NOT current)

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

Wherefore your plaintiff prays:

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

ATTORNEY FOR THE PLAINTIFF
BBO. # 693868
Date: 2-26-19

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

19 SM 001151

From the Office of :

Orlans PC

PO Box 540540

Waltham, MA 02454

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

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

LAND COURT USE ONLY

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

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

By the Court.().

Attest:

(SEAL)

Deborah J. Patterson,
Recorder

TRUE COPY
ATTEST:
Deborah J. Patterson
RECORDER

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

grantor 1

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

grantee 1

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

2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an

File Number: 2020-00003543 Seq: 5

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

3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.

4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.

5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.

7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.

8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.

9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").

10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

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11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, under the applicable servicing agreements for the Trusts listed on Schedule A, attached.

12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Delaware Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

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

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

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

NO CORPORATE SEAL

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

Kristi Redman Clapp
Witness: Kristi Redman Clapp

By: _____
John L. Linssen, Vice President

Eneida Murillo
Witness: Eneida Murillo

By: _____
Timothy G. Matyi, Vice President

Attest: Alex E. Fuentes, Trust Officer

CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

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

WITNESS my hand and official seal.

Signature: _____
Brad J. Weber

Brad J Weber
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2024

My commission expires: 1/31/2024

Schedule A

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

(etc.)

/VVVVVI

Page 1 of 12

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

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

Doc ID: 009638390012 Type: GEN
Recorded: 08/28/2019 at 10:07:17 AM
Fee Amt: $62.00 Page 1 of 12
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2020-00003543

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

registry Book # Page #

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

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

4614

LIMITED POWER OF ATTORNEY

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

→ grantor 1

→ grantee 1

125c

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

1. Foreclosing delinquent loans or discontinuing such foreclosure proceedings, including, but not limited to, the execution of notices of default, notices of sale, assignments of bids, and assignments of deficiency judgments, and appearing in the prosecuting bankruptcy proceedings;

2. Selling, transferring or otherwise disposing of real property acquired through foreclosure or otherwise, including, but not limited to, executing all contracts, agreements, deeds, assignments or other instruments necessary to effect such sale, transfer or disposition, and

U.S. Bank (PHH merger)

✓ 62.00

(62)

File Number: 2020-00003543 Seq: 1 12

receiving proceeds and endorsing checks made payable to the order of the Company from such proceedings;

3. Facilitation of an eviction according to the state law of occupants for properties;

4. Preparing, executing, and delivering satisfactions, cancellations, discharges, lost note instruments, or full or partial releases of lien, subordination agreements, modification agreements, assumption agreements, substitutions of trustees under deeds of trust, and UCC-3 Continuation Statements;

5. Endorsing promissory notes and executing assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes in connection with loans for which PHH Mortgage has received full payment of all outstanding amounts due on behalf of the Company;

6. Endorsing insurance proceeds checks and mortgage payment checks to the order of the Company; and

7. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans in accordance with the Agreement.

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

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

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

U.S. Bank (PHH merger)

File Number: 2020-00003543 Seq: 2

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

By: Meredith Prickett

Name: Meredith Prickett

Title: Assistant Secretary

Date: July 11, 2019 → date of signature

Witness: Kayla Gooding

Witness: Eve Memmer

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

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

Official Seal

JULIUS DRAYTON NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES 01/31/2027

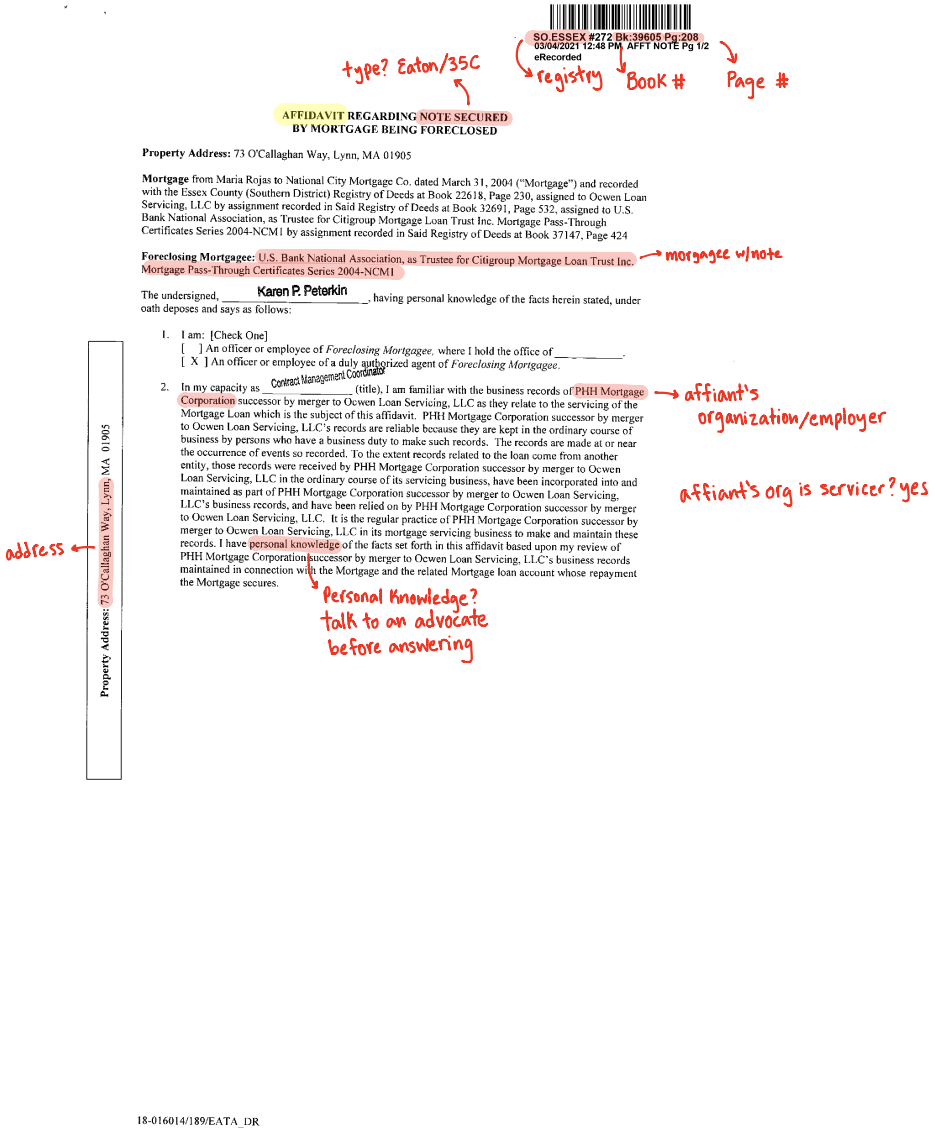
Julius Drayton, Notary Public

Greenville County, South Carolina

My commission expires: 1/31/2027

U.S. Bank (PHH merger)

File Number: 2020-00003543 Seq: 3



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

type? Eaton/35C

registry Book # Page #

AFFIDAVIT REGARDING NOTE SECURED BY MORTGAGE BEING FORECLOSED

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

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

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

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

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

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

→ affiant's organization/employer

affiant's org is servicer? yes

Personal knowledge? talk to an advocate before answering

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

18-016014/189/EATA_DR

affiant saw original? No

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

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

mortgagee claims note? yes ← [X] the holder of the promissory note secured by the above mortgage.
[ ] authorized by the owner of the promissory note secured by the above mortgage to conduct the foreclosure sale.

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

authority doc? yes, need to hand search ← See Limited Power of Attorney recorded herewith

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

lawyer cert? No

By: _____

Karen P. Peterkin → name of affiant

Title: Contract Management Coordinator → title of affiant

state and county of notarization ← STATE OF FLORIDA
COUNTY OF PALM BEACH

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

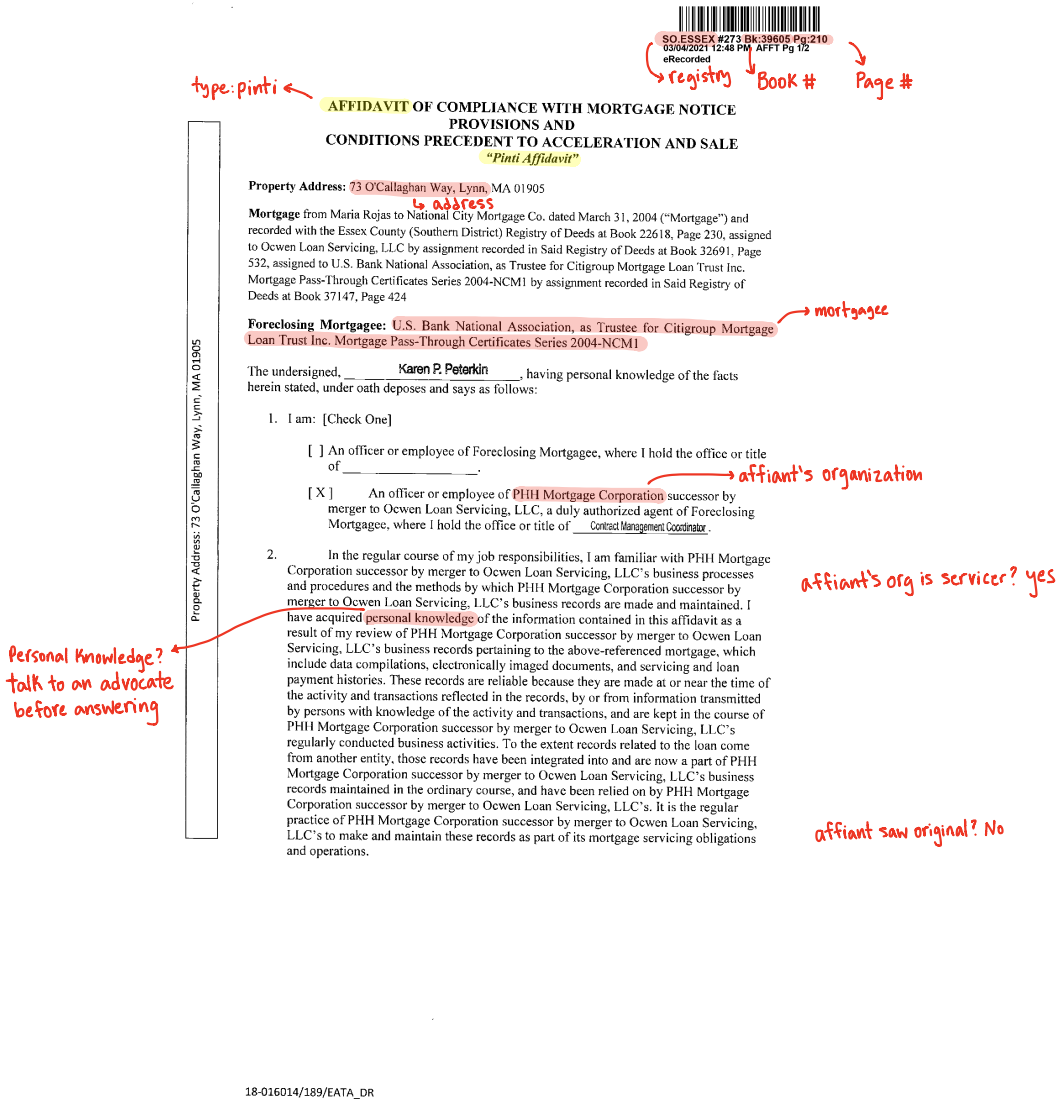
Kyandra Brown
(Signature of Notary Public)
Notary Public – State of Florida

Notary Public State of Florida
Kyandra Brown
My Commission GG 085419
Expires 01/24/2021

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

(seal)

[X] Personally Known
[ ] Produced Identification Type of Identification Produced: n/a



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

registry Book # Page #

type: pinti

AFFIDAVIT OF COMPLIANCE WITH MORTGAGE NOTICE PROVISIONS AND CONDITIONS PRECEDENT TO ACCELERATION AND SALE

"Pinti Affidavit"

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

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

↳ address

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

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

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

1. I am: [Check One]

   [ ] An officer or employee of Foreclosing Mortgagee, where I hold the office or title of ____.

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

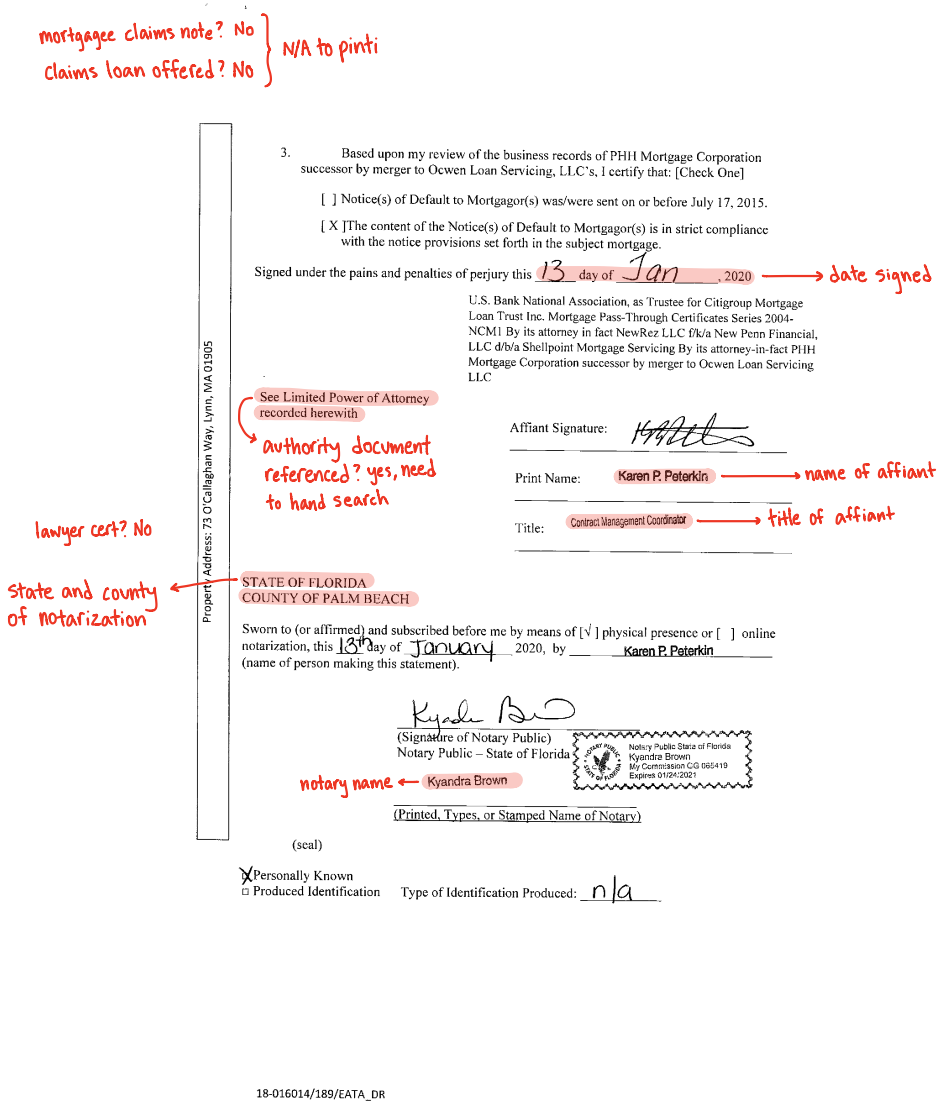
2. In the regular course of my job responsibilities, I am familiar with PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's business processes and procedures and the methods by which PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC's business records are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

affiant's org is servicer? yes

Personal knowledge? talk to an advocate before answering

affiant saw original? No

18-016014/189/EATA_DR



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

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

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

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

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

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

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

See Limited Power of Attorney recorded herewith

authority document referenced? yes, need to hand search

Affiant Signature: [signature]

Print Name: Karen P. Peterkin → name of affiant

Title: Contract Management Coordinator → title of affiant

lawyer cert? No

State and county of notarization ←

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

[signature]
(Signature of Notary Public)
Notary Public – State of Florida

Notary Public State of Florida
Kyandra Brown
My Commission GG 085419
Expires 01/24/2021

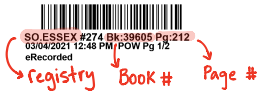
notary name ← Kyandra Brown

(Printed, Types, or Stamped Name of Notary)

(seal)

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

18-016014/189/EATA_DR



POWER OF ATTORNEY

grantor 1

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, with an address of c/o PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 does hereby constitute and appoint Orlans PC, with an address of PO Box 540540, Waltham, MA 02454, and each of its officers, directors, employees, agents and/or assigns, its true and lawful attorney-in-fact for it and in its name, place and stead, (the "Law Firm") (1) to take any and all steps which are customary and reasonably necessary to the commencement and completion of judicial and nonjudicial foreclosure proceedings, including making peaceable and unopposed entry on the premises described in the mortgage, for the purposes of foreclosing the mortgage, bidding on its behalf at the foreclosure sale and executing a Memorandum of Sale in connection therewith; (2) to make, execute, acknowledge and deliver all contracts, orders, assignments of bid, foreclosure deed(s) and affidavit(s), proofs of claim and court pleadings; (3) to convey the property described in such mortgage, including executing, acknowledging and delivering the deed and any other instrument or document customary and reasonably necessary to accomplish such conveyance and (4) to make, execute, acknowledge and deliver any other certificates, writings, assurances and other instruments, including receiving and endorsing any checks on its behalf which may be required in connection with any of the foregoing.

grantee 1

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

address

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

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

18-016014/189/POWOA_DR

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

→ date of signature

reference to authority doc? yes, need to hand search ← See Limited Power of Attorney recorded herewith

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

By: _____
Name: Carrie Priebe
Title: Contract Management Coordinator

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

STATE OF Florida
COUNTY OF Palm Beach

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

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

NotaryPublicStateofFlorida Carlene Reid My CommissionFF967298 Expires:04/28/2020

EXP. 4/28/20

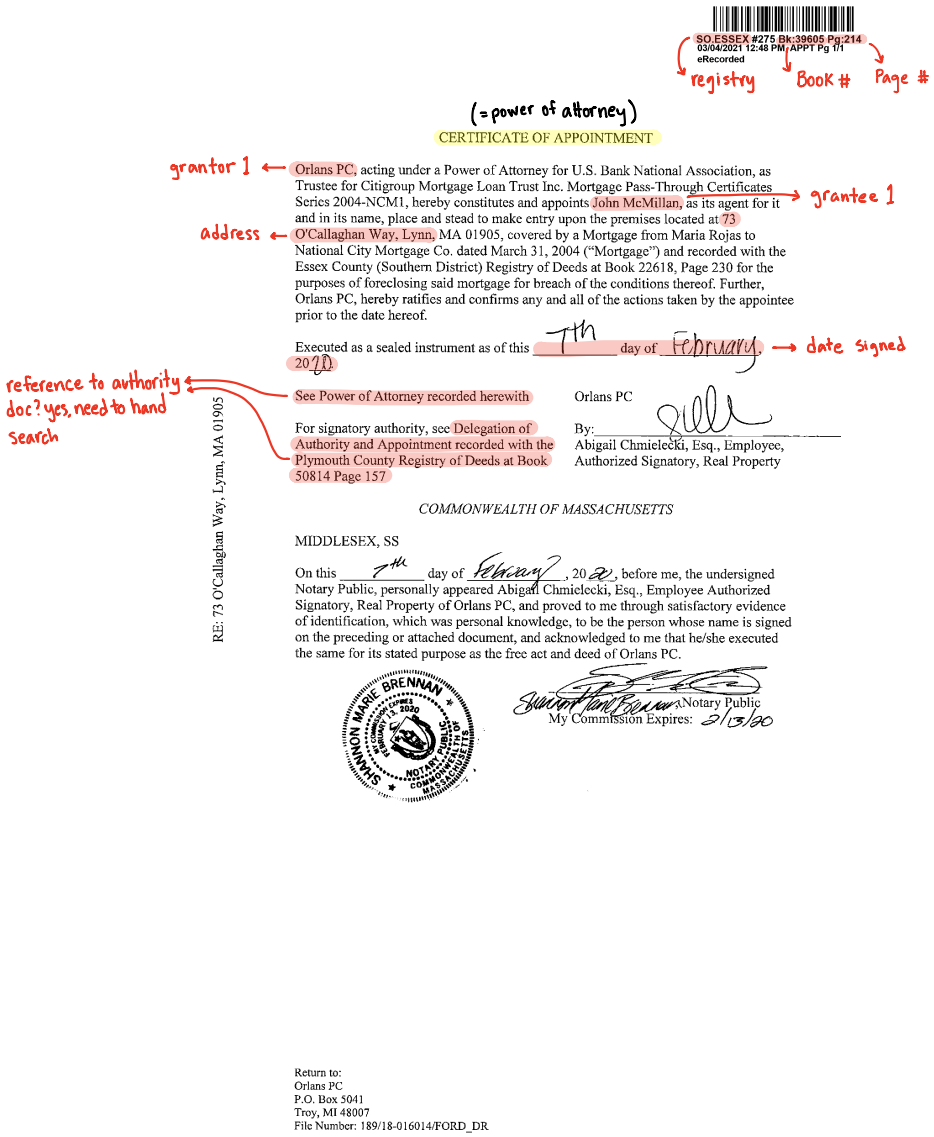
Mortgagor: Maria Rojas

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

File Number: 18-016014

Return to:
Orlans PC
P.O. Box 5041
Troy, MI 48007

18-016014/189/POWOA_DR



SO.ESSEX #275 Bk:39605 Pg:214
03/04/2021 12:48 PM, APPT Pg 1/1
eRecorded

registry Book # Page #

(= power of attorney)

CERTIFICATE OF APPOINTMENT

grantor 1 ← Orlans PC, acting under a Power of Attorney for U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1, hereby constitutes and appoints John McMillan, → grantee 1 as its agent for it and in its name, place and stead to make entry upon the premises located at 73 address ← O'Callaghan Way, Lynn, MA 01905, covered by a Mortgage from Maria Rojas to National City Mortgage Co. dated March 31, 2004 ("Mortgage") and recorded with the Essex County (Southern District) Registry of Deeds at Book 22618, Page 230 for the purposes of foreclosing said mortgage for breach of the conditions thereof. Further, Orlans PC, hereby ratifies and confirms any and all of the actions taken by the appointee prior to the date hereof.

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

reference to authority doc? yes, need to hand search

See Power of Attorney recorded herewith

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

Orlans PC

By: _____

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

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

COMMONWEALTH OF MASSACHUSETTS

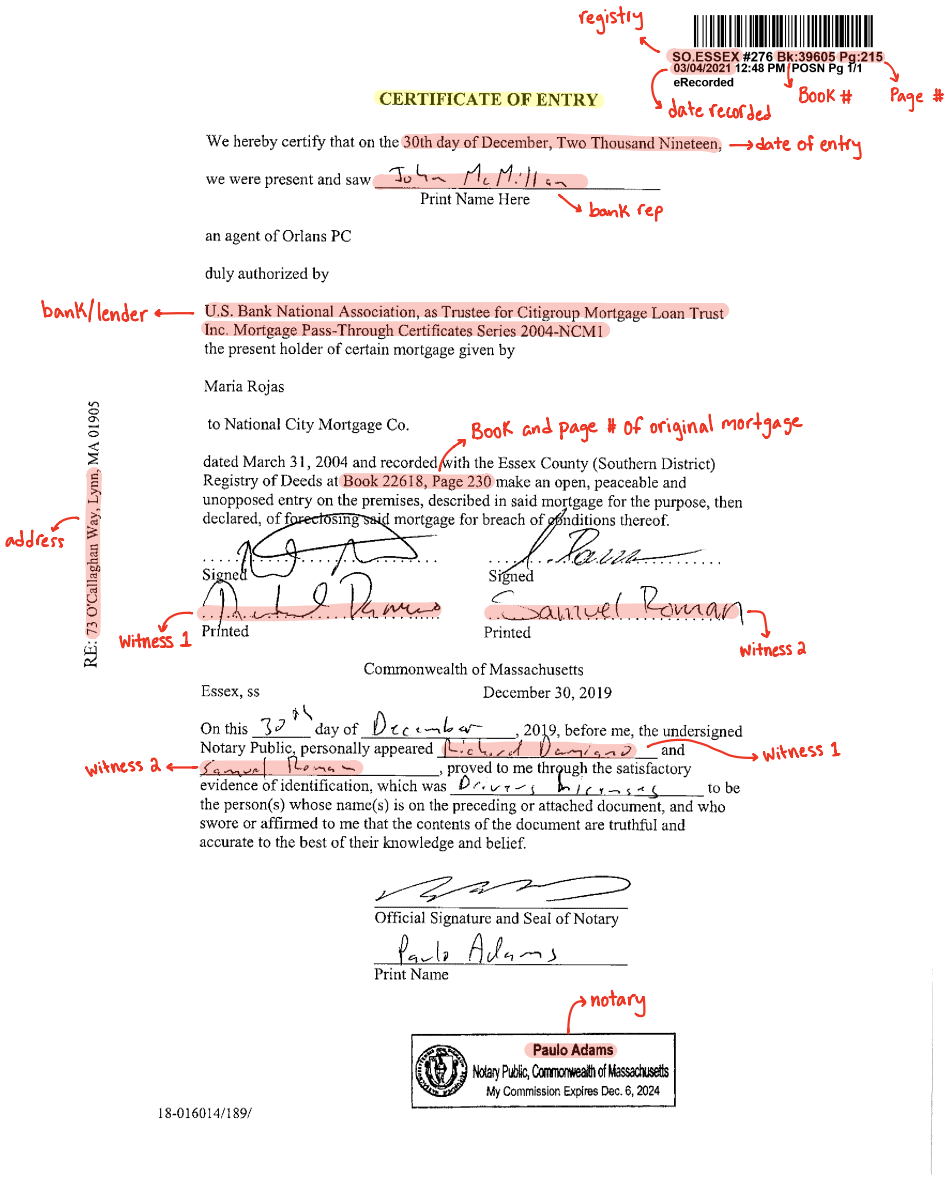
MIDDLESEX, SS

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

SHANNON MARIE BRENNAN NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES JUNE 5, 2020

_____ Notary Public
My Commission Expires: 2/15/20

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



registry
SO.ESSEX #276 Bk:39605 Pg:215
03/04/2021 12:48 PM POSN Pg 1/1
eRecorded
date recorded
Book #
Page #

CERTIFICATE OF ENTRY

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

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

an agent of Orlans PC

duly authorized by

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

Maria Rojas

to National City Mortgage Co.

Book and page # of original mortgage

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

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

Signed Signed

Witness 1
Printed Printed
Witness 2

Commonwealth of Massachusetts

Essex, ss December 30, 2019

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

Official Signature and Seal of Notary

Paulo Adams
Print Name

notary
Paulo Adams
Notary Public, Commonwealth of Massachusetts
My Commission Expires Dec. 6, 2024

18-016014/189/

confirmatory assignment ? No

ASSIGNMENT OF BID ≠ assignment of mortgage

Brookline, MA January 31, 2020

for value/consideration? yes

assignor

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

assignee 2

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

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

Witness my signature this 31st day of January 2020

ref to authority doc? no

By Samuel Roman

↳ name of party who signed
title : N/A

Commonwealth of Massachusetts

Norfolk SS.

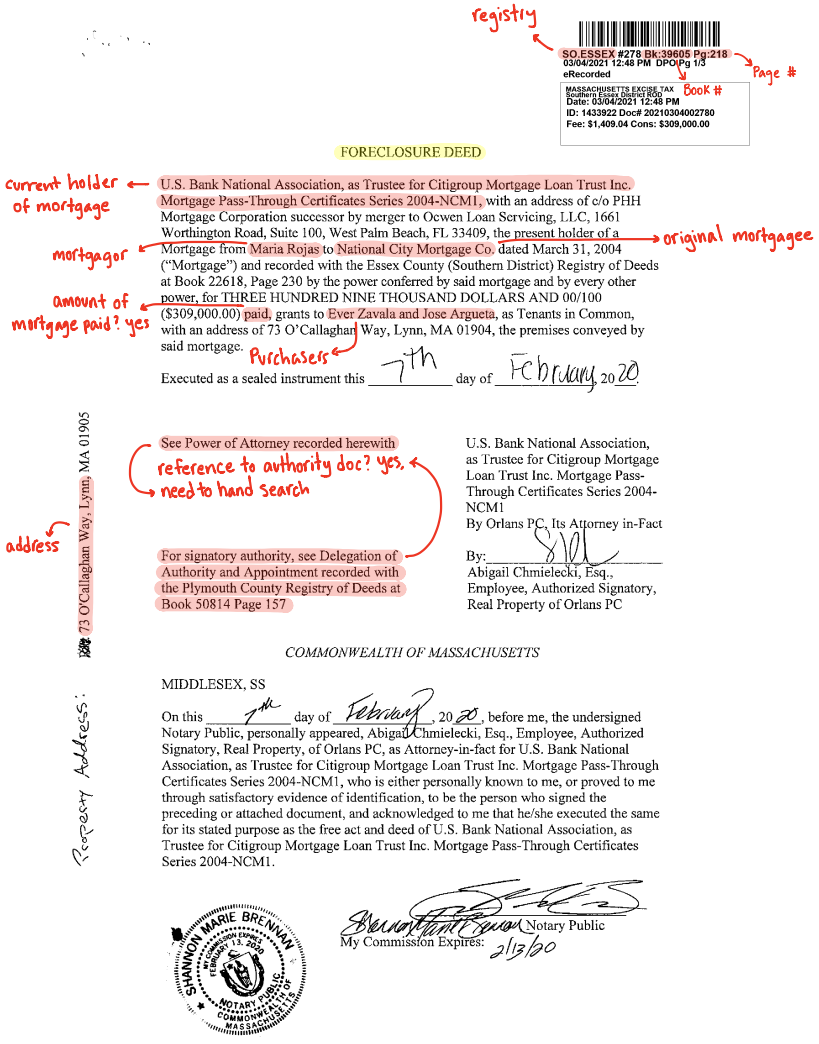
January 31, 2020 → date signed

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

_____ (Affix Seal)
Notary Signature
My commission expires: 4.27.23

AVI LISS, ESQ.
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 27, 2023

→ notary
→ state of notarization



registry

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

Page #

Book #

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

FORECLOSURE DEED

current holder of mortgage

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

mortgagor

original mortgagee

amount of mortgage paid? yes

Purchasers

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

address

73 O'Callaghan Way, Lynn, MA 01905

Property Address:

See Power of Attorney recorded herewith

reference to authority doc? yes, need to hand search

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

U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1
By Orlans PC, Its Attorney in-Fact

By: _____
Abigail Chmielecki, Esq., Employee, Authorized Signatory, Real Property of Orlans PC

COMMONWEALTH OF MASSACHUSETTS

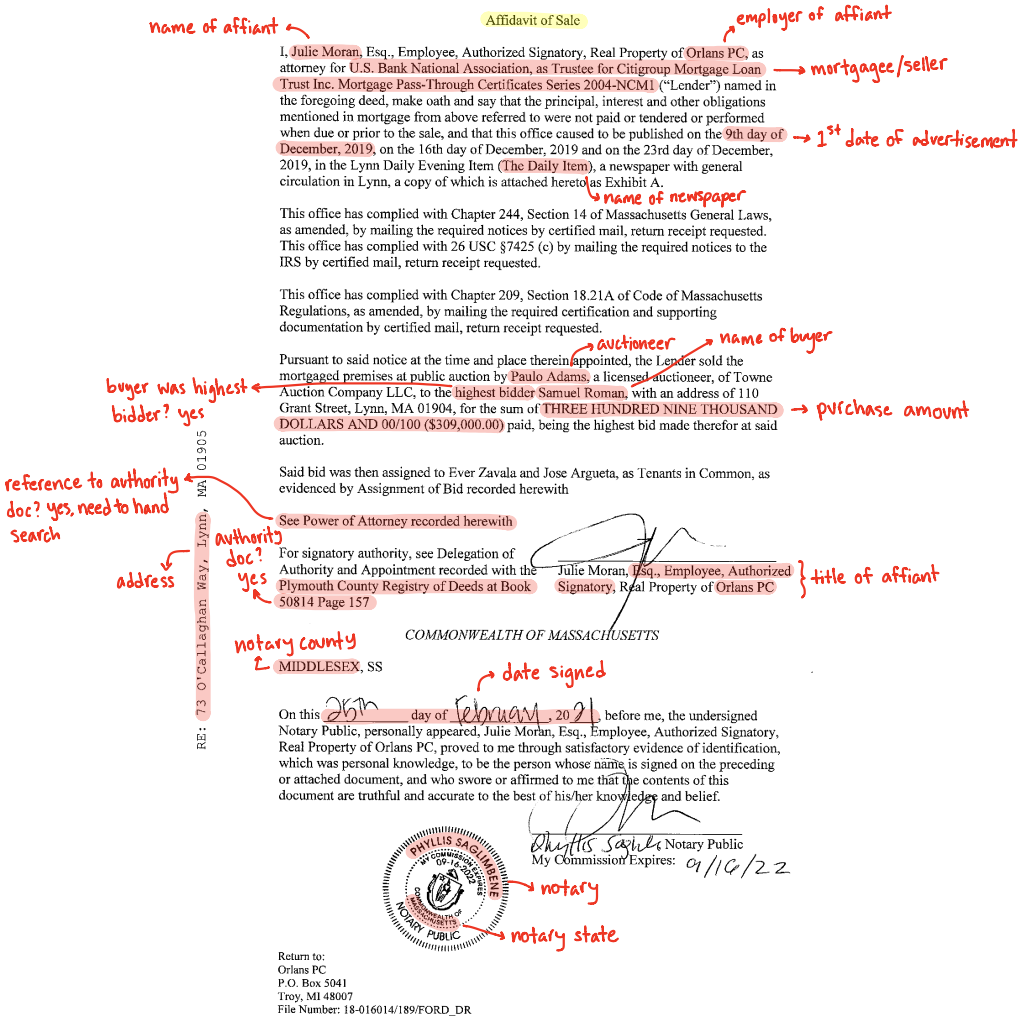
MIDDLESEX, SS

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

SHANNON MARIE BRENNAN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES FEBRUARY 15, 2030

_____ Notary Public
My Commission Expires: 2/15/30

Same book, page, and registry as foreclosure deed



Affidavit of Sale

name of affiant

employer of affiant

I, Julie Moran, Esq., Employee, Authorized Signatory, Real Property of Orlans PC, as attorney for U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1 ("Lender") named in the foregoing deed, make oath and say that the principal, interest and other obligations mentioned in mortgage from above referred to were not paid or tendered or performed when due or prior to the sale, and that this office caused to be published on the 9th day of December, 2019, on the 16th day of December, 2019 and on the 23rd day of December, 2019, in the Lynn Daily Evening Item (The Daily Item), a newspaper with general circulation in Lynn, a copy of which is attached hereto as Exhibit A.

mortgagee/seller

1st date of advertisement

name of newspaper

This office has complied with Chapter 244, Section 14 of Massachusetts General Laws, as amended, by mailing the required notices by certified mail, return receipt requested. This office has complied with 26 USC §7425 (c) by mailing the required notices to the IRS by certified mail, return receipt requested.

This office has complied with Chapter 209, Section 18.21A of Code of Massachusetts Regulations, as amended, by mailing the required certification and supporting documentation by certified mail, return receipt requested.

auctioneer

name of buyer

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

buyer was highest bidder? yes

purchase amount

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

reference to authority doc? yes, need to hand search

See Power of Attorney recorded herewith

address

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

authority doc? yes

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

Julie Moran, Esq., Employee, Authorized Signatory, Real Property of Orlans PC

title of affiant

COMMONWEALTH OF MASSACHUSETTS

notary county

MIDDLESEX, SS

date signed

On this 26th day of February, 2021, before me, the undersigned Notary Public, personally appeared, Julie Moran, Esq., Employee, Authorized Signatory, Real Property of Orlans PC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Phyllis Sagliabene Notary Public
My Commission Expires: 01/14/22

PHYLLIS SAGLIABENE
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 01-14-2022

notary

notary state

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

Is advertisement in foreclosure deed? yes

EXHIBIT "A"

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

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

LEGALS

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

original mortgagee

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

"assigned" mentioned 2 times

assignor / assignee pairs? 2

address

date of auction

number of postponements? 0

The land in Lynn, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows: SOUTHEASTERLY by O'Callaghan Way, shown on the plan hereinafter mentioned as Kesler Avenue, 50 feet; SOUTHERLY by land now or formerly of Pike, 74.48 feet; SOUTHWESTERLY by Lot 14 of said plan, 88.84 feet; NORTHWESTERLY by Lots 15 and 16 on said plan, 73.34 feet; and NORTHEASTERLY by Lot 25 on said plan, 116.78 feet; be all of said measurements more or less, of however otherwise bounded and described; being the premises shown as Lot 26 on a Plan of Land in Lynn, Massachusetts dated June 27, 1954, by John W. Parsons, Surveyor, recorded with Essex South District Deeds, Book 4082, Page 152, and containing 10,410 square feet of land according to said plan. Said premises are conveyed subject to the zoning ordinances of the City of Lynn. FOR TITLE REFERENCE SEE DEED RECORDED at Book 18893, Page 279.

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

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

Other terms, if any, to be announced at the sale.
U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2004-NCM1

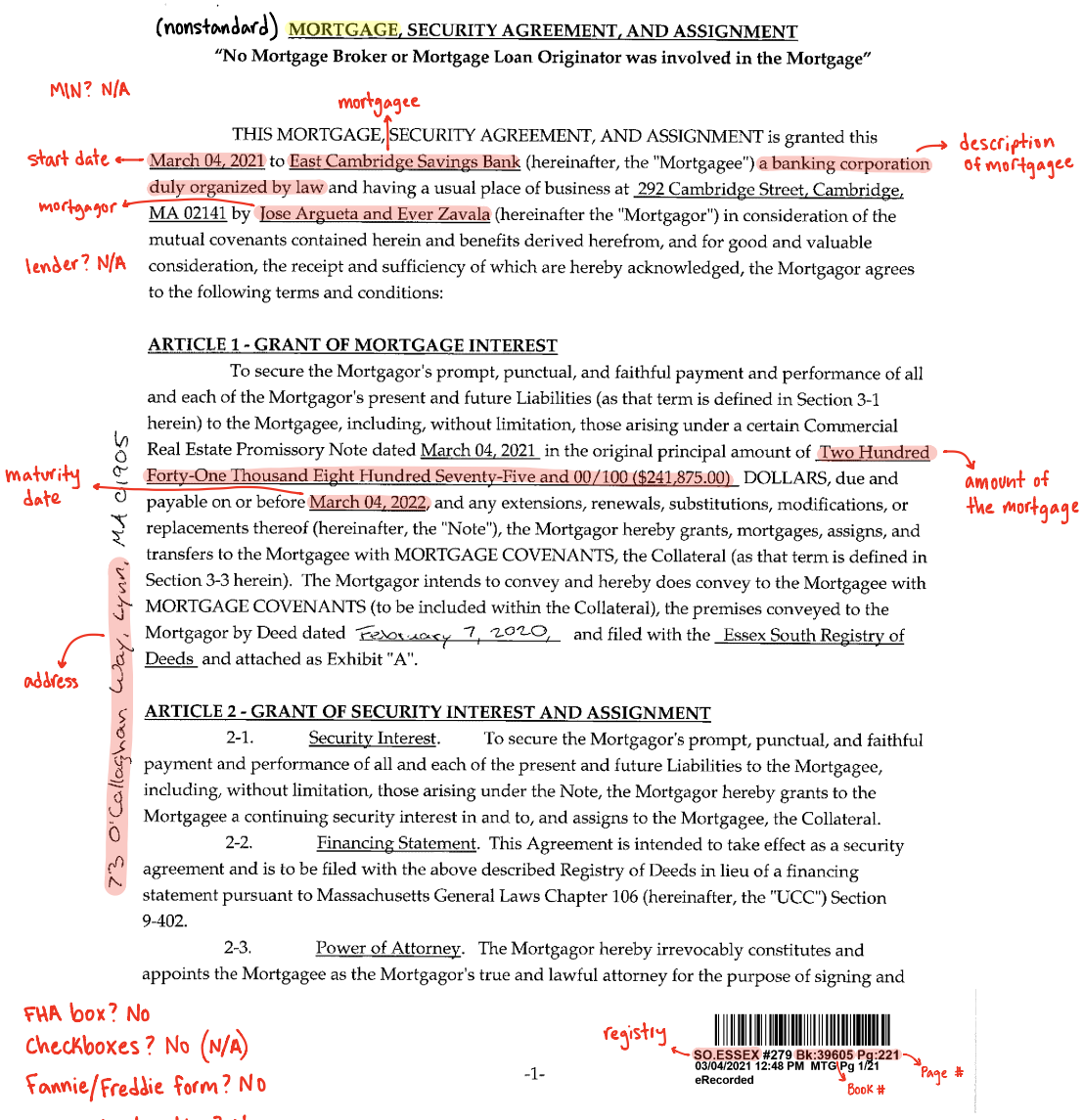
Present Holder of said Mortgage,
By its Attorneys,
ORLANS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
18-016014

Item: December 9, 16, 23, 2019

auctioneer license number? N/A

foreclosing law firm entity

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



(nonstandard) MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT

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

MIN? N/A

mortgagee

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

start date

description of mortgagee

mortgagor

lender? N/A

ARTICLE 1 - GRANT OF MORTGAGE INTEREST

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

maturity date

amount of the mortgage

73 O'Callaghan Way, Lynn, MA 01905

address

ARTICLE 2 - GRANT OF SECURITY INTEREST AND ASSIGNMENT

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

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

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

FHA box? No

Checkboxes? No (N/A)

Fannie/Freddie form? No

Interest only option? No

Any riders? No

Negative amortization? No

registry

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

Book #

Page #

-1-

(etc.)

67

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

Jose Argueta

Ever Zavala

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

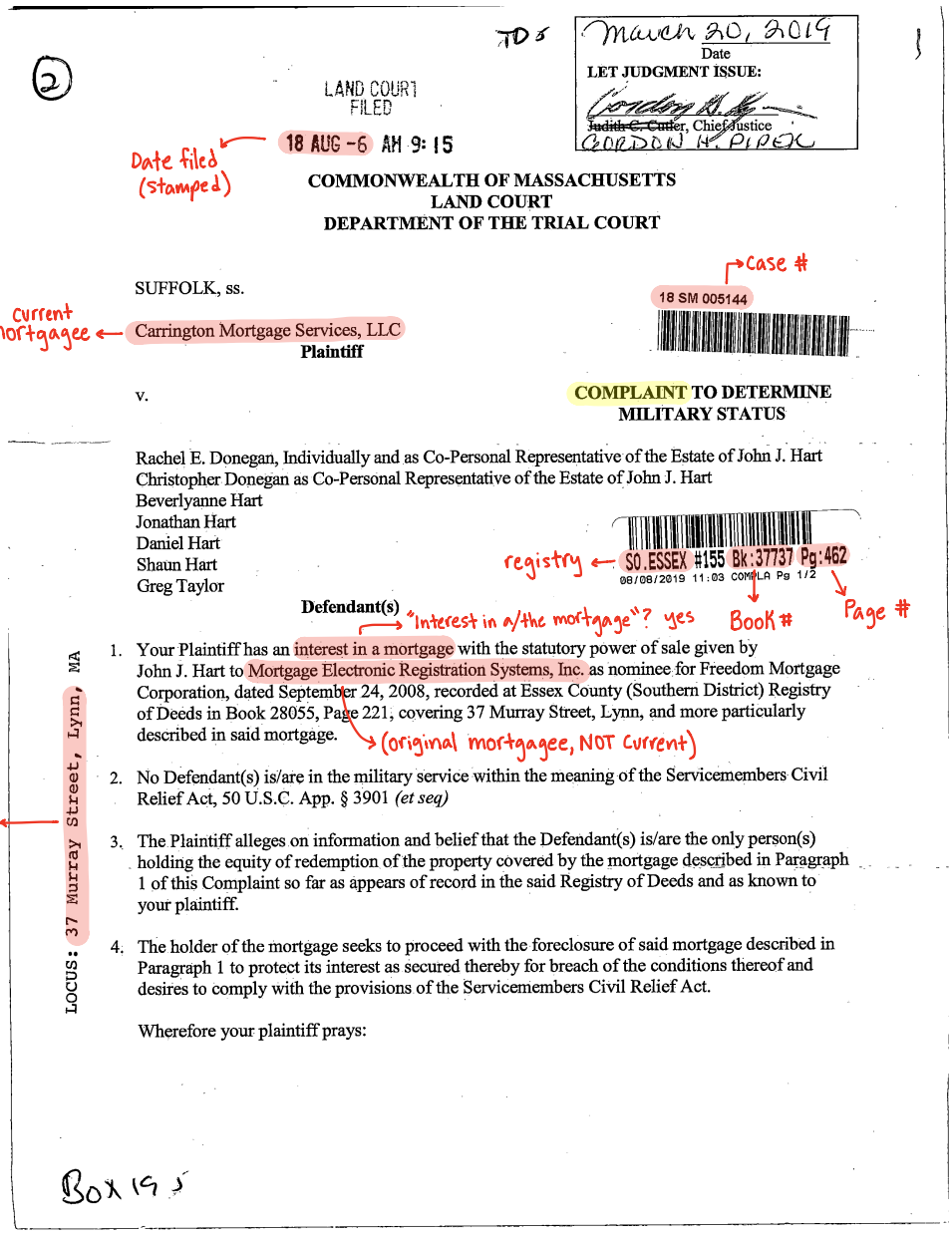
On this Fourth Day of March, 2021, before me, the undersigned notary public, personally appeared Jose Argueta and Ever Zavala, proved to me through satisfactory evidence of identification, which were drivers' licenses, to be the persons whose names are signed on the preceding or attached document, and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

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

John J. Vasapolli
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 27, 2026

-20-

Foreclosure Suite 2



TDS

March 20, 2019
Date
LET JUDGMENT ISSUE:
~~Judith C. Cutler~~, Chief Justice
GORDON H. PIPER

(2)

LAND COURT
FILED
Date filed (stamped) ← 18 AUG -6 AM 9:15

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

SUFFOLK, ss.

case # 18 SM 005144

current mortgagee ← Carrington Mortgage Services, LLC
Plaintiff

v.

COMPLAINT TO DETERMINE MILITARY STATUS

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

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

Defendant(s)

"Interest in a/the mortgage"? yes

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

Wherefore your plaintiff prays:

address ← LOCUS: 37 Murray Street, Lynn, MA

Box 19 ✓

1. For an order of notice ordering the defendant(s) to appear and answer this complaint if defendant(s) is/are now, or recently have been, in the active military service and claim the benefits of the Servicemembers Civil Relief Act.

2. For a judgment declaring that the Defendant(s) is/are not entitled to the benefits of the Servicemembers Civil Relief Act.

18 SM 005144

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

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

LAND COURT USE ONLY

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

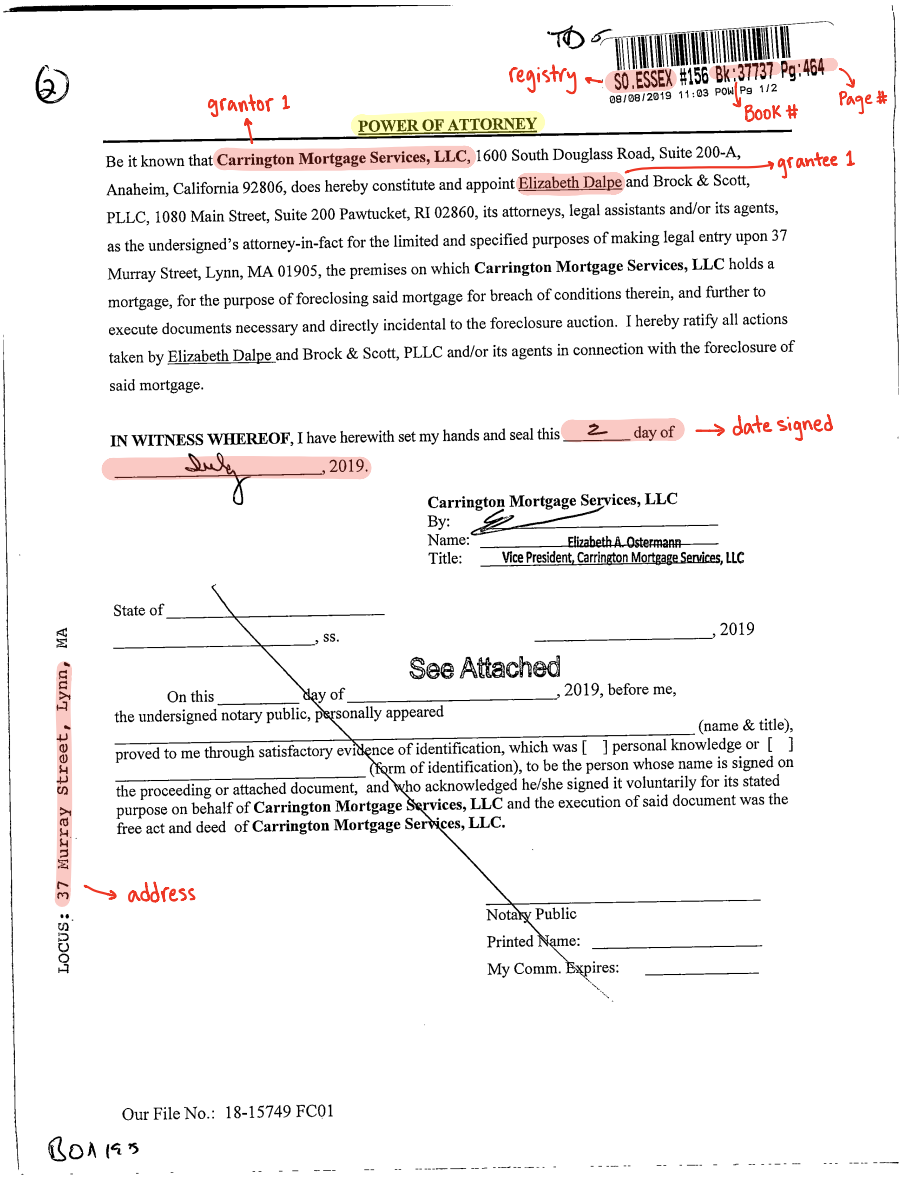
ORDERED and **ADJUDGED** that the Defendant(s) Defendant(s) is/are not entitled to the benefits of the Servicemembers Civil Relief Act, as of Feb. 20, 2019, the date of the allowance of Plaintiff's motion for judgment.

By the Court.
Attest:

(SEAL)

Deborah J. Patterson
Recorder

A TRUE COPY
ATTEST:
Deborah J. Patterson
RECORDER



(2)

registry → SO.ESSEX #156 Bk:37737 Pg:464 08/08/2019 11:03 POW Pg 1/2

Book # Page #

grantor 1

POWER OF ATTORNEY

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

grantee 1

IN WITNESS WHEREOF, I have herewith set my hands and seal this 2 day of July, 2019.

date signed

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

State of _____
_____, ss. _____, 2019

See Attached

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

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

LOCUS: 37 Murray Street, Lynn, MA

address

Our File No.: 18-15749 FC01

BOA 193

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

CALIFORNIA ALL – PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On __July 2nd, 2019__ before me, Kameron Thissell, Notary Public, personally appeared, _Elizabeth A Ostermann ___, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Kameron Thissell

KAMERON ADDISON THISSELL
Notary Public - California
Orange County
Commission # 2274299
My Comm. Expires Jan 5, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PoA - 4293

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)
☐ Corporate Officer

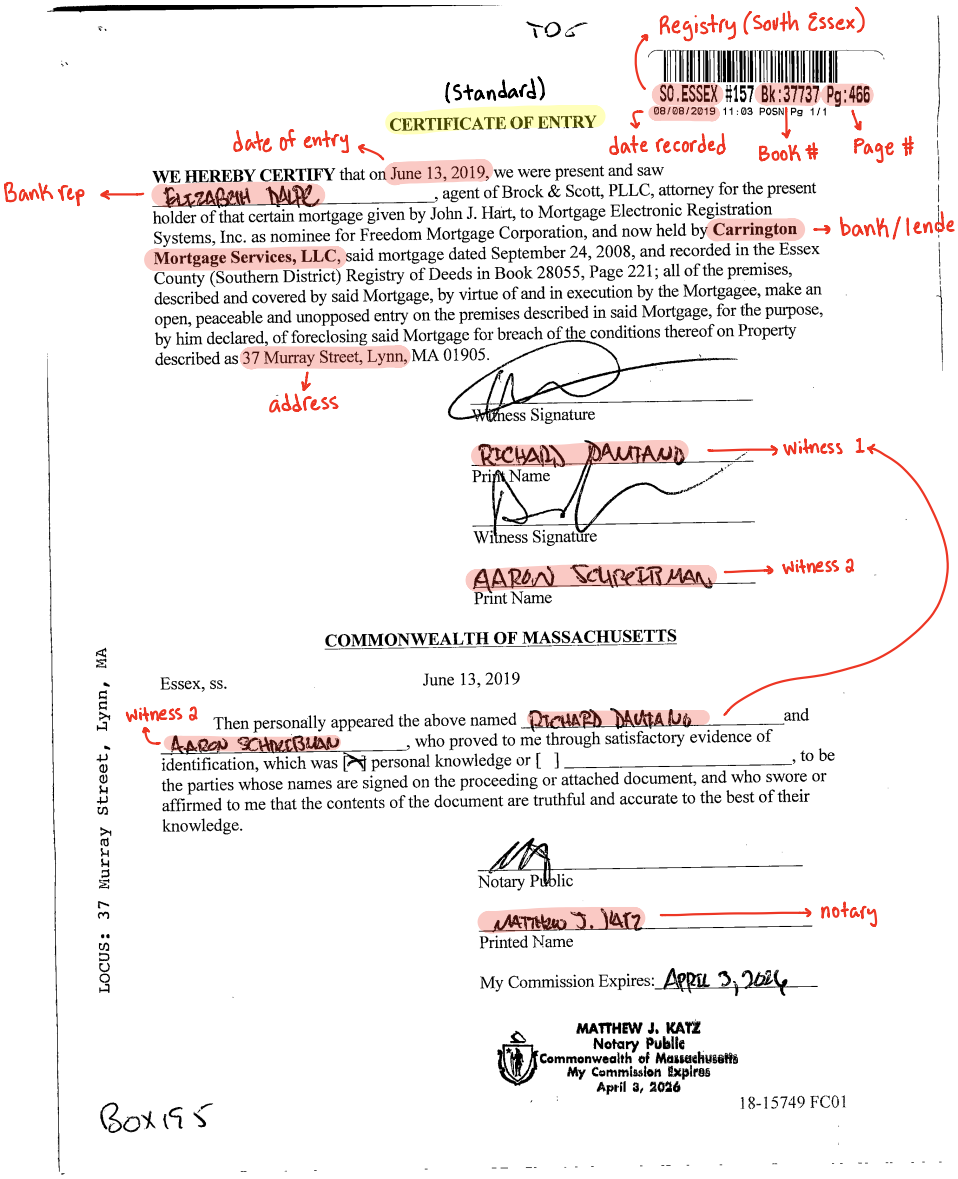
(Title)

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



TOC

Registry (South Essex)

SO.ESSEX #157 Bk:37737 Pg:466
08/08/2019 11:03 POSN Pg 1/1

date recorded Book # Page #

(Standard)

CERTIFICATE OF ENTRY

date of entry

WE HEREBY CERTIFY that on June 13, 2019, we were present and saw

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

address

Witness Signature

RICHARD DAUTANO → witness 1

Print Name

Witness Signature

AARON SCHREIBMAN → witness 2

Print Name

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. June 13, 2019

witness 2 ← AARON SCHREIBMAN

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

Notary Public

MATTHEW J. KATZ → notary

Printed Name

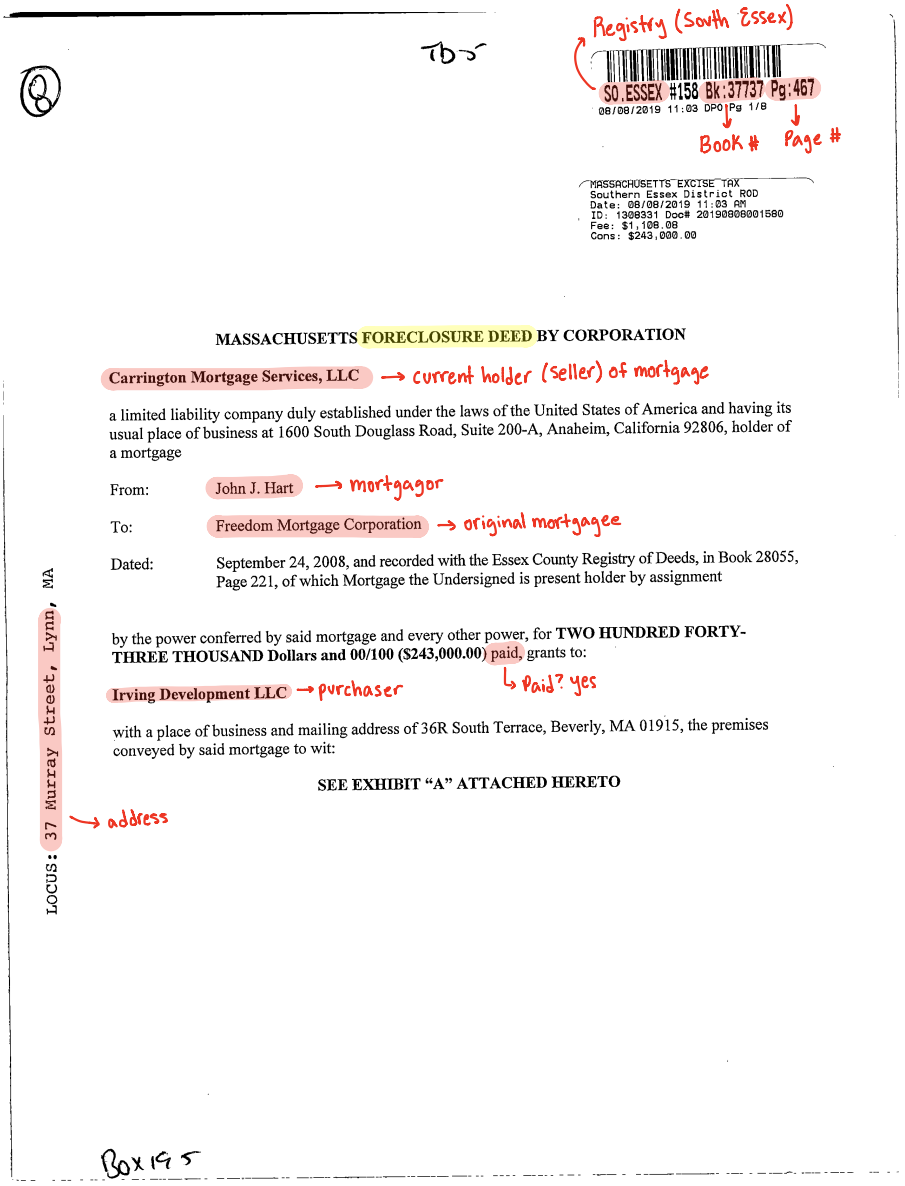
My Commission Expires: APRIL 3, 2026

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

18-15749 FC01

LOCUS: 37 Murray Street, Lynn, MA

Box 195



TD

Registry (South Essex)

SO.ESSEX #158 Bk:37737 Pg:467
08/08/2019 11:03 DPO Pg 1/8

Book # Page #

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 08/08/2019 11:03 AM
ID: 1308331 Doc# 20190808001580
Fee: $1,108.08
Cons: $243,000.00

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

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

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

From: John J. Hart → mortgagor

To: Freedom Mortgage Corporation → original mortgagee

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

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

↳ paid? yes

Irving Development LLC → purchaser

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

SEE EXHIBIT "A" ATTACHED HERETO

LOCUS: 37 Murray Street, Lynn, MA → address

Box 195

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

Carrington Mortgage Services, LLC
By: _____
Name: Elizabeth A. Ostermann → signer name
Title: Vice President, Carrington Mortgage Services, LLC → signer title, company

State of _____
_____, ss. _____, 2019.

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

See Attached

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

File No.: 18-15749

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

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

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

CALIFORNIA ALL – PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On __July 2nd, 2019__ before me, Kameron Thissell, Notary Public, personally appeared, _Elizabeth A Ostermann ___, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

KAMERON ADDISON THISSELL
Notary Public - California
Orange County
Commission # 2274299
My Comm. Expires Jan 5, 2023

Signature _____ (Seal)

Kameron Thissell

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

fc Ocn -493

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)
☐ Corporate Officer

(Title)

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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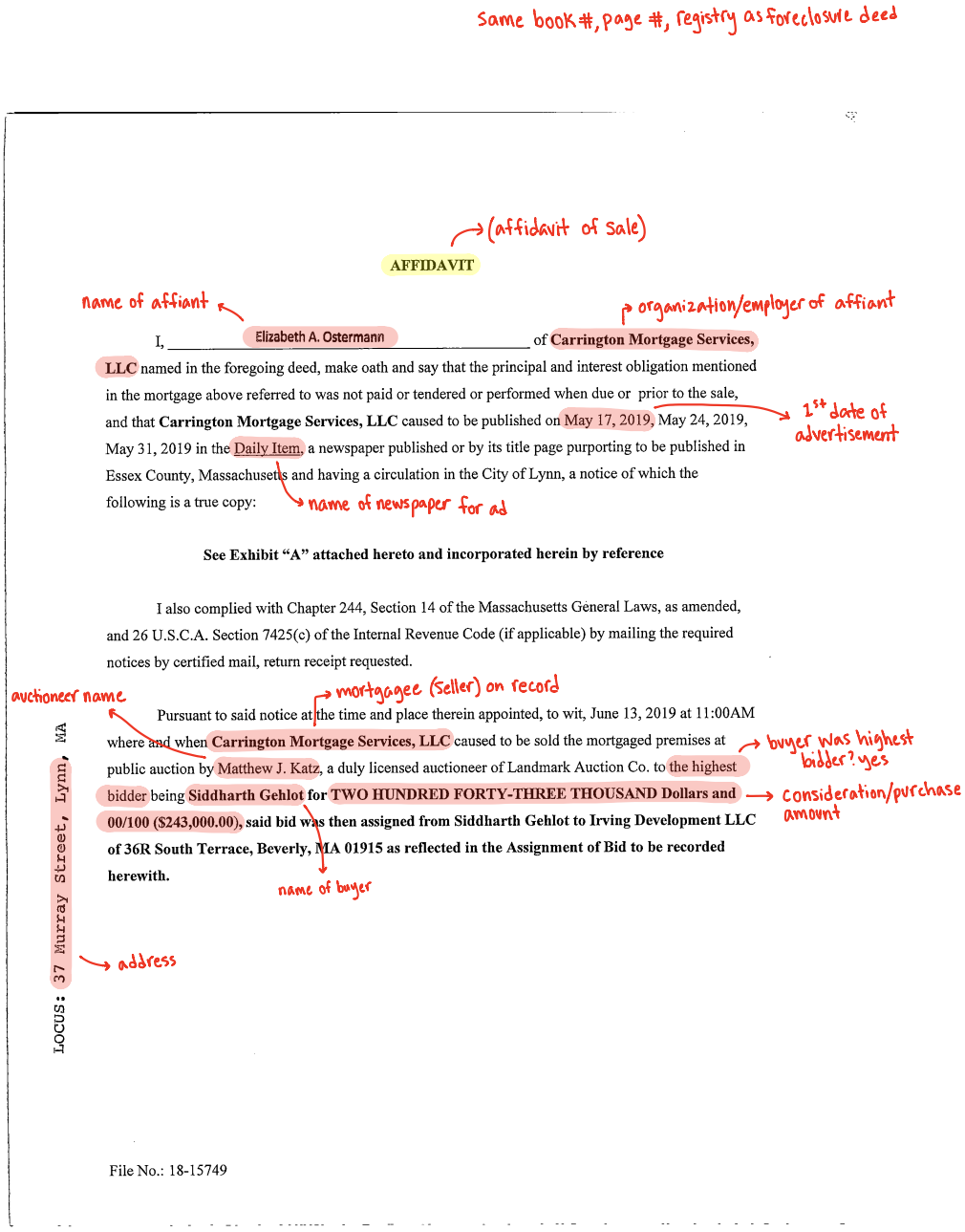
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

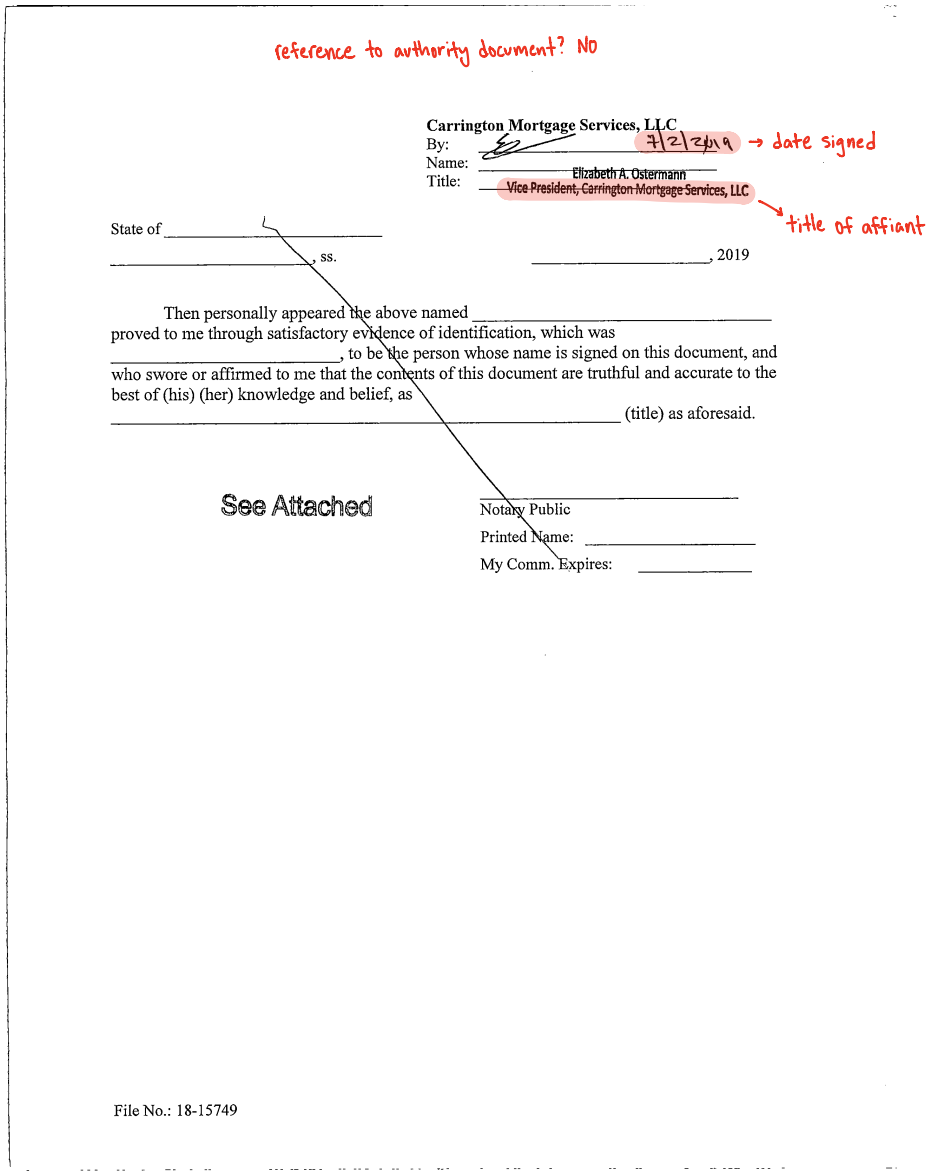
Exhibit "A"

Property Address: 37 Murray Street, Lynn, MA 01905

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

KNOWN AS: 37 MURRAY ST


same book #, page #, registry as foreclosure deed
(affidavit of sale)
AFFIDAVIT
name of affiant
organization/employer of affiant
I, Elizabeth A. Ostermann of Carrington Mortgage Services, LLC named in the foregoing deed, make oath and say that the principal and interest obligation mentioned in the mortgage above referred to was not paid or tendered or performed when due or prior to the sale, and that Carrington Mortgage Services, LLC caused to be published on May 17, 2019, May 24, 2019, May 31, 2019 in the Daily Item, a newspaper published or by its title page purporting to be published in Essex County, Massachusetts and having a circulation in the City of Lynn, a notice of which the following is a true copy:
1st date of advertisement
name of newspaper for ad
See Exhibit "A" attached hereto and incorporated herein by reference
I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, and 26 U.S.C.A. Section 7425(c) of the Internal Revenue Code (if applicable) by mailing the required notices by certified mail, return receipt requested.
auctioneer name
mortgagee (seller) on record
Pursuant to said notice at the time and place therein appointed, to wit, June 13, 2019 at 11:00AM where and when Carrington Mortgage Services, LLC caused to be sold the mortgaged premises at public auction by Matthew J. Katz, a duly licensed auctioneer of Landmark Auction Co. to the highest bidder being Siddharth Gehlot for TWO HUNDRED FORTY-THREE THOUSAND Dollars and 00/100 ($243,000.00), said bid was then assigned from Siddharth Gehlot to Irving Development LLC of 36R South Terrace, Beverly, MA 01915 as reflected in the Assignment of Bid to be recorded herewith.
buyer was highest bidder? yes
consideration/purchase amount
name of buyer
LOCUS: 37 Murray Street, Lynn, MA
address
File No.: 18-15749



reference to authority document? NO

Carrington Mortgage Services, LLC
By: _____ 7/2/2019 → date signed
Name: _____
Title: Elizabeth A. Ostermann Vice President, Carrington Mortgage Services, LLC → title of affiant

State of _____

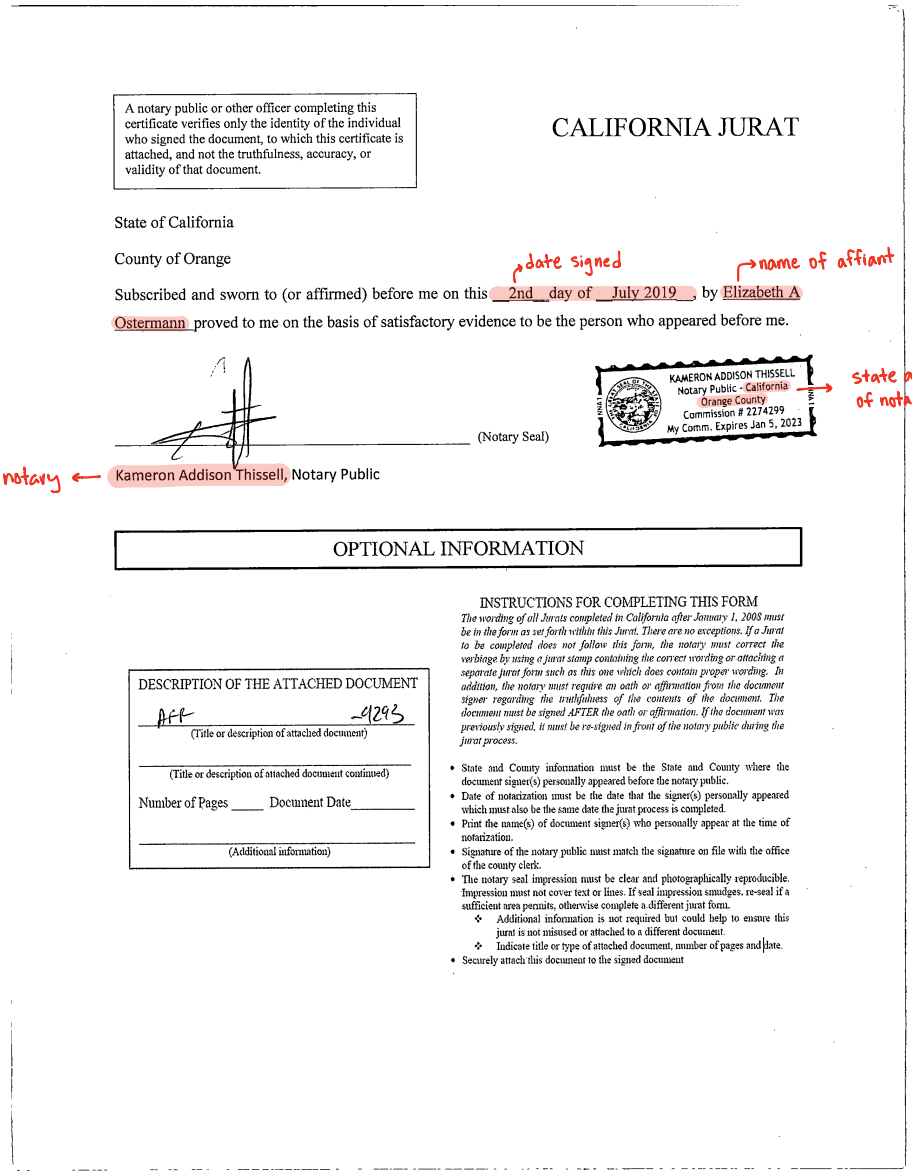
_____, ss. _____, 2019

Then personally appeared the above named _____
proved to me through satisfactory evidence of identification, which was
_____, to be the person whose name is signed on this document, and
who swore or affirmed to me that the contents of this document are truthful and accurate to the
best of (his) (her) knowledge and belief, as
_____ (title) as aforesaid.

See Attached

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

File No.: 18-15749



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

CALIFORNIA JURAT

State of California

County of Orange

date signed

name of affiant

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

(Notary Seal)

KAMERON ADDISON THISSELL
Notary Public - California
Orange County
Commission # 2274299
My Comm. Expires Jan 5, 2023

state and county of notarization

name of notary ← Kameron Addison Thissell, Notary Public

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Aff 4293
(Title or description of attached document)

(Title or description of attached document continued)

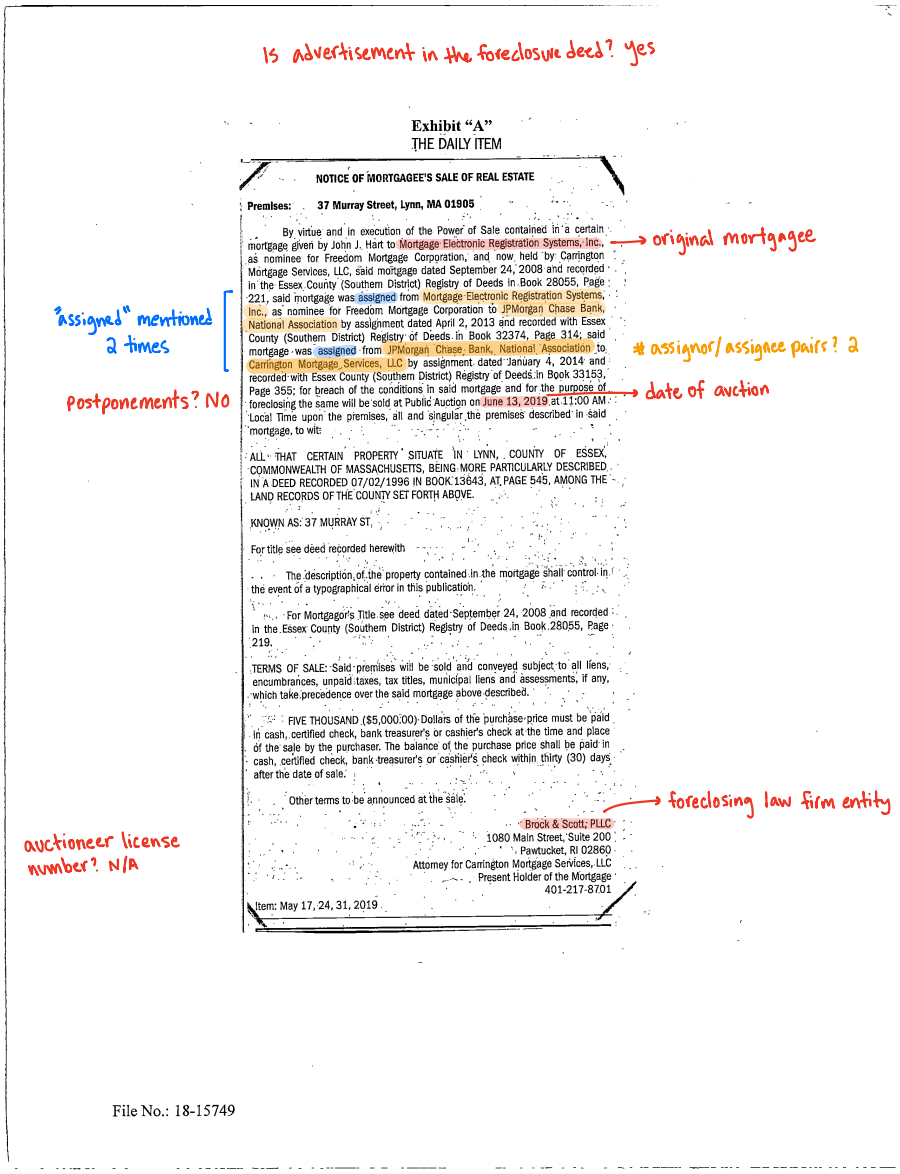
Number of Pages ____ Document Date____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



Is advertisement in the foreclosure deed? yes

Exhibit "A"
THE DAILY ITEM

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 37 Murray Street, Lynn, MA 01905

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

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

KNOWN AS: 37 MURRAY ST,

For title see deed recorded herewith

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

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

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

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

Other terms to be announced at the sale.

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

Item: May 17, 24, 31, 2019

File No.: 18-15749

original mortgagee

"assigned" mentioned 2 times

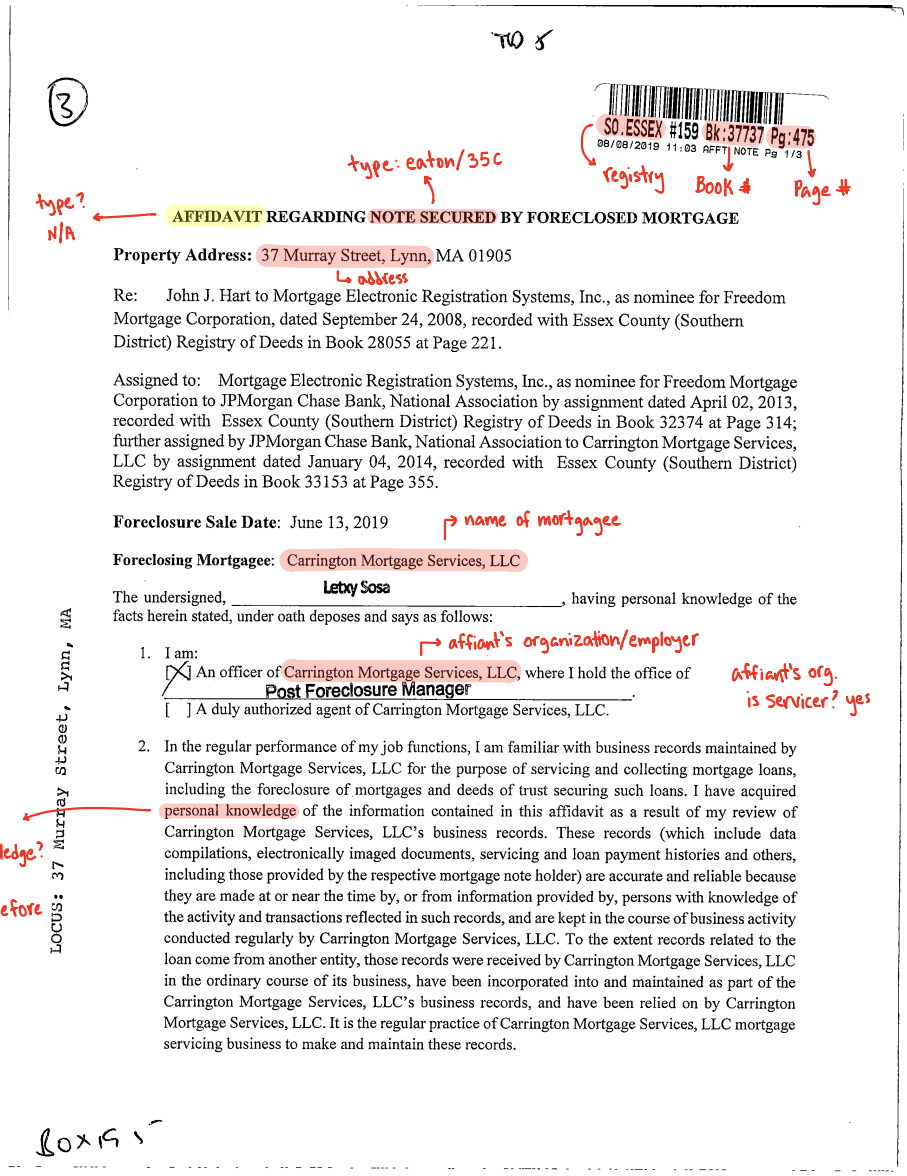
assignor/assignee pairs? 2

Postponements? No

date of auction

foreclosing law firm entity

auctioneer license number? N/A



TWO 5

(3)

SO.ESSEX #159 Bk:37737 Pg:475
08/08/2019 11:03 AFFT NOTE Pg 1/3

registry Book # Page #

type: eaton/35c

type? N/A

AFFIDAVIT REGARDING NOTE SECURED BY FORECLOSED MORTGAGE

Property Address: 37 Murray Street, Lynn, MA 01905

↳ address

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

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

Foreclosure Sale Date: June 13, 2019

↳ name of mortgagee

Foreclosing Mortgagee: Carrington Mortgage Services, LLC

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

↳ affiant's organization/employer

1. I am:
   [X] An officer of Carrington Mortgage Services, LLC, where I hold the office of Post Foreclosure Manager.
   [ ] A duly authorized agent of Carrington Mortgage Services, LLC.

affiant's org. is servicer? yes

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

LOCUS: 37 Murray Street, Lynn, MA

Personal knowledge? talk to an advocate before answering

Boxes

claims loan offered? No (N/A)

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

mortgagee claims note? yes

[X] the holder of the promissory note secured by the above mortgage.
[ ] the authorized agent of the holder of said promissory note.

4. Based upon my review of the business records of Carrington Mortgage Services, LLC, I certify that:
[X] the contractual notice of default was sent to the mortgagor(s) prior to July 17, 2015.
[ ] the contractual notice of default was sent to the mortgagor(s) after July 17, 2015, and strictly complies with the notice provision set forth in the terms of the subject mortgage.
[ ] Notice of default is not required pursuant to the terms of the subject mortgage

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

authority document referenced? No

Carrington Mortgage Services, LLC

By: _____
Name: Letty Sosa → name of affiant
Title: Post Foreclosure Manager → title of affiant

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2019

Then personally appeared the above named _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of (his) (her) knowledge and belief, as _____ (title) as aforesaid.

_____
Notary Public
My commission expires: _____

See Attached

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

CALIFORNIA JURAT

State of California

County of Orange

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

LISA NIX
Notary Public - California
Orange County
Commission # 2262150
My Comm. Expires Oct 11, 2022

State and county of notarization

(Notary Seal)

Lisa Nix
↳ name of notary

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit
(Title or description of attached document)

40004293
(Title or description of attached document continued)

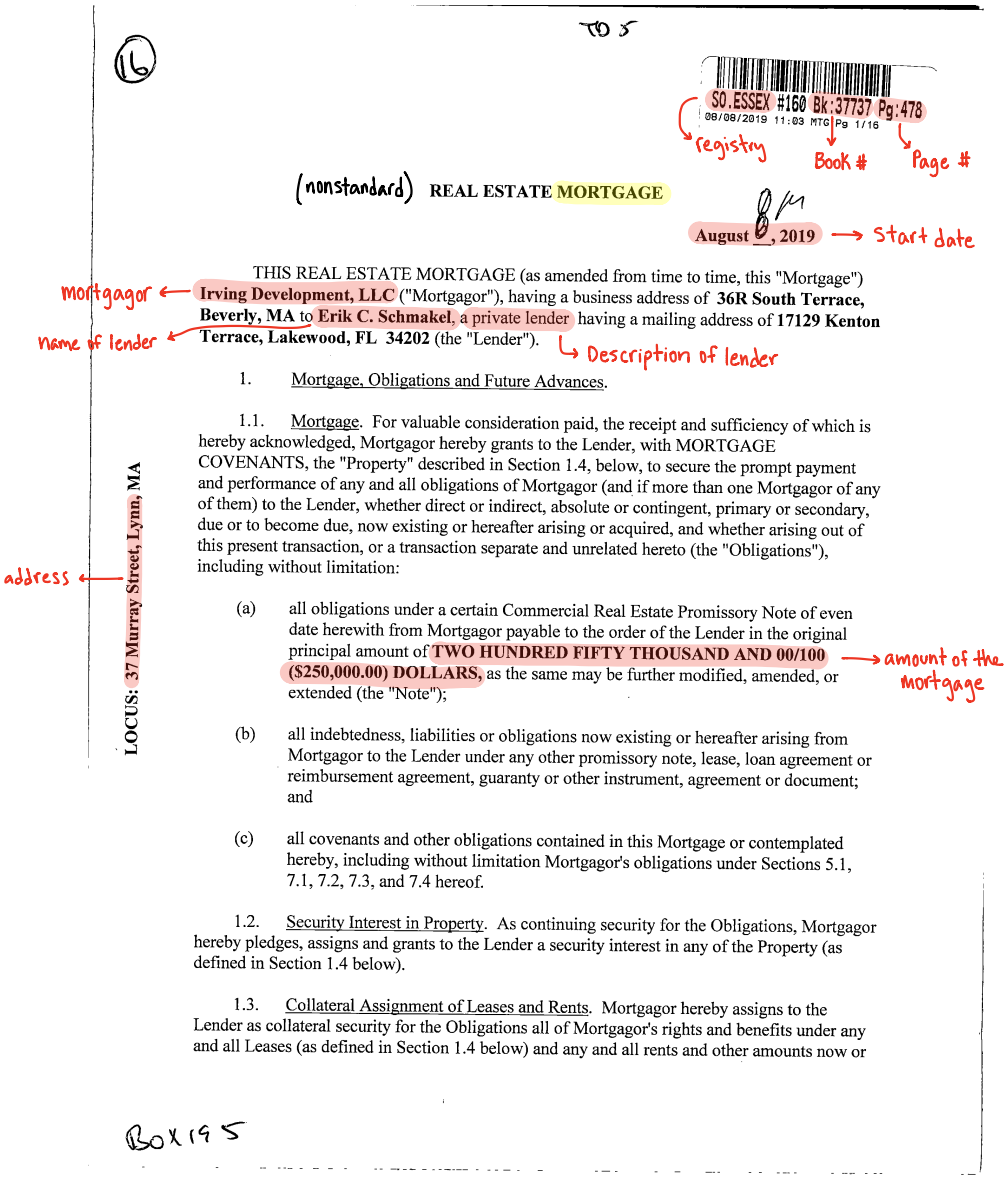
Number of Pages ____ Document Date ____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



TO 5

SO.ESSEX #160 Bk:37737 Pg:478
08/08/2019 11:03 MTG Pg 1/16

registry Book # Page #

(nonstandard) REAL ESTATE MORTGAGE

August 8, 2019 → start date

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

name of lender ← ↳ Description of lender

1. Mortgage, Obligations and Future Advances.

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

address ← LOCUS: 37 Murray Street, Lynn, MA

(a) all obligations under a certain Commercial Real Estate Promissory Note of even date herewith from Mortgagor payable to the order of the Lender in the original principal amount of TWO HUNDRED FIFTY THOUSAND AND 00/100 ($250,000.00) DOLLARS, as the same may be further modified, amended, or extended (the "Note"); → amount of the mortgage

(b) all indebtedness, liabilities or obligations now existing or hereafter arising from Mortgagor to the Lender under any other promissory note, lease, loan agreement or reimbursement agreement, guaranty or other instrument, agreement or document; and

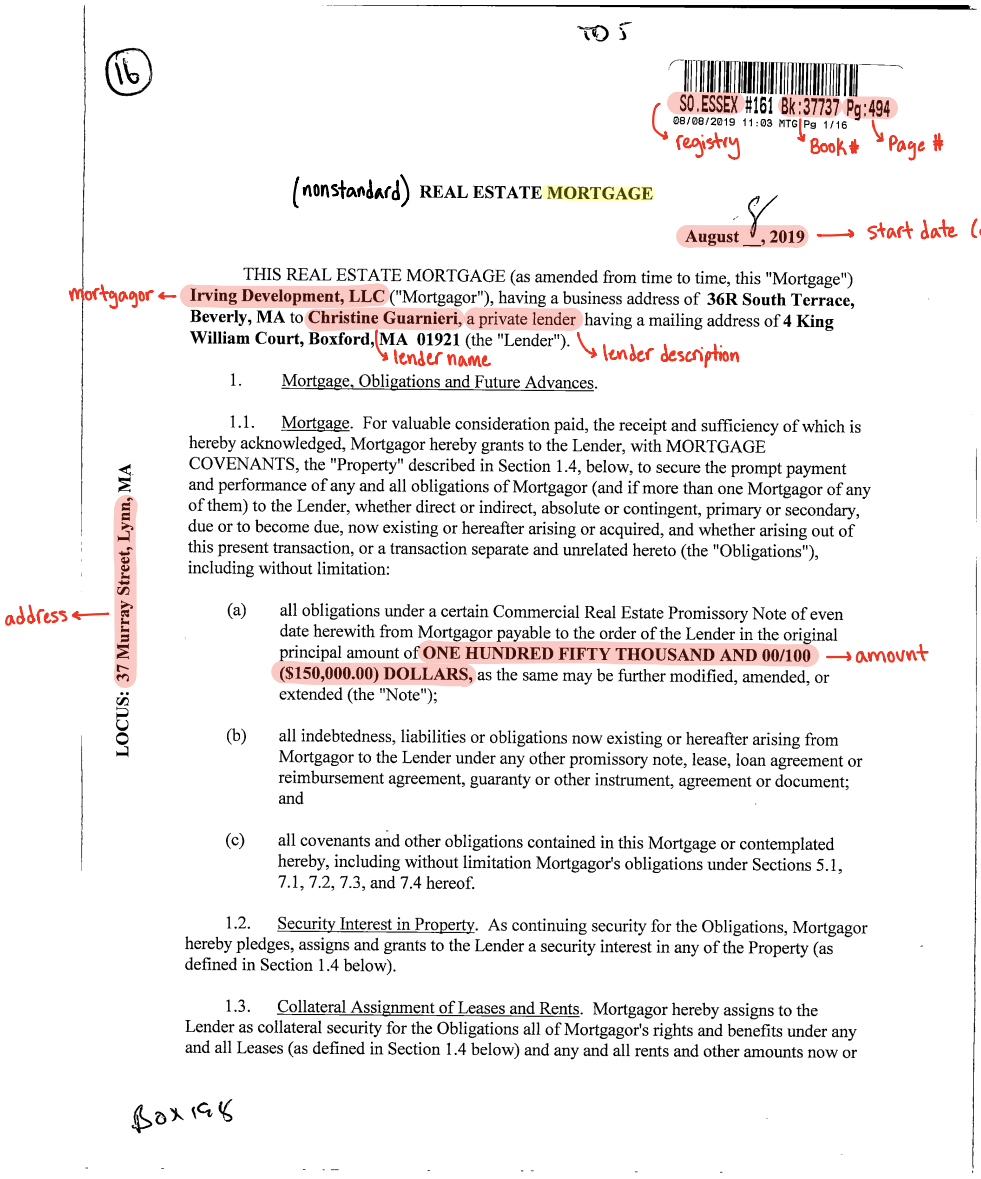
(c) all covenants and other obligations contained in this Mortgage or contemplated hereby, including without limitation Mortgagor's obligations under Sections 5.1, 7.1, 7.2, 7.3, and 7.4 hereof.

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

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

Box 195

(etc.)



to 5

16

SO.ESSEX #161 Bk:37737 Pg:494
08/08/2019 11:03 MTG Pg 1/16
registry Book # Page #

(nonstandard) REAL ESTATE MORTGAGE

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

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

1. Mortgage, Obligations and Future Advances.

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

address ← LOCUS: 37 Murray Street, Lynn, MA

(a) all obligations under a certain Commercial Real Estate Promissory Note of even date herewith from Mortgagor payable to the order of the Lender in the original principal amount of **ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS,** as the same may be further modified, amended, or extended (the "Note"); → amount

(b) all indebtedness, liabilities or obligations now existing or hereafter arising from Mortgagor to the Lender under any other promissory note, lease, loan agreement or reimbursement agreement, guaranty or other instrument, agreement or document; and

(c) all covenants and other obligations contained in this Mortgage or contemplated hereby, including without limitation Mortgagor's obligations under Sections 5.1, 7.1, 7.2, 7.3, and 7.4 hereof.

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

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

Box 196

(etc.)

VVVVV

TOS

(2)

SO.ESSEX #162 Bk:37737 Pg:510
08/08/2019 11:03 ASGT Pg 1/2
registry Book # Page #

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

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

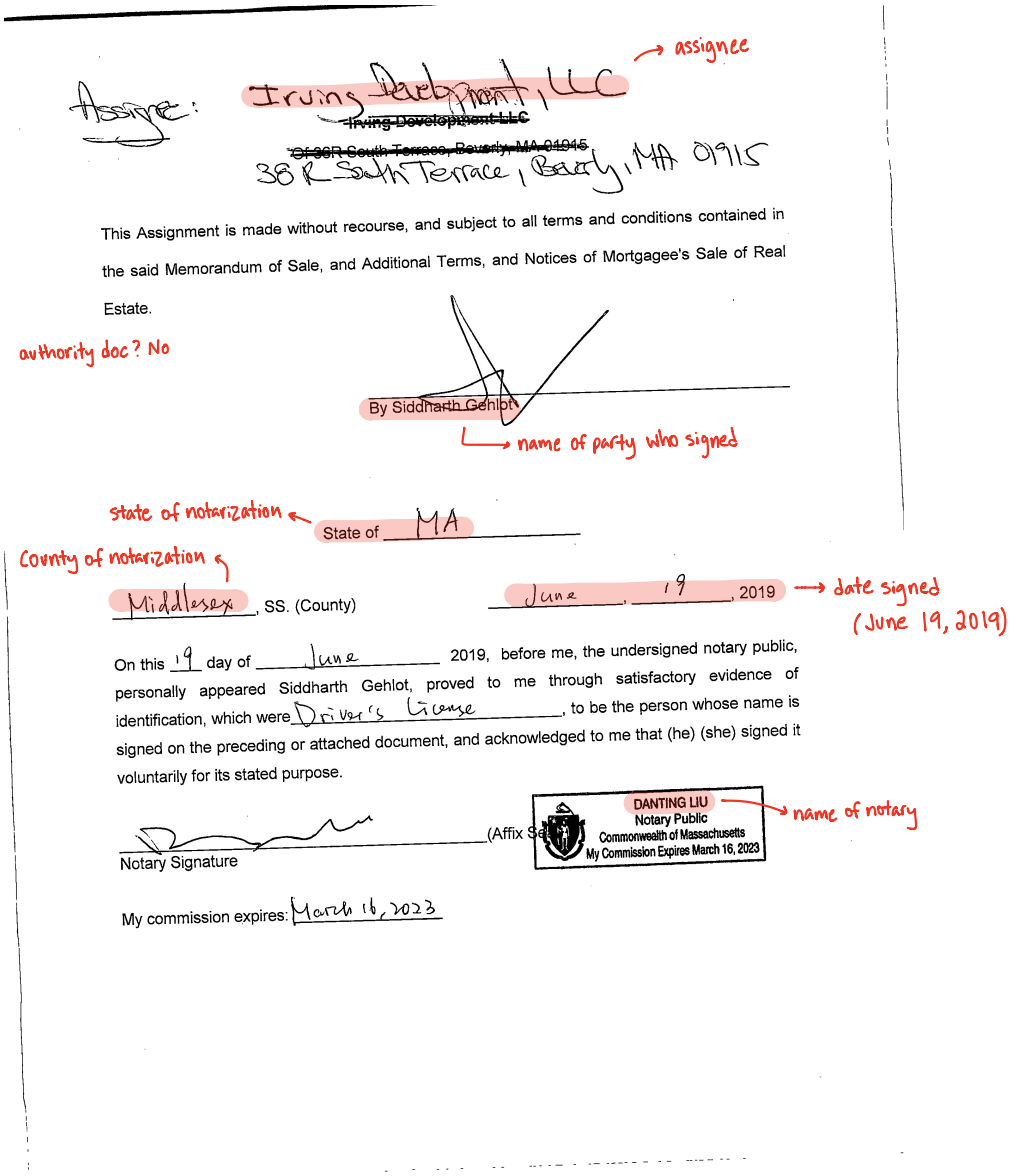
Middlesex ,ss. (County)

for value/consideration? yes ↖ ↱ name of assignor

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

LOCUS: 37 Murray Street, Lynn, MA

Boris



Assignee: Irving Development, LLC → assignee
~~Irving Development LLC~~
~~96-98 South Terrace, Beverly, MA 01915~~
38 R South Terrace, Beverly, MA 01915

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

authority doc? No

By Siddharth Gehlot
→ name of party who signed

state of notarization ← State of MA

County of notarization ↖

Middlesex, SS. (County)

June 19, 2019 → date signed (June 19, 2019)

On this 19 day of June 2019, before me, the undersigned notary public, personally appeared Siddharth Gehlot, proved to me through satisfactory evidence of identification, which were Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Signature (Affix Seal)

DANTING LIU
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 16, 2023
→ name of notary

My commission expires: March 16, 2023

Resources

Grace Ross, personal communication, April, 2021.

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

Appendix F: Authorship

Section	Primary Author(s)	Editor(s)
Abstract	Caitlin, Keval, Patrick, Sam	Caitlin, Keval, Patrick, Sam
Executive Summary	Caitlin, Keval, Patrick, Sam	Caitlin, Keval, Patrick, Sam
Introduction	Caitlin, Keval, Patrick, Sam	Caitlin, Keval, Patrick, Sam
Background Section 2.1	Caitlin	Keval, Patrick, Sam
Background Section 2.2	Sam	Caitlin, Keval, Patrick
Background Section 2.3	Patrick	Caitlin, Keval, Sam
Background Section 2.4	Caitlin, Keval, Patrick, Sam	Caitlin, Keval, Patrick, Sam
Methodology Section 3.1	Caitlin	Caitlin, Sam
Methodology Section 3.2	Caitlin	Caitlin, Sam
Methodology Section 3.3	Patrick, Sam	Caitlin, Patrick, Sam
Methodology Section 3.4	Keval	Caitlin, Patrick, Sam
Outcomes Section 4.1	Caitlin	Caitlin, Keval, Patrick, Sam
Outcomes Section 4.2	Sam	Caitlin, Keval, Patrick, Sam
Outcomes Section 4.3	Keval, Patrick	Caitlin, Keval, Patrick, Sam
Outcomes Section 4.4	Caitlin, Patrick, Sam	Caitlin, Keval, Patrick, Sam
Recommendations	Caitlin, Keval, Patrick, Sam	Caitlin, Keval, Patrick, Sam
Conclusions	Patrick	Caitlin, Keval, Sam
Appendix A	Caitlin, Keval, Patrick, Sam	Caitlin, Keval, Patrick, Sam
Appendix B	Patrick, Sam	
Appendix C	Patrick	
Appendix D	Sam	Caitlin
Appendix E	Caitlin	

Patrick and Keval collaborated on writing the user interface code. Sam wrote the database code and Python scripts to load data into the database.