



THE TOWN OF LIMINGTON

— P.O.Box 240, Limington, ME 04049 —



Tel: 207-637-2171 info@limingtonmaine.gov Fax: 207-637-3293

SELECTBOARD ON AIR NOVEMBER 16, 2023

Meeting Called to Order at 7:03 pm by Stanley Hackett.

Approval of meeting minutes for November 09, 2023.

Motion to approve meeting minutes for November 09, 2023 made by Tammy Ramsdell, second Stanley Hackett, approved.

Public hearing to be held tonight, November 16, 2023 directly following the Select board meeting at 7pm regarding proceeding with the mitigation of the dangerous building at 259 Hardscrabble Rd.

Approval of Warrants for Week #46:

Payroll Warrant #95:	\$28,997.68
Appropriations Warrant #96:	\$393,478.07
Week #46 Warrant #95 & 96 Total:	\$422,475.75

MSAD#6 \$342,665.09, Stryker (capital expenditure) \$25,000.00

Motion to approve Week #46 Warrants #95 & #96 made by Michael Barden second Tammy Ramsdell approved.

Purchase Order Requests:

PWD:

A request to pay State of Maine DEP 2023/2024 licensing fees: \$356.00.

A request to pay Good Year Commercial Tire for 12 ton trailer spare tire: \$409.89.

A request to pay Good Year Commercial Tire for rear snow tires for Tr 10: \$987.47.

A request to pay Rowe Ford for Tr 10 wipers and motor assembly: \$545.69.

A request to pay Allstates construction for paving over culvert on Mill Turn and Allen Hill Rd: \$9,000.00.

A request to pay Good year Commercial Tire for spares for chipper, hotbox and enclosed trailer: \$595.30.

A request to pay Good Year Commercial Tire for tire, balance and fuel charge for TR 14: \$828.70.

A request to pay Freightliner of Maine for valve assembly for Tr 11: \$333.61.

A request to pay SMPDC for admin fees: \$248.47.

A request to pay Kimball Midwest for switches, cleaners, clamps, pins: \$677.19

A motion to approve PWD POs made by Stanley Hackett second Tammy Ramsdell, approved.

FIRE/EMS:

A request to reimburses Dawn McAllister for continuing education: \$189.00.

A request to pay Clean O Rama for paper towels: \$77.08.

A request to pay Cornish Auto Parts for LED Conversion kit R2: \$94.99.

A request to pay Kimball for switches for Engine 7 and lightbar for EMS fly Car: \$206.25.

A motion to approve Fire/EMS POs made by Stanley Hackett second Tammy Ramsdell, approved

PARKS & REC:

A request to pay Willygoat LLC for swing set and see-saw for ballfields: \$7,000.00.

A request to reimburse Madison Moody for holiday craft supplies for aftercare: \$182.98.

A request to pay North East Heating to connect existing 2nd floor furnace to heating system: \$791.82.

A request to pay LP Murray for gravel for pickle ball courts (to come from Capital Improvements per Article 12 march 04, 2023 town meeting): \$9927.50.

A request to pay Steep Falls Building Supply for concrete lumber and screws for basketball hoops: \$154.39.

A motion to approve Parks & Rec POs made by Stanley Hackett second Tammy Ramsdell, approved

MUNICIPAL:

A Request to reimburse Corelogic for tax overpayment; \$1,891.53

A request to pay WB Mason for miscellaneous office supplies, pens, coffee, staples, markers: \$132.36

A motion to approve Municipal POs made by Stanley Hackett second Tammy Ramsdell, approved

DAVIS MEMORIAL LIBRARY:

A request to pay Baker & Taylor for Oct book order: \$446.23.

A motion to approve Davis Memorial Library PO made by Stanley Hackett second Tammy Ramsdell, approved.

CODE:

A request to pay Minute Man Press for Permits: \$59.17.

A motion to approve Code PO made by Stanley Hackett second Tammy Ramsdell, approved.

Old & New Business:

Motion to deposit checks from Wadsworth Lumber for the tree harvesting at town owned land on Rt 117 to the Capital Improvement Plan made by Michael Barden second Tammy Ramsdell, approved.

Site walk Limington Academy Gym: looking at building to see if we might be interested in purchasing, the Limington Academy Trustees have approached the town. We will present this to the people once we have gathered more information.

Reminder: the following roads are not maintained by the town from November, December, January, February, March, and April: Mill Turn Rd from the end of the pavement to Beaver Berry Rd, Sand Pond Rd from old Hollis Rd to Beaver Berry Rd, Beaver Berry Rd from horseshoe bend Road to Mill Tun Rd, Tucker Rd from Tucker Farm to Sleepy hollow turn around, and River Rd from the end of the pavement on the Rt 25 end and from the end of the pavement at the Rt 11 end.

Weekly Update on Select Board activities:

The new basketball and pickle ball courts are complete. A huge thank you to the PWD for getting this job completed this fall! Thank you to Madison Moody for moving this project forward.

Informational Bulletin:

Select Board office hours are Thursdays 4pm to 8pm. The on-air meeting time is Thursdays at 7pm.

There is no Select Board meeting Thursday November 23rd.

The Town Offices are closed Wednesday November 22, 2023 and also for the Thanksgiving Holiday Thursday & Friday November 23 & 24, 2023.

Nomination papers for the following positions will be available November 21st and must be returned by January 5, 2024:

Select Board/Assessor/Oversees: 1 position (3-year term)

Planning Board Members: 2 positions (3-year terms)

Davis Memorial Library Trustee: 1 position (5-year term)

Health Officer Position for 2024 is open: interested candidates should see the Select board, or send an email to Assistant@LimingtonMaine.gov. Interested candidates should have a medical background.

Transfer Station hours are Saturday and Sunday from 9 a.m. to 4 p.m. and Wednesday 12-4 p.m. **A Transfer Station sticker must be attached to your vehicle windshield for the disposal of ALL items.** 2024 Transfer Station Stickers will be available at the Town Office December 1, 2023 for \$20.00. No sticker is required to use the swap shop. The Transfer Station does NOT accept brush or yard clippings

Dog Registration is due by Dec 31st, \$6.00 for neutered dogs, \$11.00 for unneutered dogs. A late fee of \$25.00 will be imposed after Jan 31, 2024.

General Assistance Office is open on Wednesdays from 9-11am. Applications are available anytime from the Town Clerks office during their normal business hours. Applications must be filled out and accompanied with supporting documentation and must be signed.

Planning Board meets at the Municipal Complex on site the first and third Monday evenings at 7pm.

Parks & Rec Cards and Coffee is held at the Old Town Hall building every Wednesday from 9:30am -11:30am. Come meet some new folks, play some games. If you have questions or suggestions, please reach out to Madison Moody our Recreation Director at M.Moody@LimingtonMaine.gov

Outdoor Explorer Club is open, registration forms and more information can be found at the Municipal Office.

Basketball registration is open, registration forms and more information can be found at the Municipal Office.

Coastal Maine Botanical Gardens trip to Gardens Aglow is scheduled for Friday Dec 15, 2023. Tickets are \$55.00 and the bus leaves the Town Office at 2:00pm sharp, with a stop in Hollis and at McDonalds. Tickets are for the 5:30pm slot. Please contact Madison for additional information at M.Moody@LimingtonMaine.gov .

There will be a Holiday Light Competition, details will follow.

14TH Annual Boy Scouts Tree Lighting Event: November 26th, set up at 3:15pm. event from 4-5:30pm. This year the scouts are trying to fill a truck with non-perishable food donations, please bring a donation and help them reach their goals!

Horne Pond Fishing Derby: Derby is scheduled for February 10, 2024 with a weather date of February 24, 2024. Mark your calendars!

Open to the Public:

Bonnie Lord Laughlin: Did you say how much the check was for the tree harvesting?

Stanley Hackett: \$2,700 with more expected.

Michael Barden: Weight and quality affect the value, Kevin from Wadsworth said \$7,000-\$14,000.

Bonnie: expect around the same amounts can be expected. And this is going to the capital Fund to be held for...

Michael Barden: to the capital fund to pay for the survey of the land, which will then be subdivided so we can sell it to help offset the cost of the Revaluation when we do it.

Bonnie: so it will stay in the capital fund specifically for this?

Michael Barden: Yes

Mrs. Burgess: Explain ARPA Funds for the EMS Fly car, the price differences

Stanley Hackett: Original purchase price was up to \$15,000. The car is for responding to mutual aid calls in other towns without having to use our rescue and then have that vehicle take out of service.

Mrs. Burgess: What about the old sheriff's car?

Stanley Hackett: That is being used as the Command Car, to seal and do traffic control at scenes.

Mrs. Burgess: So that vehicle is unavailable to use? What is happening to the Ambulance? Who uses the EMS car?

Stanley Hackett: EMS uses the car, the new ambulance is on order and due anytime.

Mrs. Brurgess: Bothered by the conversation stating that the vehicle is "Ford Explorer" and removing other vehicle choices.

Stanley Hackett: This also carries medical supplies to the scene that must be secured.

Mrs. Burgess: I'm just not sure it is the best use of the ARPA Funds.

Stanley Hackett; the funds must be used for fire/EMS for community use, or Parks & Rec for community use.

Mrs. Burgess: What is the first responder liability if in their own cars? Can't they use their own vehicle?

Stanley Hackett: EMS must keep control of their meds and supplies, this is one way to secure and control where and what they are used for during the intercept responses.

Mrs. Burgess: What about a utility vehicle?

Stanley Hackett: a utility vehicle has a different use.

Mrs. Burgess: Will we need to purchase a utility vehicle in the future.

Stanley Hackett: Working with FAC to plan 5 year expenditures.

Mrs. Burgess: Would like to have seen us purchase a utility vehicle.

Stanley Hackett: the chief is looking into renovating an older ambulance for a utility vehicle.

Joyce Foley: PLDB gave Betsy the proposed referendum questions for the March own Meeting. Resubmitted the extraction for consideration. Emil is working on writing the cistern portion for the Dec 4th public hearing.

We now proceed with the opening the public hearing regarding 259 Hardscrabble Rd to be declared a Dangerous Building”

Stanley Hackett recuses himself.

Residents speak about issues

Mortgage Rep speaks about steps being taken to move forward with foreclosure

Attorney’s speak bout next steps

Outside steps to be removed from garage for safety

Discussion about time frame for final vote to enable moving forward as quickly as possible.

*** Please go to SRCTV.org for the full hearing***

*** Please see attachments for additional information provided by Mortgage Rep and attorney’s***

Motion to close the public hearing at 8:21pm made by Stanley Hackett second Michael Barden, motion passes. Public potion of meeting closed.

Michael Barden and Tammy Ramsdell discuss building falling under the following terms:

Structurally unsafe, unsanitary, Hazard to health, hazard to safety due to dilapidation/abandonment and come to the following motion:

Motion to delay the vote for 2 weeks (November 30, 2023) on 259 Hardscrabble Rd while documentation is reviewed made by Michael Barden second Tammy Ramsdell, motion passes.

Ben (Jensen & Baird, tow Attorney): will draw up the paperwork to proceed with the order and the Town can edit as needed.

Michael Barden and Tammy Ramsdell thank all the residents who attended and have this evening and added their valuable input to the meeting.

Stanley Hackett reiterates the decision has been tabled until November 30, 2023 to allow he attorney’s additional time to proceed.

Motion to Adjourn at 8:29 pm made by Michael Barden second Tammy Ramsdell, adjourned.

Stanley Hackett, Chair

Michael Barden III

Tammy Ramsdell

§2851. Dangerous buildings

The municipal officers in the case of a municipality or the county commissioners in the case of the unorganized or deorganized areas in their county may after notice pursuant to section 2857 and hearing adjudge a building to be a nuisance or dangerous, in accordance with subsection 2-A, and may make and record an order, in accordance with subsection 3, prescribing what disposal must be made of that building. The order may allow for delay of disposal if the owner or party in interest has demonstrated the ability and willingness to satisfactorily rehabilitate the building. If an appeal pursuant to section 2852 is not filed or, if an appeal pursuant to section 2852 is filed and the Superior Court does not order, stay or overturn the order to dispose of the building, the municipal officers or the county commissioners shall cause the nuisance to be abated or removed in compliance with the order. After recording an attested copy of the notice required by section 2857 in the registry of deeds located within the county where the building is situated, the municipality or the county may seek a writ of attachment of the property on which the building is located in accordance with Title 14, chapter 507 and the Maine Rules of Civil Procedure. [PL 2019, c. 557, §1 (AMD).]

For the purposes of this subchapter, "building" means a building or structure or any portion of a building or structure or any wharf, pier, pilings or any portion of a wharf, pier or pilings thereof that is or was located on or extending from land within the boundaries of the municipality or the unorganized or deorganized area, as measured from low water mark, and "parties in interest" has the same meaning as in Title 14, section 6321. [PL 2017, c. 136, §1 (NEW).]

1. Notice.

[PL 2017, c. 136, §1 (RP).]

2. Notice; how published.

[PL 2017, c. 136, §1 (RP).]

2-A. Standard. To adjudge a building to be a nuisance or dangerous, the municipal officers or county commissioners must find that the building is structurally unsafe, unstable or unsanitary; constitutes a fire hazard; is unsuitable or improper for the use or occupancy to which it is put; constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; or is otherwise dangerous to life or property.

[PL 2017, c. 136, §1 (NEW).]

3. Recording of the order. An order made by the municipal officers or county commissioners under this section must be recorded by the municipal or county clerk, who shall cause an attested copy to be served upon the owner and all parties in interest in the same way service of process is made in accordance with the Maine Rules of Civil Procedure. If the name or address cannot be ascertained, the clerk shall publish a copy of the order in the same manner as provided for notice in section 2857.

[PL 2017, c. 136, §1 (AMD).]

4. Proceedings in Superior Court. In addition to proceedings before the municipal officers or the county commissioners, the municipality or the county may seek an order of demolition by filing a complaint in the Superior Court situated in the county where the building is located. The complaint must identify the location of the property and set forth the reasons why the municipality or the county seeks its removal. Service of the complaint must be made upon the owner and parties in interest in accordance with the Maine Rules of Civil Procedure. After hearing before the court sitting without a jury, the court shall issue an appropriate order and, if it requires removal of the building, it shall award costs as authorized by this subchapter to the municipality or the county. The municipality or the county may petition the court for a writ of attachment of the property on which the building is located in accordance with Title 14, chapter 507 and the Maine Rules of Civil Procedure. Appeal from a decision of the Superior Court is to the law court in accordance with the Maine Rules of Civil Procedure.

[PL 2019, c. 557, §2 (AMD).]

SECTION HISTORY

PL 1965, c. 284 (RPR). PL 1967, c. 401, §1 (AMD). PL 1973, c. 143, §1 (AMD). PL 1979, c. 27, §§1-3 (AMD). PL 1997, c. 6, §1 (AMD). PL 2017, c. 136, §1 (AMD). PL 2019, c. 557, §§1, 2 (AMD).

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§2852. Appeal; hearing

An appeal from a decision of the municipal officers or county commissioners under section 2851 or section 2856 must be to the Superior Court, pursuant to the provisions of the Maine Rules of Civil Procedure, Rule 80B. [PL 2017, c. 136, §2 (AMD).]

SECTION HISTORY

PL 1965, c. 284 (RPR). PL 1979, c. 27, §4 (RPR). PL 1997, c. 6, §2 (AMD). PL 2017, c. 136, §2 (AMD).

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§2853. Recovery of expenses

All expenses incurred by a municipality or county related to an order issued under section 2851, including, but not limited to, expenses relating to the abatement or removal of a building, must be repaid to the municipality or county by the owner within 30 days after demand, or a special tax may be assessed by the assessors against the land on which the building was located for the amount of the expenses and that amount must be included in the next annual warrant to the tax collector of the municipality or county for collection and must be collected in the same manner as other state, county and municipal taxes are collected. [PL 2017, c. 136, §3 (AMD).]

In the case of any claim for expenses incurred in the abatement or removal of any wharf, pier, pilings or any portion thereof that extends beyond the low water mark, the special tax authorized by this section must apply to the land from which the wharf, pier or pilings extended or to which they were adjacent, if the owner of the land is also the owner of the wharf, pier, pilings or portion thereof. [PL 2017, c. 136, §3 (AMD).]

Expenses include, but are not limited to, the costs of title searches, location reports, service or process, reasonable attorney's fees, costs of removal of the building, any costs incurred in securing the building pending its removal and all other costs incurred by the municipality or county that are reasonably related to the removal of the building. In addition to levying a special tax, the municipality or county may recover its expenses, including its reasonable attorney's fees, by means of a civil action brought against the owner. [PL 2017, c. 136, §3 (AMD).]

SECTION HISTORY

PL 1965, c. 284 (RPR). PL 1967, c. 401, §2 (AMD). PL 1973, c. 143, §2 (AMD). PL 1977, c. 707, §§5-A (AMD). PL 1979, c. 27, §5 (AMD). PL 2017, c. 136, §3 (AMD).

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§2856. Securing dangerous buildings

In addition to other proceedings authorized by this subchapter, a municipality has the right to secure buildings that pose a serious threat to the public health and safety and to recover its expenses in so doing as provided in section 2853. If a building is secured under this section, notice in accordance with section 2857 must be given. This notice need not be given before securing the building if the threat to the public health and safety requires prompt action. [PL 2017, c. 136, §4 (AMD).]

SECTION HISTORY

PL 1979, c. 27, §6 (NEW). PL 2017, c. 136, §4 (AMD).

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§2857. Notice; recording

Notice required under section 2851 or section 2856 must be served on the owner and parties in interest in the same way service of process is made in accordance with the Maine Rules of Civil Procedure. When the name or address of an owner or party in interest is unknown or is not ascertainable with reasonable diligence, the notice must be published once a week for 3 successive weeks prior to the date of hearing in a newspaper generally circulated in the county, or if none, in the state paper. [PL 2017, c. 136, §5 (NEW).]

The municipal or county clerk shall cause an attested copy of the notice to be recorded in the Registry of Deeds located within the county where the building is situated. Recording of this notice puts any person claiming under the owner of a building subject to proceedings under this subchapter on notice of the pendency of the proceedings. [PL 2017, c. 136, §5 (AMD).]

SECTION HISTORY

PL 1979, c. 27, §6 (NEW). PL 2017, c. 136, §5 (AMD).

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§2858. Consent to removal

The owner or a party in interest of a dangerous building may consent to its removal and to the recovery of the expenses incurred by a municipality or county by means of a special tax as set forth in this subchapter. Notices of the consent must be recorded in the Registry of Deeds located in the county where the building is situated. [PL 2017, c. 136, §6 (AMD).]

SECTION HISTORY

PL 1979, c. 27, §6 (NEW). PL 2017, c. 136, §6 (AMD).

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§2859. Summary process

In cases involving an immediate and serious threat to the public health, safety or welfare, in addition to any other remedies, a municipality or a county may obtain an order of demolition by summary process in Superior Court, in accordance with this section. [PL 2019, c. 557, §3 (AMD).]

1. Commencement of action. A municipality, acting through its building official, code enforcement officer, fire chief or municipal officers, or the county commissioners shall file a verified complaint setting forth such facts as would justify a conclusion that a building is dangerous, as described in section 2851, and shall state in the complaint that the public health, safety or welfare requires the immediate removal of that building. The municipality or the county may seek a writ of attachment of the property on which the building is located in accordance with Title 14, chapter 507 and the Maine Rules of Civil Procedure. [PL 2019, c. 557, §4 (AMD).]

2. Order of notice. Whenever a complaint is filed under this section, the justice before whom it is brought, acting ex parte, shall promptly issue an order:

A. Requiring the owner and all parties in interest to appear and show cause why the building should not be ordered demolished; [PL 2017, c. 136, §8 (AMD).]

B. Specifying the method of service of the order and the complaint; [PL 1981, c. 43 (NEW).]

C. Setting a time and place for hearing the complaint, which shall be the earliest possible time but not be later than 10 days from the date of filing; and [PL 1981, c. 43 (NEW).]

D. Fixing the time for filing an answer to the complaint if the court determines that an answer is required. [PL 1981, c. 43 (NEW).]

[PL 2017, c. 136, §8 (AMD).]

3. Enlargement of time; default. The court may for good cause shown enlarge the time for the hearing. If the owner or parties-in-interest, or any of them, fail to answer, if an answer is required, or fail to appear as directed, or to attend the hearing at the time appointed or as enlarged, the court shall order a default judgment to be entered with respect to the owner or parties-in-interest. [PL 1981, c. 43 (NEW).]

4. Hearing. After hearing, the court shall enter judgment. If the judgment requires removal of the building, the court shall award costs to the municipality or the county as authorized by this subchapter. The award of costs may be contested and damages sought in a separate action to the extent permitted by subsection 7.

[PL 2019, c. 557, §5 (AMD).]

5. Appeal. A judgment requiring demolition issued pursuant to this section may not be appealed. The owner of a building that is the subject of an order issued under this section or a party in interest may appeal the award of costs, if any, or seek damages for wrongful removal pursuant to subsection 7. [PL 2017, c. 136, §9 (AMD).]

6. Stay. No judgment authorizing demolition may be stayed pending appeal, unless the court first determines that granting a stay would not pose a significant risk to the public health, safety or welfare. [PL 1981, c. 43 (NEW).]

7. Damages. Any complaint that either seeks damages for the wrongful removal of a building or challenges the award of costs must be filed no later than 30 days from the date of the judgment or order that is the subject of the appeal. The damages that may be awarded for wrongful demolition are limited to the actual value of the building at the time of its removal. The provisions of Title 14, section 7552 do not apply. If the municipality or the county prevails, the court may award it its costs in defending any appeal, which may include, but are not limited to, reasonable attorney's fees.

[PL 2019, c. 557, §6 (AMD).]

SECTION HISTORY

PL 1981, c. 43 (NEW). PL 1995, c. 450, §6 (AMD). RR 2007, c. 2, §5 (COR). PL 2017, c. 136, §§7-10 (AMD). PL 2019, c. 557, §§3-6 (AMD).

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L.S.

STATE OF MAINE
YORK, ss.

PROBATE COURT
LOCATION: ALFRED
DOCKET NO: 2023-0593

POWERS OF APPOINTMENT

In re: Estate of Cheryl L. Cote

Deceased

This matter came before the Court on November 14, 2023, and Benjamin P. Campo, Jr., Esq. was appointed Special Administrator of the Estate of Cheryl L. Cote and the Court further ORDERS that, while not a limitation, the Special Administrator shall have all powers and duties as set forth in Title 18 M.R.S. § 3-617. To include the ability to work with the foreclosing first lien holder in whichever way the Special Administrator sees fit, including but not limited to, being substituted into the law suit pending to foreclose the first mortgage lien, 2:23-cv-00302-JAW, to Consent to the Foreclosure and Sale and the issuance of a Writ of Possession and to seek appointment as the Receiver of the Property if necessary to protect and maintain the property. Further, to remove any and all occupants of the property, or to market and sell the relevant property at 259 Hardscrabble Road, Limington, Maine 04049. Further, the Special Administrator shall use commercially reasonable methods if the Special Administrator sells the property (or there is an excess from the foreclosure sale) and distribute the net available funds to heirs (if any) after paying debts not extinguished by the foreclosure.

This Order is incorporated into the docket by reference pursuant to M.R. Prob. P. 79(a), M.R. Civ. P. 79(a), and at the specific direction of the Court.

STATE OF MAINE
YORK, ss. PROBATE COURT
ALFRED, MAINE Nov. 14, 2023

A true copy
Attest

REGISTER OF SAID COURT

Carol J. Gray

Scott M. Houde
Scott M. Houde, Judge of Probate

Dated: November 14, 2023

EXHIBIT
tabbies
/

EXHIBIT
A

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

Federal Home Loan Mortgage Corporation,
as Trustee for the benefit of the Freddie Mac
Seasoned Loans Structured Transaction
Trust, Series 2019-3

Plaintiff

vs.

Shawn M. Cote

Defendant

Portfolio Recovery Associates LLC

Party-in-Interest

CIVIL ACTION NO: 2:23-cv-00302-JAW

MOTION TO AMEND COMPLAINT

RE:

259 Hardscrabble Road, Limington, ME
04049

Mortgage:

May 11, 2006

Book 14857, Page 788

York County Registry of Deeds

NOW COMES the Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, by and through undersigned counsel, pursuant to Fed.R.Civ.P.15(a) and hereby moves to amend the Complaint to include Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote. As grounds therefore, Plaintiff states the following:

1. Plaintiff's Complaint was filed on August 2, 2023.
2. The Defendant, Shawn M. Cote, was served on September 2, 2023.
3. The Party-in-Interest, Portfolio Recovery Associates LLC was served on August 24, 2023.
4. Cheryl L. Cote was a borrower and mortgagor of the subject mortgage loan.
5. Upon information and belief, Cheryl L. Cote died on June 17, 2021.
6. On or about June 30, 2023, a petition was filed in the York County Probate Court to appoint Benjamin P. Campo, Jr., Esq. as Personal Representative of the Estate of Cheryl L. Cote.
7. On November 14, 2023, Benjamin P. Campo, Jr., Esq. was appointed Special Administrator of the Estate of Cheryl L. Cote by the Honorable Scott M. Houde of the York County

EXHIBIT

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Probate Court in Docket No. 2023-0593. *See* Exhibit A (a true and correct copy of the Powers of Appointment of Benjamin P. Campo, as Special Administrator to the Estate of Cheryl L. Cote, dated November 14, 2023, is attached hereto and incorporated herein).

8. 14 M.R.S.A. § 6111 is not applicable in this case as the subject property is not occupied by the Defendants.
9. The subject property is in disrepair, has drawn a criminal element to the neighborhood, and has the attention of the Maine State Police and the Town of Limington, ME.
10. At this time, Plaintiff intends to amend its Complaint to include Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote as a Defendant and said Defendant has expressed his intent to acknowledge service and consent to *in rem* Judgment of Foreclosure and Sale.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court allow Plaintiff to amend the Complaint to include Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote.

Dated: November 16, 2023

/s/ Reneau J. Longoria, Esq.
Reneau J. Longoria, Esq. Bar No. 005746
Doonan, Graves & Longoria, LLC
100 Cummings Center, Suite 303C
Beverly, MA 01915
(978) 921-2670
RJL@dgandl.com

CERTIFICATE OF SERVICE

I, Reneau J. Longoria, Esq. hereby certify that on 16th day of November 2023, I served a copy of the above document by electronic notification using the CM/ECF system and/or First Class Mail to the following:

/s/Reneau J. Longoria, Esq.
Reneau J. Longoria, Esq. Bar No. 005746

Shawn M. Cote
23 Deer Hill Road North
Standish, ME 04084

Shawn M. Cote
23 Deer Hill Road South
Standish, ME 04084

Portfolio Recovery Associates
LLC c/o Corporation Service
Company
45 Memorial Circle
Augusta, ME 04330

Benjamin P. Campo, Jr., Esq.
as Special Administrator of
the Estate of Cheryl L. Cote
Douglas McDaniel Campo
490 Walnut Hill Road
North Yarmouth, ME 04097

STATE OF MAINE
YORK, ss.

PROBATE COURT
LOCATION: ALFRED
DOCKET NO: 2023-0593

POWERS OF APPOINTMENT

In re: Estate of Cheryl L. Cote
Deceased

This matter came before the Court on November 14, 2023, and Benjamin P. Campo, Jr., Esq. was appointed Special Administrator of the Estate of Cheryl L. Cote and the Court further ORDERS that, while not a limitation, the Special Administrator shall have all powers and duties as set forth in Title 18 M.R.S. § 3-617: To include the ability to work with the foreclosing first lien holder in whichever way the Special Administrator sees fit, including but not limited to, being substituted into the law suit pending to foreclose the first mortgage lien, 2:23-cv-00302-JAW, to Consent to the Foreclosure and Sale and the issuance of a Writ of Possession and to seek appointment as the Receiver of the Property if necessary to protect and maintain the property. Further, to remove any and all occupants of the property, or to market and sell the relevant property at 259 Hardscrabble Road, Limington, Maine 04049. Further, the Special Administrator shall use commercially reasonable methods if the Special Administrator sells the property (or there is an excess from the foreclosure sale) and distribute the net available funds to heirs (if any) after paying debts not extinguished by the foreclosure.

This Order is incorporated into the docket by reference pursuant to M.R. Prob. P. 79(a), M.R. Civ. P. 79(a), and at the specific direction of the Court.

STATE OF MAINE
YORK, ss. PROBATE COURT
ALFRED, MAINE Nov 14 2023

A true copy
Attest

REGISTER OF SAID COURT

Dated: November 14, 2023

Scott M. Houde
Scott M. Houde, Judge of Probate



UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

Federal Home Loan Mortgage Corporation,
as Trustee for the benefit of the Freddie
Mac Seasoned Loans Structured Transaction
Trust, Series 2019-3

Plaintiff

vs.

Shawn M. Cote and Benjamin P. Campo, Jr.,
Esq., as Special Administrator of the Estate
of Cheryl L. Cote

Defendant

Portfolio Recovery Associates LLC

Party-in-Interest

CIVIL ACTION NO: 2:23-cv-00302-JAW

AMENDED COMPLAINT

RE:
259 Hardscrabble Road, Limington, ME
04049

Mortgage:
May 11, 2006
Book 14857, Page 788
York County Registry of Deeds

NOW COMES the Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendant, Shawn M. Cote, and Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote, as follows:

JURISDICTION AND VENUE

1. Pursuant to Federal Statute the Plaintiff has the power "to sue and be sued, complain and defend, in any State, Federal, or other court" 12 U.S.C. § 1452(c)(7). Moreover, "all civil actions to which the Corporation [Plaintiff] is a party shall be deemed to arise under the laws of the United States, and the district courts of the United States shall have original jurisdiction of all such actions, without regard to amount or value;". *See Also, Lightfoot, et al., v. Cendant Mortgage Corp.*, (2017) 580 U.S. 82, 137 S.Ct. 553, 196 L.Ed.2d 259. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and



other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the object of this litigation is a Note executed under seal currently owned and held by Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, in which, Cheryl L. Cote and Shawn M. Cote, are the obligors and the total amount owed under the terms of the Note is One Hundred Fifty Thousand One Hundred Thirty-One and 99/100 (\$150,131.99) Dollars, plus attorney fees and costs associated with the instant action.
3. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

4. Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3 is a private corporation founded by Congress, currently under conservatorship under the direction of the Federal Housing Agency with its principal place of business located at 8200 Jones Branch Drive, McLean, VA 22102.
5. The Defendant, Shawn M. Cote, is a resident of Standish, County of Cumberland and State of Maine and thus is a citizen of Maine.
6. The Party-in-Interest, Portfolio Recovery Associates LLC, ("PRA") is located at 120 Corporate Blvd., Norfolk, VA 23502, and is a limited liability company, registered and in good standing in Maine with a registered agent in Maine at 45 Memorial Circle, Augusta, Maine 04330.

FACTS

7. On August 8, 2000, by virtue of a Warranty Deed from Shawn M. Cote, which is recorded in the York County Registry of Deeds in **Book 10162, Page 1**, the property situated at 259 Hardscrabble Road, City/Town of Limington, County of York, and State of Maine, was conveyed to Shawn M. Cote and Cheryl L. Cote, being more particularly described by the attached Exhibit A.¹
8. On May 11, 2006, Cheryl L. Cote and Shawn M. Cote, executed and delivered to Best Rate Funding Corp., a California Corporation a certain Note under seal in the amount of \$200,000.00. Defendant, Shawn M. Cote's, personal liability is limited and/or extinguished by the Chapter 7 bankruptcy filed which resulted in a bankruptcy discharge. *See* Exhibit B (a true and correct copy of the Note is attached hereto and incorporated herein).
9. To secure said Note, on May 11, 2006, Cheryl L. Cote and Shawn M. Cote, executed a Mortgage Deed in favor of Mortgage Electronic Registration Systems, Inc. as Nominee for Best Rate Funding Corp., securing the property located at 259 Hardscrabble Road, Limington, ME 04049 which Mortgage Deed is recorded in the York County Registry of Deeds in **Book 14857, Page 788**. *See* Exhibit C (a true and correct copy of the Mortgage is attached hereto and incorporated herein).
10. The Mortgage was then assigned to Bank of America, N.A. by virtue of an Assignment of Mortgage dated July 9, 2015 and recorded in the York County Registry of Deeds in **Book 17054, Page 218**. *See* Exhibit D (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
11. The Mortgage was then assigned to Specialized Loan Servicing, LLC by virtue of an Assignment of Mortgage dated April 20, 2017 and recorded in the York County Registry of

¹ Exhibits A-I, referenced herein and incorporated herewith, were previously filed on August 2, 2023, at ECF No. 1.

Deeds in **Book 17458, Page 377**. *See* Exhibit E (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).

12. On August 3, 2020, by virtue of a Quitclaim Deed from Shawn M. Cote, which is recorded in the York County Registry of Deeds in **Book 18330, Page 442**, the property situated at 259 Hardscrabble Road, City/Town of Limington, County of York, and State of Maine, was conveyed to Cheryl L. Cote without the mortgage holder's knowledge, consent or approval.
13. Upon information and belief, Cheryl L. Cote died on June 17, 2021.
14. On or about June 30, 2023, a petition was filed in the York County Probate Court to appoint Benjamin P. Campo, Jr., Esq. as Personal Representative of the Estate of Cheryl L. Cote.
15. The Mortgage was then assigned to Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3 As Owner of the Related Mortgage Loan by virtue of an Assignment of Mortgage dated March 25, 2020 and recorded in the York County Registry of Deeds in **Book 18208, Page 395**. *See* Exhibit F (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
16. The Mortgage was further assigned to Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3 by virtue of a Quitclaim Assignment dated April 6, 2023 and recorded in the York County Registry of Deeds in **Book 19219, Page 79**. *See* Exhibit G (a true and correct copy of the Quitclaim Assignment is attached hereto and incorporated herein).
17. On May 17, 2023, the Defendant, Shawn M. Cote, was sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certificate of Mailing (herein after referred to as the "Demand Letter"). *See* Exhibit H (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).

18. The Demand Letter informed the Defendant, Shawn M. Cote, the total amount necessary to cure the default and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See* Exhibit H.
19. The Defendant, Shawn M. Cote, failed to cure the default prior to the expiration of the Demand Letter.
20. On November 14, 2023, Benjamin P. Campo, Jr., Esq. was appointed Special Administrator of the Estate of Cheryl L. Cote by the Honorable Scott M. Houde of the York County Probate Court in Docket No. 2023-0593.
21. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, is the present holder of the Note pursuant to endorsement by the previous holder (if applicable), payment of value and physical possession of the Note in conformity with 11 M.R.S. § 3-1201, et seq., and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).
22. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, is the lawful holder and owner of the Note and Mortgage.
23. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, hereby certifies that all steps mandated by law to provide notice to the mortgagor pursuant to 14 M.R.S.A. § 6111 and/or Note and Mortgage were strictly performed.
24. Portfolio Recovery Associates LLC is a Party-in-Interest pursuant to a Judgment in the amount of \$4,259.02 dated November 1, 2018, and recorded in the York County Registry of Deeds in **Book 17835, Page 171** and is in second position behind Plaintiff's Mortgage.
25. The total debt owed under the Note and Mortgage as of July 2, 2023 is One Hundred Fifty Thousand One Hundred Thirty-One and 99/100 (\$150,131.99) Dollars, which includes:

Description	Amount
Principal Balance	\$130,793.82
Interest	\$10,548.73
Escrow Advance	\$8,192.49
Advance Balance	\$596.95
Grand Total	\$150,131.99

26. Upon information and belief, the Defendants, Shawn M. Cote and Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote, is presently in possession of the subject property originally secured by the Mortgage.

COUNT I – FORECLOSURE AND SALE

27. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, repeats and re-alleges paragraphs 1 through 26 as if fully set forth herein.

28. This is an action for foreclosure and sale respecting a real estate related Mortgage and title located at 259 Hardscrabble Road, Limington, County of York, and State of Maine. *See* Exhibit A.

29. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, is the holder of the Note referenced in Paragraph 8 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Note in conformity with Title 11, section 3-1201, et seq. of the Maine Revised Statutes and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, has the right to foreclosure and sale upon the subject property. *See Johnson v.*

Toothaker v. Bayview Loan Servicing, LLC, 2022 WL 3278883 JDL (D. Me 2022), citing *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991).

30. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, is the current owner and investor of the aforesaid Mortgage and Note.
31. The Defendants, Shawn M. Cote and Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote, are presently in default on said Mortgage and Note, having failed to make the monthly payment due July 1, 2021, and all subsequent payments, and, therefore, have breached the condition of the aforesaid Mortgage and Note; but, Defendant, Shawn M. Cote's, personal liability is limited and/or extinguished by the Chapter 7 bankruptcy filed which resulted in a bankruptcy discharge and Defendant, Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote is not personally liable and accordingly, this action does not seek personal liability on the part of the Defendants, but only seeks *in rem* Judgment of Foreclosure and Sale against the property.
32. The total debt owed under the Note and Mortgage as of July 2, 2023 is One Hundred Fifty Thousand One Hundred Thirty-One and 99/100 (\$150,131.99) Dollars.
33. The record established through the York County Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
34. By virtue of the Defendants, Shawn M. Cote's and Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote's, breach of condition, the Plaintiff hereby demands a foreclosure and sale on said real estate, as affected by Defendant, Shawn M. Cote's, discharge in bankruptcy, and as such is not personally liable and Defendant, Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote is not

personally liable and accordingly, this action does not seek personal liability on the part of the Defendants, but only seeks *in rem* Judgment of Foreclosure and Sale against the property.

35. Notice in conformity with 14 M.R.S.A. § 6111 and/or Note and Mortgage was sent to the Defendant, Shawn M. Cote, on May 17, 2023, evidenced by the Certificate of Mailing. *See* Exhibit H.

36. The Defendant, Shawn M. Cote, is not in the Military as evidenced by the attached Exhibit I.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, prays this Honorable Court:

- a) Issue an *in rem* judgment of foreclosure and sale in conformity with Title 14 § 6322, accordingly, this action does not seek any personal liability on the part of the Defendants, Shawn M. Cote and Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote, but only seeks *in rem* judgment against the property;
- b) Grant possession to the Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, upon the expiration of the period of redemption;
- c) Find that the Defendants, Shawn M. Cote and Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote, in breach of the Note by failing to make payment due as of July 1, 2021, and all subsequent payments, as affected by Defendant, Shawn M. Cote's, discharge in bankruptcy, and as such is not personally liable and Defendant, Benjamin P. Campo, Jr., Esq., as Special Administrator of the Estate of Cheryl L. Cote is not personally liable and accordingly, this action does not seek personal liability on the part of the Defendants, but only seeks *in rem* Judgment of Foreclosure and Sale against the property.

- d) Impose the applicable time periods for redemption, etc., as reflected in 14 M.R.S.A. § 6322;
- e) Find that while the Defendants, Shawn M. Cote and Benjamin P. Campo, Jr., Esq., have no personal liability in this matter, a Judgment of Foreclosure and Sale in this matter can be imposed *in rem* against the property commonly known as and numbered as 259 Hardscrabble Road, Limington, ME 04049;
- f) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,
Federal Home Loan Mortgage Corporation,
as Trustee for the benefit of the Freddie Mac
Seasoned Loans Structured Transaction Trust,
Series 2019-3,
By its attorneys,

Dated: November 16, 2023

/s/Reneau J. Longoria, Esq.
Reneau J. Longoria, Esq. Bar No. 005746
Attorney for Plaintiff
Doonan, Graves & Longoria, LLC
100 Cummings Center, Suite 303C
Beverly, MA 01915
(978) 921-2670
RJL@dgandl.com

CERTIFICATE OF SERVICE

I, Reneau J. Longoria, Esq. hereby certify that on 16th day of November 2023, I served a copy of the above document by electronic notification using the CM/ECF system and/or First Class Mail to the following:

/s/Reneau J. Longoria, Esq.
Reneau J. Longoria, Esq. Bar No. 005746

Shawn M. Cote
23 Deer Hill Road North
Standish, ME 04084

Shawn M. Cote
23 Deer Hill Road South
Standish, ME 04084

Portfolio Recovery Associates
LLC c/o Corporation Service
Company
45 Memorial Circle
Augusta, ME 04330

Benjamin P. Campo, Jr., Esq. as
Special Administrator of the
Estate of Cheryl L. Cote
Douglas McDaniel Campo
490 Walnut Hill Road
North Yarmouth, ME 04097



Safeguard
Properties

7887 Safeguard Circle
Valley View, OH 441
Toll Free 800.852.83
Fax 216.739.27
www.safeguardproperties.com

Expenditure Detail

Client: RESIDENTIAL REAL ESTATE REVIEW Mortgage: SHAWN COTE SHAWN COTE
 Loan Number: 27476019 Loan Type: CV
 Address: 259 HARDSCRABBLE ROAD LIMINGTON, ME 04049

Order Date	Completed Date	Occupancy Status	Loan Type	Service	Amount	Sales Tax	Total Amount	Hud Mailer	Hud Response	Invoice Number	Invoice Date	Payment Date	Check Number
11/14/2023		UNK	CV	DO WORK PER BID			\$0.00						
				Give Access	\$75.00	\$0.00							
				Photos	\$0.00	\$0.00				125244949	11/13/2023		
				Total:			\$75.00						
11/6/2023	11/10/2023	VAC	CV	Photos	\$0.00	\$0.00				12524437	11/13/2023		
				board the lean	\$1,275.30	\$0.00	\$1,275.30						
				Total:			\$1,275.30						
11/3/2023	11/10/2023	VAC	CV	Bid Provided	\$35.00	\$0.00				125244289	11/13/2023		
				Photos	\$0.00	\$0.00							
				Total:			\$35.00						
10/25/2023	10/29/2023	VAC	CV	Property Condition Report	\$0.00	\$0.00				125016499	10/30/2023		
				Total:			\$0.00						
10/23/2023		UNK	CV	Board/Secure			\$0.00						
				Total:			\$0.00						
10/23/2023	10/26/2023	VAC	CV	PB - Board Overhead Garage Door	\$710.74	\$0.00				125011503	10/30/2023		
				Photos	\$0.00	\$0.00							
				Total:			\$710.74						
10/16/2023	10/18/2023	VAC	CV	Inspection Photos	\$0.00	\$0.00				124821053	10/20/2023		
				Inspections	\$12.00	\$0.00							
				Total:			\$12.00						

EXHIBIT
4



Safeguard Properties

7887 Safeguard Circle
Valley View, OH 44125
Toll Free 800.852.8306
Fax 216.739.2700
www.safeguardproperties.com

Order Date	Completed Date	Occupancy Status	Loan Type	Service	Amount	Sales Tax	Total Amount	Inv #	Inv Date	Payment Date	Check Number
10/13/2023	10/17/2023	VAC	CV	Bid Provided	\$35.00	\$0.00	\$35.00	124900777	10/24/2023		
				Photos	\$0.00	\$0.00					
				INTERNAL VIOLATION TRACK							
				Total:			\$35.00				
10/12/2023		UNK	CV				\$0.00				
				Bid Provided	\$0.00	\$0.00					
				Photos	\$0.00	\$0.00					
				Total:			\$0.00				
10/6/2023	10/7/2023	VAC	RBO	QC RBO Follow up			\$0.00				
				Inspection Photos	\$0.00	\$0.00					
				Inspections	\$12.00	\$0.00	\$12.00				
				Total:			\$12.00				
9/29/2023		UNK	CV				\$0.00				
				Install Lockbox	\$35.00	\$0.00					
				Install Padlock	\$40.00	\$0.00					
				Install Padlock	\$40.00	\$0.00					
				Lock Change	\$60.00	\$0.00					
				Lock Change	\$60.00	\$0.00					
				Photos	\$0.00	\$0.00					
				Total:			\$235.00				
8/29/2023	9/11/2023	VAC	RBO								
				Photos	\$0.00	\$0.00					
				Property Condition Report	\$35.00	\$0.00	\$35.00				
				Total:			\$35.00				
8/28/2023	9/7/2023	VAC	REO								
				PB - Roof: Tarp	\$500.00	\$0.00					
				PB - Roof: Tarp	\$2,412.00	\$0.00					
				Photos	\$0.00	\$0.00					
				Total:			\$2,912.00				
8/28/2023	9/6/2023	VAC	REO								
				Photos	\$0.00	\$0.00					
				Property Condition Report	\$35.00	\$0.00	\$35.00				
				Total:			\$35.00				
8/28/2023	9/6/2023	VAC	REO								
				PB - Roof: Tarp	\$500.00	\$0.00					
				PB - Roof: Tarp	\$2,412.00	\$0.00					
				Photos	\$0.00	\$0.00					
				Total:			\$2,912.00				



Safeguard Properties

7887 Safeguard Circle
Valley View, OH 44125
Toll Free 800.852.8306
Fax 216.739.2700
www.safeguardproperties.com

Order Date	Completed Date	Occupancy Status	Loan Type	Service	Amount	Sales Tax	Total Amount	Hud Mailer	Hud Response	Invoice Number	Invoice Date	Payment Date	Check Number
8/22/2023	8/22/2023	VAC	RBO	Photos Trim Vines Total:	\$0.00 \$50.00 \$50.00	\$0.00 \$0.00 \$0.00	\$50.00			123714801	8/28/2023	9/27/2023	RRR9262 3
8/7/2023	8/7/2023	VAC	CV	Bid Provided Total:	\$0.00	\$0.00	\$0.00			123274043	8/7/2023		
8/7/2023	8/15/2023	VAC	CV	PB - Dismantle and remove above ground pool Photos Total:	\$1,304.32 \$0.00 \$1,304.32	\$0.00 \$0.00 \$0.00	\$1,304.32			123439245	8/16/2023	9/5/2023	RRR8312 3
7/21/2023	8/30/2023	OCC	RBO	**NO CONTACT INSPECTION** Total:		\$0.00	\$0.00						
7/19/2023	8/1/2023	VAC	CV	Bid Provided Photos Total:	\$35.00 \$0.00 \$35.00	\$0.00 \$0.00 \$0.00	\$35.00			123595831	8/22/2023	9/27/2023	RRR9762 3
6/28/2023	7/6/2023	VAC	CV	Dismantle and Remove pool PB - Consolidate/Move Personals PB - Remove Exterior Debris Photos Total:	\$200.00 \$200.00 \$2,310.00 \$0.00 \$2,710.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$2,710.00			12296967	7/21/2023	8/28/2023	RRR8232 3
6/27/2023	6/27/2023	VAC	CV	Bid Provided Total:	\$0.00	\$0.00	\$0.00			122503051	6/27/2023		
6/20/2023	6/21/2023	VAC	CV	Inspection Photos Inspections Total:	\$0.00 \$12.00 \$12.00	\$0.00 \$0.00 \$0.00	\$12.00			122393319	6/22/2023	7/19/2023	RRR7132 3
6/5/2023	6/21/2023	VAC	CV	Bid Provided Photos Total:	\$35.00 \$0.00 \$35.00	\$0.00 \$0.00 \$0.00	\$35.00			122509605	6/28/2023	7/19/2023	RRR7132 3
6/2/2023	8/18/2023	UNK	CV	Inspection Photos Total:	\$0.00	\$0.00	\$0.00			123505209	8/18/2023		



Safeguard Properties

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www.safeguardproperties.com

Order Date	Completed Date	Occupancy Status	Loan Type	Service	Amount	Sales Tax	Total Amount	Item Mailed	Item Response	Invoice Number	Invoice Date	Payment Date	Check Number
5/15/2023	5/18/2023	OCC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			121705445	5/18/2023	6/20/2023	RRR6162 3
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						
3/10/2023	3/17/2023	OCC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			120461393	3/17/2023	4/24/2023	RRR4212 3
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						
2/2/2023	2/8/2023	OCC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			119761353	2/9/2023	3/1/2023	RRR2282 0232
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						
12/30/2022	1/3/2023	OCC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			118992353	1/3/2023	1/26/2023	RRR1252 023
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						
11/14/2022	11/18/2022	OCC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			118142972	11/18/2022	12/14/2022	RRR1212 22
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						
10/7/2022	10/14/2022	OCC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			117429307	10/15/2022	11/8/2022	RRR1102 22
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						
9/6/2022	9/7/2022	VAC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			116676509	9/9/2022	9/29/2022	RRR9282 2
				Contractor Fee	\$0.00	\$0.00	\$12.00						
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						
8/4/2022	8/6/2022	VAC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			116018151	8/8/2022	8/31/2022	RRR8302 2
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						
6/27/2022	7/5/2022	OCC	CV	Inspection Photos	\$0.00	\$0.00	\$12.00			115333819	7/5/2022	7/27/2022	RRR7262 2
				Inspection Photos	\$0.00	\$0.00	\$12.00						
				Total:	\$0.00	\$0.00	\$12.00						



Safeguard Properties

7887 Safeguard Circle
Valley View, OH 44125
Toll Free 800.852.8306
Fax 216.739.2700
www.safeguardproperties.com

Order Date	Completed Date	Occupancy Status	Loan Type	Service	Amount	Sales Tax	Total Amount	Find Mailer	Find Response	Invoice Number	Invoice Date	Payment Date	Check Number
5/20/2022	5/27/2022	OCC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			114635265	5/31/2022	6/17/2022	RRR6152 2
4/18/2022	4/20/2022	OCC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			113834805	4/20/2022	5/16/2022	RRR5132 2
3/16/2022	3/17/2022	OCC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			113187481	3/17/2022	4/4/2022	RRR4122
2/9/2022	2/14/2022	OCC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			112554023	2/14/2022	3/2/2022	RRR3122
1/3/2022	1/10/2022	OCC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			111801851	1/10/2022	1/20/2022	RRR1182 2
12/2/2021	12/3/2021	OCC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			111059613	12/3/2021	12/27/2021	RRR1222 21
10/28/2021	11/2/2021	OCC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			110391743	11/2/2021	11/23/2021	RRR1112 21
9/20/2021	9/22/2021	OCC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			109782731	10/7/2021	11/29/2021	RRR1124 21
8/17/2021	8/21/2021	VAC	CV	Inspection Photos Inspections	\$0.00 \$12.00	\$0.00 \$0.00	\$12.00			108705255	8/23/2021	9/17/2021	RRR9142 1

Tricia Murie

From: Code Violations
Sent: Thursday, November 2, 2023 10:27 AM
To: Tricia Murie
Subject: RE: Status - re-securing property - 0027476019 (Cote)

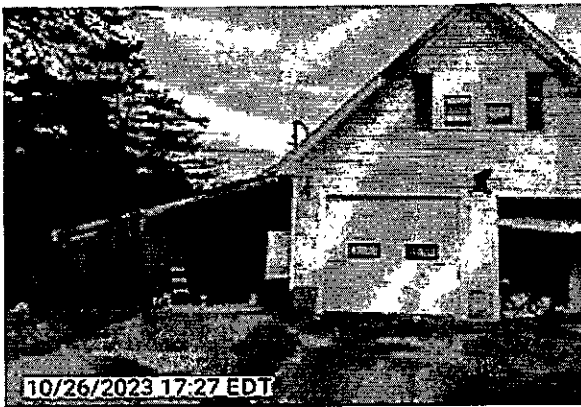
Hi Tricia,

Good news on the garage.



I still don't have a bid for the shed. I have followed up with them, not sure if they think it may be unsafe to do or not.





I also noticed that Safeguard does have a work order open for the meet and greet as of 10.29.2023 to have the Adjuster let in. Not sure if it will help at the meeting.

Hello,

Please open a RUSH WO for a meet and greet and confirm receipt and provide WO number.

Insurance Carrier- Assurant LPP

Adjuster Name- Walter Listuon

Adjuster Contact- E: walter.listuon@uscrawco.com PH: (251) 261-5129

Claim # to Reference- [00201402262]

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Tricia Murie
Sent: Thursday, November 2, 2023 8:03 AM
To: Code Violations <CodeViolations@spservicing.com>
Subject: RE: Status - re-securing property - 0027476019 (Cote)

Morning Tresa –

You have an update on garage door repair & securing of the shed? There is a Towns meeting set 11/16 on the City's request to DEMO the property due to the drug activity issue at this property.

If at all possible, Counsel is going to need to show that the garage has been repaired and/or secured, along w/ the shed. On the shed, I am wondering if it can be boarded up somehow? We will need to show photos at the Towns meeting which our Counsel will attend.

Let me know. Thanks again for all your help on this one.

Tricia Murie / SPS Corporate Legal Department / Contract Paralegal
(801)293-2647 ext. 32647 / tricia.murie1@spservicing.com / 3217 S. Decker Lake Dr., Salt Lake City, UT 84119

From: Tricia Murie
Sent: Tuesday, October 24, 2023 1:50 PM
To: Code Violations
Subject: RE: Status - re-securing property - 0027476019 (Cote)

Hi Tresa –

It is the truth, if there is a will, there is a way. The shed is going to be a challenge to secure, I can see from the photo below. I know you will, but let me know when that 2nd car garage is secured, along w/ a photo, if possible. That way, I can show Counsel of the same. Thanks again for your help on this one!

Tricia Murie / SPS Corporate Legal Department / Contract Paralegal
(801)293-2647 ext. 32647 / tricia.murie1@spservicing.com / 3217 S. Decker Lake Dr., Salt Lake City, UT 84119

From: Code Violations
Sent: Monday, October 23, 2023 11:08 AM
To: Tricia Murie
Subject: RE: Status - re-securing property - 0027476019 (Cote)

Hi Tricia,

The garage and shed are not connected to the home, so I am not sure how they are getting in, but if there is a will there is a way. I will place another order to see if we can find out how and then secure it.

The bid for the garage secure is in and I approved it, still waiting on the shed.

Below is a picture of the garage and shed, as you can see it is separate from the main home



Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Tricia Murie
Sent: Monday, October 23, 2023 10:46 AM
To: Code Violations <CodeViolations@spservicing.com>
Subject: RE: Status - re-securing property - 0027476019 (Cote)

Hello –

Do you have an update on the garage and/or shed being secured? It appears that folks are getting in somehow, and hanging out in the basement. I am unsure if folks are getting in thru the garage or what considering the main house is secured. Anyhow, let me know. Thanks.

Tricia Murie / SPS Corporate Legal Department / Contract Paralegal
(801)293-2647 ext. 32647 / tricia.murie1@spservicing.com / 3217 S. Decker Lake Dr., Salt Lake City, UT 84119

From: Tricia Murie
Sent: Friday, October 13, 2023 10:04 AM
To: Code Violations
Subject: RE: Status - re-securing property - 0027476019 (Cote)

You know, I like that you are ☺ Always helpful!!

Tricia Murie / SPS Corporate Legal Department / Contract Paralegal
(801)293-2647 ext. 32647 / tricia.murie1@spservicing.com / 3217 S. Decker Lake Dr., Salt Lake City, UT 84119

From: Code Violations
Sent: Friday, October 13, 2023 9:47 AM
To: Tricia Murie
Subject: RE: Status - re-securing property - 0027476019 (Cote)

Way ahead of you.

I sent a follow up yesterday to SG to see if this can be done.

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Tricia Murie
Sent: Friday, October 13, 2023 9:32 AM
To: Code Violations <CodeViolations@spservicing.com>
Subject: RE: Status - re-securing property - 0027476019 (Cote)

Morning Tresa –

Is it possible to secure the garage & the shed? If so, I think it would be a good idea.

Tricia Murie / SPS Corporate Legal Department / Contract Paralegal

(801)293-2647 ext. 32647 / tricia.murie1@spservicing.com / 3217 S. Decker Lake Dr., Salt Lake City, UT 84119

From: Code Violations
Sent: Thursday, October 12, 2023 12:47 PM
To: Tricia Murie
Subject: RE: Status - re-securing property - 0027476019 (Cote)

Hi,

The main property is still secure. Are you talking about the garage and the shed?

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Tricia Murie
Sent: Thursday, October 12, 2023 6:35 AM
To: Code Violations <CodeViolations@spservicing.com>
Subject: Status - re-securing property - 0027476019 (Cote)

Morning –

Please provide status on re-securing the property. Thank you.

Tricia Murie / SPS Corporate Legal Department / Contract Paralegal
(801)293-2647 ext. 32647 / tricia.murie1@spservicing.com / 3217 S. Decker Lake Dr., Salt Lake City, UT 84119

From: Tricia Murie
Sent: Thursday, August 3, 2023 10:27 AM
To: Code Violations
Subject: RE: 0027476019-code- DAILY ESCALATION PROTOCOL

Thank you for confirming. The photos did not show it, so needed to confirm. Thanks.

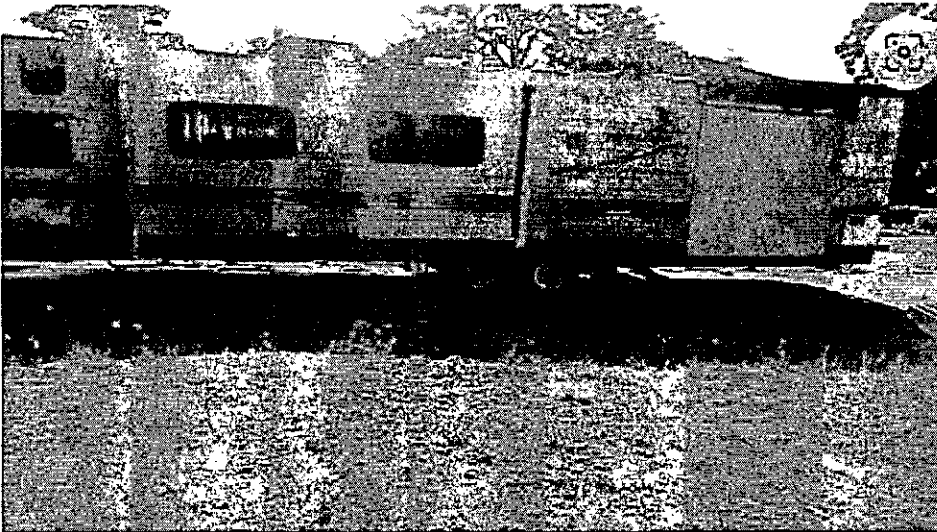
Tricia Murie / SPS Corporate Legal Department / Contract Paralegal
(801)293-2647 ext. 32647 / tricia.murie1@spservicing.com / 3217 S. Decker Lake Dr., Salt Lake City, UT 84119

From: Code Violations
Sent: Tuesday, August 1, 2023 11:00 AM
To: Tricia Murie
Subject: RE: 0027476019-code- DAILY ESCALATION PROTOCOL

Hi,

There is a mobile home on the property.

Since the property is not bank owned we are not able to remove personal belongings. If the property does become bank owned it will be removed with the trashout.



Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Tricia Murie
Sent: Tuesday, August 1, 2023 10:51 AM
To: Code Violations <CodeViolations@spservicing.com>
Subject: RE: 0027476019-code- DAILY ESCALATION PROTOCOL

Tresa –

Our counsel is inquiring on the onsite mobile home. Was there a mobile home on this property initially? I do not see that in any of the photos.

Tricia Murie / SPS Corporate Legal Department / Contract Paralegal
(801)293-2647 ext. 32647 / tricia.murie1@spservicing.com / 3217 S. Decker Lake Dr., Salt Lake City, UT 84119

From: Code Violations
Sent: Friday, July 28, 2023 11:52 AM
To: Tricia Murie
Subject: FW: 0027476019-code- DAILY ESCALATION PROTOCOL

Hi Tricia,

All debris has now been removed and the personals have been placed inside. I will continue to have this on my follow up list due to the threat of Demo. If you get any updates please let me know as there is a report I update weekly for REO SPS review.

Thank you

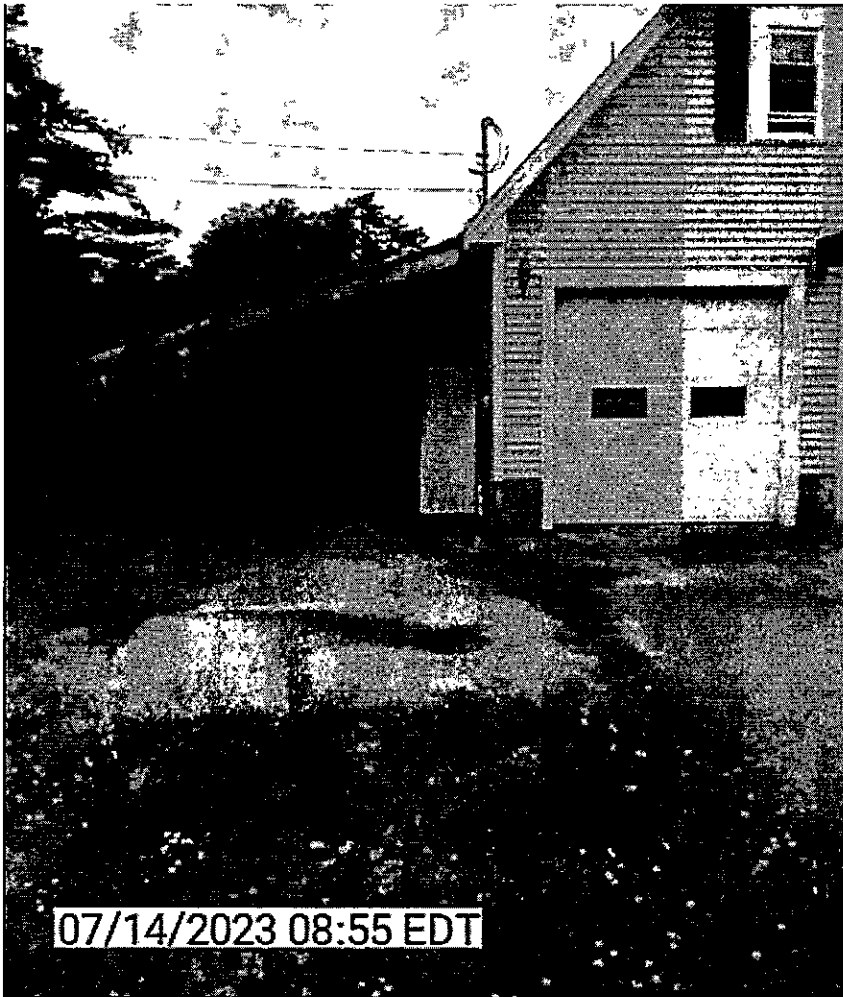
Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Angela Grizzanti [<mailto:Angela.Grizzanti@safeguardproperties.com>]
Sent: Friday, July 28, 2023 11:44 AM
To: Code Violations <CodeViolations@spservicing.com>; Mary Hetson <Mary.Hetson@safeguardproperties.com>
Cc: Sara Huerta <Sara.Huerta@rrreview.com>; Dennis Ulibarri <Dennis.Ulibarri@rrreview.com>; Elizabeth Squires <Elizabeth.Squires@safeguardproperties.com>; Tricia Murie <Tricia.Murie1@spservicing.com>
Subject: RE: 0027476019-code- DAILY ESCALATION PROTOCOL

Good Afternoon,

I looked through the photos to see where this part of the property was clearly at.

Here is a before photo and an after. This area is in front of the lean to area next to the garage.



Thank You,

Angela Grizzanti
Code Compliance Specialist

Safeguard Properties
O: 1-216-739-2900 Extension: 1289
7887 Safeguard Circle (Hub Parkway)
Valley View, OH 44125
angela.grizzanti@safeguardproperties.com
www.safeguardproperties.com
"Customer Service = Resolution@"
Safeguarding our clients' interests

From: Code Violations <CodeViolations@spservicing.com>
Sent: Thursday, July 27, 2023 5:14 PM
To: Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>; Mary Hetson <Mary.Hetson@safeguardproperties.com>
Cc: Sara Huerta <Sara.Huerta@rrreview.com>; Dennis Ulibarri <Dennis.Ulibarri@rrreview.com>; Elizabeth Squires <Elizabeth.Squires@safeguardproperties.com>; Tricia Murie <Tricia.Murie1@spservicing.com>
Subject: RE: 0027476019-code- DAILY ESCALATION PROTOCOL

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Hi,

The attached images do not show the images I saw of the personals still not in the property.

Please show me the after shot of the below image for clarification as I am unable to locate one.



After

5428426153
Debris Consolidate/Move P

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Angela Grizzanti [mailto:Angela.Grizzanti@safeguardproperties.com]
Sent: Thursday, July 27, 2023 2:57 PM
To: Code Violations <CodeViolations@spservicing.com>; Mary Hetson <Mary.Hetson@safeguardproperties.com>
Cc: Sara Huerta <Sara.Huerta@rrreview.com>; Dennis Ulibarri <Dennis.Ulibarri@rrreview.com>; Elizabeth Squires <Elizabeth.Squires@safeguardproperties.com>; Tricia Murie <Tricia.Murie1@spservicing.com>
Subject: RE: 0027476019-code- DAILY ESCALATION PROTOCOL

Good Afternoon,

All photos are in under work order 337231621. I have attached the after photos. Do we still need additional photos?

Thank You,

Angela Grizzanti
Code Compliance Specialist
Safeguard Properties
O: 1-216-739-2900 Extension: 1289
7887 Safeguard Circle (Hub Parkway)
Valley View, OH 44125
angela.grizzanti@safeguardproperties.com
www.safeguardproperties.com
"Customer Service = Resolution@"
Safeguarding our clients' interests

From: Code Violations <CodeViolations@spservicing.com>
Sent: Thursday, July 27, 2023 4:46 PM
To: Mary Hetson <Mary.Hetson@safeguardproperties.com>; Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>
Cc: Sara Huerta <Sara.Huerta@rrreview.com>; Dennis Ulibarri <Dennis.Ulibarri@rrreview.com>; Elizabeth Squires <Elizabeth.Squires@safeguardproperties.com>; Tricia Murie <Tricia.Murie1@spservicing.com>
Subject: 0027476019-code- DAILY ESCALATION PROTOCOL
Importance: High

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Hi,

Our litigation department working on the property has now requested daily updates regarding the violations for the property.

Please send the images of the completed work for the personals being placed inside.

Thank you

Tresa Smith

Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Code Violations
Sent: Monday, July 24, 2023 12:06 PM
To: 'Codecompliance' <Codecompliance@safeguardproperties.com>; Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>
Cc: Mary Hetson <Mary.Hetson@safeguardproperties.com>
Subject: RE: 0027476019-code

Hi,

It's been 18 days since the vendor was out at the property to remove the debris and place the personals inside. Do you know why they have not submitted all their images of the completed work.

Since this property is in Litigation and the legal team need to know it is completed, please send a vendor out to get current images of the property so that I can see if the work has been completed. The invoice for the work was paid on 07.21.2023.

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Codecompliance [<mailto:Codecompliance@safeguardproperties.com>]
Sent: Wednesday, July 19, 2023 4:25 PM
To: Code Violations <CodeViolations@spservicing.com>; Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>
Subject: RE: 0027476019-code

Hello,

We are pending additional photos from the vendor at this time.

*** Please respond to Codecompliance@safeguardproperties.com ***

Thank you,
Olivia McLaurin
Code Compliance Specialist
Safeguard Properties
7887 Safeguard Circle (Hub Pkwy)
Valley View, OH 44125
Office: 800.852.8306 x8484
Fax: 216-447-8251
Desk : 20E
Olivia.mclaurin@safeguardproperties.com
codecompliance@safeguardproperties.com
www.safeguardproperties.com
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Safeguarding our clients' interest

Secureview Boarding

From: Code Violations <CodeViolations@spservicing.com>
Sent: Wednesday, July 19, 2023 10:32 AM
To: Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>; Olivia Mclaurin <Olivia.Mclaurin@safeguardproperties.com>
Subject: RE: 0027476019-code

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Hi,
Have you received the additional images from your vendor that all personals were placed in side and all debris removed.

Do you know why they were not submitted when the work was completed?

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Angela Grizzanti [<mailto:Angela.Grizzanti@safeguardproperties.com>]
Sent: Friday, July 14, 2023 9:00 AM
To: Code Violations <CodeViolations@spservicing.com>; Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>; Olivia Mclaurin <Olivia.Mclaurin@safeguardproperties.com>
Subject: RE: 0027476019-code

Good Morning,

It looks like we are pending additional photos from the vendor. I will reach out to them for an update.

Thank You,

Angela Grizzanti
Code Compliance Specialist
Safeguard Properties
O: 1-216-739-2900 Extension: 1289
7887 Safeguard Circle (Hub Parkway)
Valley View, OH 44125
angela.grizzanti@safeguardproperties.com
www.safeguardproperties.com
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From: Code Violations <CodeViolations@spservicing.com>
Sent: Thursday, July 13, 2023 11:10 AM
To: Codecompliance <Codecompliance@safeguardproperties.com>; Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>; Olivia Mclaurin <Olivia.Mclaurin@safeguardproperties.com>
Subject: RE: 0027476019-code

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Hi,

2 bids were approved on 06.28.2023 to remove debris and place personals inside.

The Images I see show that we may still have debris. Can you please confirm it is all gone.

My other concern is the personals bid that was approved

7861586
337213410
Approved
Debris and Trashout
Move personal to interior side of the house -

The image below shows personals still outside. Can you please advise why and if this will be taken care of.



After

5428426153
Debris Consolidate/Move P

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Code Violations
Sent: Wednesday, June 21, 2023 11:22 AM
To: 'Codecompliance' <Codecompliance@safeguardproperties.com>; Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>
Subject: RE: 0027476019-code

Hi Olivia,

Thank you for the update and the follow up. Let me know if we are able to go in.

The property is not bank owned so regardless of the fees we will not be paying unless it becomes bank owned.

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Codecompliance [<mailto:Codecompliance@safeguardproperties.com>]
Sent: Wednesday, June 21, 2023 11:13 AM
To: Code Violations <CodeViolations@spservicing.com>; Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>
Subject: RE: 0027476019-code

Hello,

I spoke with the vendor reassigned to order 336747731, she advised the property has been boarded by the town. They left a voicemail with the town requesting callback to get approval to gain access. I sent an email to the Town building inspector Craig Galarneau 270-637-5209 or 207-423-2689 CEO@limingtonmaine.gov requesting permission to gain access, copy of violation letter and invoice for unpaid fines for abatement work completed. Pending response.

*** Please respond to Codecompliance@safeguardproperties.com ***

Thank you,
Olivia McLaurin
Code Compliance Specialist
Safeguard Properties
7887 Safeguard Circle (Hub Pkwy)
Valley View, OH 44125
Office: 800.852.8306 x8484
Fax: 216-447-8251
Desk : 20E
Olivia.mclaurin@safeguardproperties.com
codecompliance@safeguardproperties.com
www.safeguardproperties.com

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Secureview Boarding

From: Code Violations <CodeViolations@spservicing.com>
Sent: Tuesday, June 20, 2023 4:05 PM
To: Angela Grizzanti <Angela.Grizzanti@safeguardproperties.com>
Cc: Codecompliance <Codecompliance@safeguardproperties.com>
Subject: FW: 0027476019-code
Importance: High

Safeguard External Email Warning:

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Hi,

The images from 06.07.2023 still show this property is unsecure. There is personals outside the property and no grass has been cut.

Can you please advise when this work will be completed. This property is in litigation and it was the director who requested this work be done ASAP. I need to give them an update on SG progress.

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Code Violations
Sent: Monday, June 5, 2023 8:09 AM
To: 'Codecompliance' <Codecompliance@safeguardproperties.com>
Cc: 'Olivia Mclaurin' <Olivia.Mclaurin@safeguardproperties.com>
Subject: RE: 0027476019-code

Hi,

I do not have any contact information, the email sent from our client did not contain it.

I know you have an order open to contact the city, but do you also have an order open to address the code violations immediately?

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist
Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

From: Codecompliance [mailto:Codecompliance@safeguardproperties.com]
Sent: Friday, June 2, 2023 6:08 PM
To: Code Violations <CodeViolations@spservicing.com>
Subject: RE: 0027476019-code

Hello,

Order 336755127 was generated to follow up with the Town. Please advise if you have contact for the caller.

*** Please respond to Codecompliance@safeguardproperties.com ***

Thank you,
Olivia McLaurin
Code Compliance Specialist
Safeguard Properties
7887 Safeguard Circle (Hub Pkwy)
Valley View, OH 44125
Office: 800.852.8306 x8484
Fax: 216-447-8251
Desk : 20E
Olivia.mclaurin@safeguardproperties.com
codecompliance@safeguardproperties.com
www.safeguardproperties.com
Customer Service = Resolution®
Safeguarding our clients' interest

[Secureview Boarding](#)

From: Code Violations <CodeViolations@spservicing.com>
Sent: Friday, June 2, 2023 12:05 PM
To: Codecompliance <Codecompliance@safeguardproperties.com>
Subject: 0027476019-code

<p>Safeguard External Email Warning: Do not click links or open attachments unless you recognize the sender and know the content is safe. If you believe that this email is unsafe, please report it by using the Phish Alert button in Outlook</p>
--

Hi,

A call came in from the Counsel for the Town of Liminton.

I have created work order 7819531

Please do an initial secure, also check for any biohazard clean up that may need to be done.

Thank you

Tresa Smith
Code Compliance & Property Registration Specialist

Select Portfolio Servicing/RRRreview
Telephone: (888) 349-8964

Please access the attached hyperlink for an important electronic communications disclaimer:
https://www.spservicing.com/legal/email_disclaimer.htm

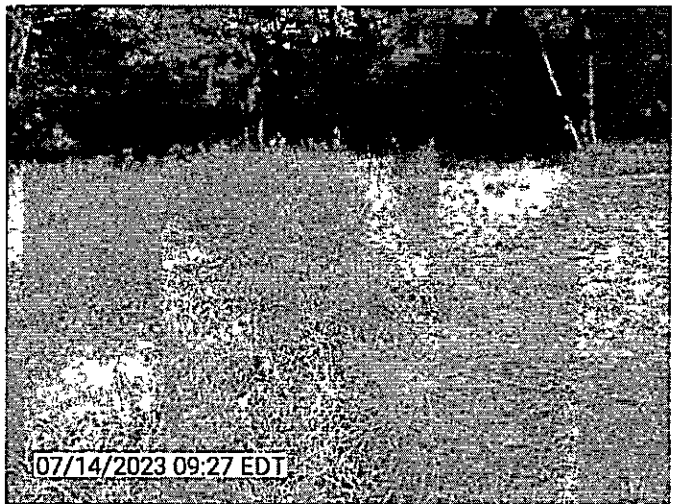
Please access the attached hyperlink for an important electronic communications disclaimer:
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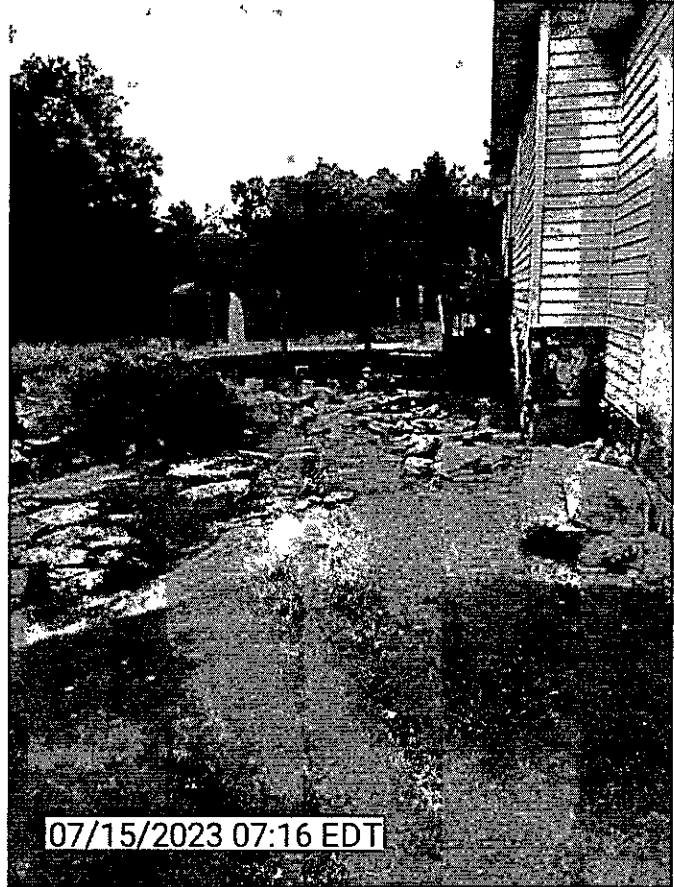
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https://www.spservicing.com/legal/email_disclaimer.htm





07/14/2023 09:27 EDT



07/15/2023 07:16 EDT



07/15/2023 14:52 EDT



07/15/2023 14:52 EDT





**Safeguard
Properties**
www.safeguardproperties.com

Customer Service Resolution[®]

7887 Safeguard Circle
Valley View, OH 44125

Toll Free 800.852.8306
Fax 216.739.2700





Client:	Residential RealEstate Review Management, Inc	Sent Date:	06-21-2023
Loan:	0027476019	Address:	259 HARDCRABBLE ROAD
Loan Type:	CV		
Work Order:	7839496		



Street Sign
2023-06-21T21:36:25



Street Scene
2023-06-21T21:36:27



[Handwritten signature]

I, Steven Russell
 have personally gone to the property at
 259 HARDCRABBLE ROAD
 LIMINGTON, ME 04049 on Jun 21, 2023
 and certify that the property is vacant. WO:
 337075232

FTV Form
2023-06-21T21:36:50



Mortgagor Neglect
2023-06-21T21:36:29



Roof Damage
2023-06-21T21:36:31



Exterior Debris
2023-06-21T21:36:34



Client:	Residential RealEstate Review Management, Inc	Sent Date:	06-21-2023
Loan:	0027476019	Address:	259 HARDCRABBLE ROAD
Loan Type:	CV		
Work Order:	7839496		



06/21/2023 15:49 EDT
Front of House
2023-06-21T21:36:35



06/21/2023 15:49 EDT
Roof Damage
2023-06-21T21:36:39



06/21/2023 15:49 EDT
Grass tall/yard not maintained
2023-06-21T21:36:41



06/21/2023 15:49 EDT
House #/Address Sign
2023-06-21T21:36:42



06/21/2023 15:49 EDT
Neglect
2023-06-21T21:36:45

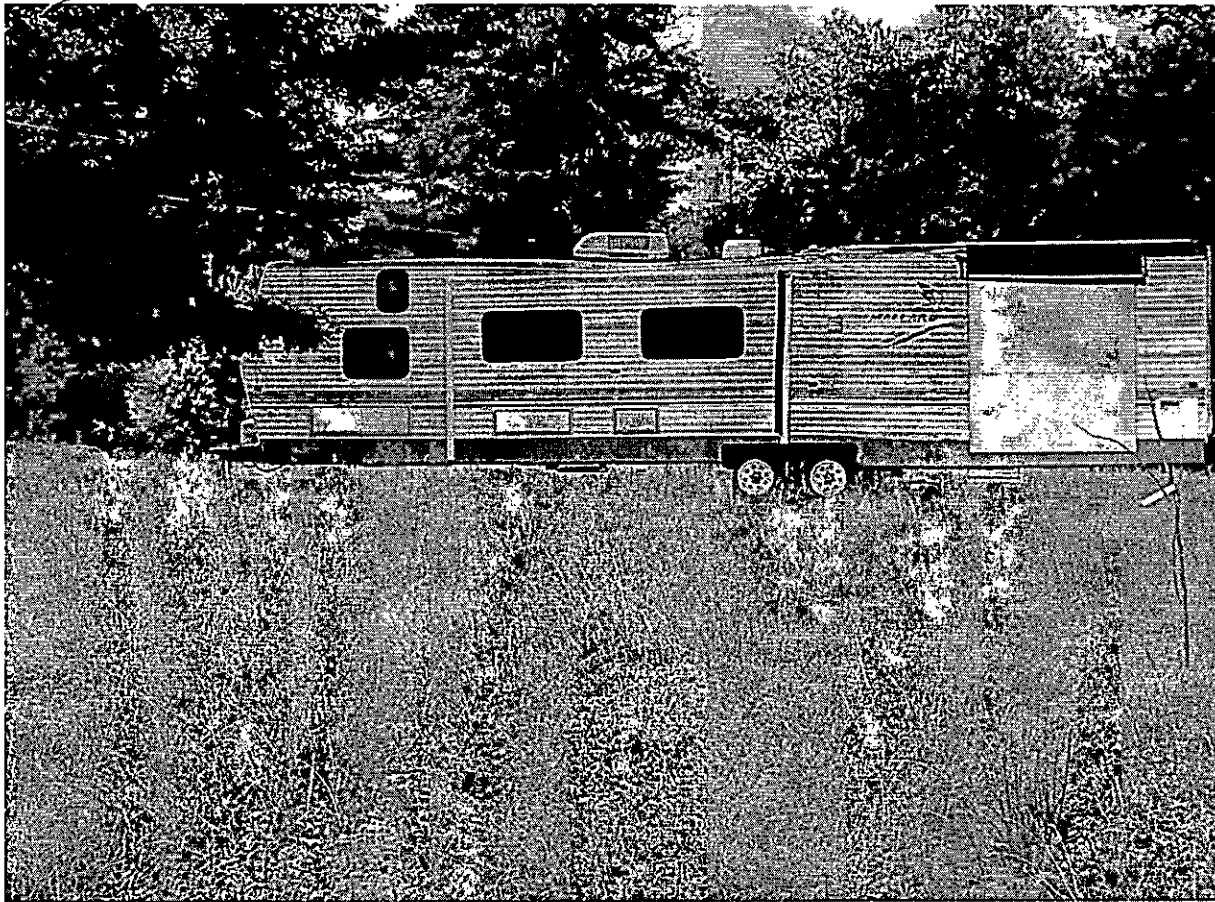


EXHIBIT
7











Fay M. Duval
207.755.9776

Androscoggin Title Company

SETTLEMENT & CLOSING SERVICES

October 4, 2023

Doonan, Graves & Longoria, LLC
Attn: Courtney Ball
100 Cummings Center
Suite 303C
Beverly, MA 01915

Re: Shawn M. Cote and Cheryl L. Cote (died 6/17/2021)
259 Hardscrabble Road, Limington
Your File No. 56859
ATC File No. 23-0649

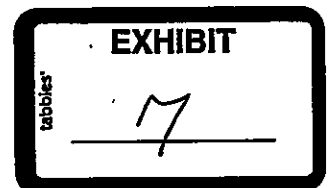
Dear Courtney:

In response to your request, we have updated the title to the above referenced property from March 7, 2022, the effective date of the ServiceLink report you provided to us, through September 28, 2023 at 8:00 a.m. and can report the following new items of record affecting the subject property:

- 1) Quitclaim Assignment from Best Rate Funding Corp. to Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3 recorded on April 6, 2023 in Book 19219, Page 79, which affects the mortgage recorded in Book 14857, Page 788.
- 2) Affidavit of Commencement of Foreclosure by Matthew Kelly, paralegal with Doonan, Graves & Longoria, LLC dated August 4, 2023, recorded in Book 19287, Page 75 which had attached a Complaint issued in the matter of Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, Plaintiff vs. Shawn M. Cote, Defendant and Portfolio Recovery Associates LLC, Party-in-Interest, which affects the mortgage recorded in Book 14857, Page 788.

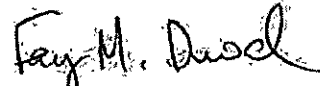
We found no other outstanding encumbrances of record affecting the subject property during our period of search.

Per your e-mail of September 22, 2023, we have enclosed the various certified copies that you requested.



Thank you for the opportunity to be of service in this matter. Please do not hesitate to contact me should you have any questions.

Very truly yours,



Fay M. Duval
Operations Manager

O:\Androtc\WPDOCS\FAY\WPDOCS\1-2023\0600\23-0649 Update ltr.docx

After recording, return to:
Federal Home Loan Mortgage
Corporation, as Trustee
c/o Wright, Finlay & Zak, LLP
Attention: Annabelle de la Mora
4665 MacArthur Court, Suite 200
Newport Beach, CA 92660

QUITCLAIM ASSIGNMENT OF MORTGAGE

WHEREAS, Best Rate Funding Corp., a California Corporation ("Lender"), is identified as the "Lender" on a certain mortgage executed by Shawn M. Cote and Cheryl L. Cote, and bearing the date of May 11, 2006, securing the real property located in the State of Maine, with an address of 259 Hardscrabble Road, Limington, Maine 04049, and recorded on June 5, 2006, in York County's Registry of Deeds as Document #2006028695, in Book 14857, Pages 0788-0803 (hereinafter the "Mortgage");

WHEREAS, pursuant to an Order Appointing Receiver to Carry Out Court Judgment entered by the Superior Court of California (County of Orange) (the "Order"), Richardson Griswold was appointed as receiver for Lender to execute this Quitclaim Assignment, a true copy of the Order is attached hereto as Exhibit A;

WHEREAS Lender has certain rights that are described in the Mortgage;

WHEREAS, this Quitclaim Assignment is not intended to and does not modify or assign any of the rights, title or interests that Mortgage Electronic Registrations Systems, Inc. has or had in the Mortgage; and

WHEREAS, Lender wishes to convey and assign any and all rights it may have under the Mortgage.

Accordingly, Lender hereby assigns and quit claims to Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, all of its rights, title and interests (whatever they may be, if any) in the Mortgage.

BEST RATE FUNDING CORP., a
California Corporation

By: 

Richardson Griswold, Court Appointed
Receiver

ACKNOWLEDGMENT

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.

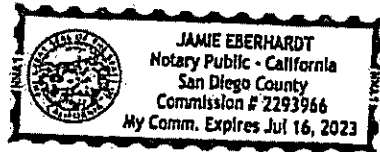
State of California
County of San Diego

On April 3, 2023 before me, Jamie Eberhardt Notary Public
(insert name and title of the officer)

personally appeared Richardson Griswold
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jamie Eberhardt (Seal)

EXHIBIT A

21281415

1 WRIGHT, FINLAY & ZAK, LLP
2 Gwen H. Ribar, Esq., SBN 188024
3 Annabelle de la Mora, Esq., SBN 117649
4 4665 MacArthur Court, Suite 200
5 Newport Beach, CA 92660
6 Tel: (949) 477-5050; Fax: (949) 608-9142
7 Email: gribar@wrightlegal.net; adelaamora@wrightlegal.net

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 17 2023

DAVID H. YAMABAKI, CLERK OF THE COURT
BY _____ DEPUTY

8 Attorney For Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the
9 Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE – CENTRAL JUSTICE CENTER

11 FEDERAL HOME LOAN MORTGAGE
12 CORPORATION, AS TRUSTEE FOR THE
13 BENEFIT OF THE FREDDIE MAC
14 SEASONED LOANS STRUCTURED
15 TRANSACTION TRUST, SERIES 2019-3

Case No.: 30-2022-01289142-CU-MC-CJC
Assigned to Hon. Kimberly Knill

~~PROPOSED~~ ORDER APPOINTING
RECEIVER TO CARRY OUT JUDGMENT

Plaintiff,

DEPT. C17

vs.

16 BEST RATE FUNDING CORP., a California
17 corporation; and DOES 1 through 10, inclusive,

*[Filed concurrently with Plaintiff's Application
for Default Judgment by Court; Application for
Appointment of Receiver; Declaration of Select
Portfolio Servicing, Inc.; Declaration of
Reneau Longoria; Declaration of Richardson
Grissold; Request for Judicial Notice; and
(Proposed) Judgment]*

Defendant.

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20
21 The Court, having found by the evidence presented that Plaintiff ("Plaintiff") Federal Home Loan
22 Mortgage Corporation, As Trustee For The Benefit Of The Freddie Mac Seasoned Loans Structured
23 Transaction Trust, Series 2019-3, is the owner and holder of a certain Note and Mortgage originated by
24 Defendant Best Rate Funding Corp., a California corporation ("Defendant"), and based thereon entered
25 Judgment for Plaintiff and against Defendant by which Defendant is ordered and required to execute an
26 assignment of the Mortgage to Plaintiff. The Court, having found that Plaintiff has been suspended by
27 the California Franchise Tax Board since 2012, and did not appear in this action and its default entered,
28

1 hereby grants Plaintiff's application for appointment of a receiver to execute such assignment on behalf
2 of Defendant pursuant to Code of Civil Procedure §§ 564 (b)(3)(6) and (9) and orders as follows:

3 1. Richardson Griswold is appointed as receiver to execute the assignment of the Mortgage
4 from Defendant to Plaintiff, copies of the Note and Mortgage which are attached hereto as Exhibits 1 and
5 2, respectively;

6 2. The receiver shall immediately, and before performance of any duties,
7 (1) execute and file a receiver's oath, and
8 (2) File a bond required by Code of Civil Procedure section 567(b) in the amount of \$10,000.

9 3. The receiver may charge for the receiver's services no more than \$300.00 per hour.

10 4. After qualifying, the receiver shall, on behalf of Defendant, execute an assignment of the
11 Mortgage attached as Exhibit 2 hereto to Plaintiff as the current holder and owner of the Note and
12 Mortgage.

13 5. Such assignment shall be in recordable form and in the form of the Quitclaim Assignment
14 of Mortgage attached hereto as Exhibit 3.

15 6. Plaintiff and its counsel, Wright, Finlay & Zak, LLP, shall cooperate with receiver and
16 provide receiver with all documents and/or information necessary for receiver to carry out his duties.

17 7. The receiver shall not enter into an agreement with any party to this action about the
18 administration of the receivership or about any post receivership matter.

19 8. The execution of the assignment of Mortgage by receiver shall be completed within 30
20 days after qualifying.

21 9. The original executed assignment of the Mortgage shall be delivered by receiver within 10
22 days of its execution to Plaintiff, c/o Annabelle de la Mora, Esq. of Wright, Finlay & Zak, LLP, located
23 at 4665 MacArthur Court, Suite 200, Newport Beach, CA 92660.

24 10. Upon delivery of the original assignment of Mortgage by the receiver, receiver shall
25 provide Plaintiff, c/o Annabelle de la Mora, Esq. of Wright, Finlay & Zak, LLP, an invoice for its services,
26 including all reasonable and necessary expenditures and Plaintiff shall pay such invoice within 30 days of
27 receipt.

28

1 11. The receivership shall be terminated upon the payment of receiver's invoice after the
2 execution of the assignment of Mortgage and delivery of the original assignment of Mortgage as provided
3 herein.

4 12. The receiver and parties may at any time apply to this court for further instructions and
5 orders and for additional powers necessary to enable the receiver to perform the receiver's duties properly.

6 13. Receiver's final report and account and discharge:

7 (1) Discharge of the receiver shall require a court order upon noticed motion for approval of
8 the receiver's final report and account and exoneration of the receiver's bond, or in the alternative upon
9 stipulation of the parties for such court order.

10 (2) Not later than 30 days after the receivership terminates and/or not later than 30 days after
11 a dispute arises as to receiver's invoice to Plaintiff referenced herein, the receiver shall file, serve and
12 obtain a hearing date on the motion for discharge and approval of the final report and account, or in the
13 alternative the receiver shall file a stipulation for such discharge and approval of the final report and
14 account.

15 (3) Notice of the motion, if any, shall be given to counsel for Plaintiff, Annabelle de la Mora,
16 Esq. of Wright, Finlay & Zak, LLP.

17 (4) The motion shall contain a declaration or declarations (i) stating what was done during the
18 receivership, (ii) the basis for the termination and a summary of the receivership accounting, which shall
19 include total fees and expenditures incurred, fees and expenditures paid and/or reimbursed as provided
20 herein, and fees and expenditures that have not been paid and/or reimbursed.

21 14. If the receiver fails to turn over property in accordance with this order, receiver shall not
22 be paid for time and expenses after the date the receiver should have turned the property over.

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15. Other orders are as follows: Request for Judicial Notice
(RA 17) granted.

Dated: 3/17/2023

Kimberly A. Knill
JUDGE OF THE SUPERIOR COURT
Kimberly A. Knill

EXHIBIT 1



610 119267977 N 001 001

MIN:

NOTE

Loan Number:

MAY 11, 2006
[Date]

SANTA ANA
[City]

CALIFORNIA
[State]

259 HARDCRABBLE ROAD, LIMINGTON, MAINE 04049
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 200,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BEST RATE FUNDING CORP., A CALIFORNIA CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 9(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JULY 1, 2006. I will make these payments every month until I have paid all of 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 JUNE 1, 2021,

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 2 MACARTHUR PLACE SUITE 800, SANTA ANA, CALIFORNIA 92707

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,728.50

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits

and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED.

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

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

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 8(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, secures the Note. ~~The Note Holder~~

the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any interest in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, Lender will not require immediate payment in full if prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement, following the procedures in Section 15. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

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

Shawn M. Cote (Seal)
SHAWN M. COTE -Borrower

Cheryl L. Cote (Seal)
CHERYL L. COTE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Loan No. [REDACTED]

000782156 COTE SM



810 119267977 ALL 001 001

ALLONGE TO PROMISSORY NOTE

For purposes of further endorsement of the following described Note, this Allonge is affixed and becomes a permanent part of said Note:

Note Date: MAY 11, 2006

Borrower(s) Name(s): SEAWN M. COTE AND CHERYL L. COTE

Property Address: 259 HARDCRABBLE ROAD, LIMINGTON, MAINE 04049

Loan Amount \$200,000.00 Interest Rate: 6.375 %

Maturity Date: JUNE 1, 2021

Originating Lender: Best Rate Funding Corp., a California Corporation

PAY TO THE ORDER OF: COUNTRYWIDE BANK, N.A.

WITHOUT RECOURSE

BEST RATE FUNDING CORP., A CALIFORNIA CORPORATION

BY:

[Signature]
Julian Ramirez, Funding Coordinator

Pay to the order of
Countrywide Home Loans, Inc.
Without Recourse
Countrywide Home Loans, Inc.
By: *[Signature]*
Michele Holand, SVP

EXHIBIT 2

Doc# 2006020695
Bk 14857 Pg 6788 - 0883
Received York 08
06/05/2006 9:58AM
Danya L. Anderson
Registrar of Deeds

Presently
After Recording, Return to:
BEST RATE FUNDING CORP.
2 MACARTHUR PLACE SUITE 800
SANTA ANA, CALIFORNIA 92707
Loan Number: [REDACTED]

PLEASE RETURN TO RDC DEPT
Lender's First Choice
3830 Royal Avenue
Duluth, GA, 30003

[REDACTED] (Space Above This Line For Recording Data)

MORTGAGE

MIN: [REDACTED]

WORDS USED OFTEN IN THIS DOCUMENT

Words used in multiple sections of this document are defined below. Other words are defined in Sections 2, 5, 8, 10, 11, 13, 18, 20 and 21. Certain rules about the usage of words used in this document are also provided in Section 18.

- (A) "Security Instrument" means this document, which is dated MAY 11, 2006. The term "Security Instrument" includes any Riders recorded with the Security Instrument.
(B) "Borrower" means SHAWN M. COTE AND CHERYL L. COTE, JOINT TENANTS

who sometimes will be called "Borrower" and sometimes simply "H" or "you." "Borrower" is granting a mortgage under this Security Instrument. "Borrower" is not necessarily the same as the Person or Persons who signed the Note. The obligations of Borrowers who did not sign the Note are explained further in Section 13.

(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 organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2020, Wilmington, DE 19804-2020, tel. (302) 878-3900. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGER OF RECORD.

(D) "Lender" means BEST RATE FUNDING CORP.

Lender is a corporation or association which exists under the laws of CALIFORNIA.
Lender's address is 2 MACARTHUR PLACE SUITE 800, SANTA ANA, CALIFORNIA 92707

Except as provided in Sections 13 and 20, the term "Signer" may include any Person who takes ownership of the Note and this Security Instrument.

(E) "Note" means the note signed by SHAWN M. COTE, CHERYL L. COTE

and dated MAY 11, 2006.

The Note shows that its signers are Lender

Borrower Initials: S.M.C. C.L.C.

TWO HUNDRED THOUSAND AND 00/100

Dollars (U.S. \$ 200,000.00) plus interest and promise to pay this debt in Periodic Payments and to pay the debt in full by JUNE 1, 2021.

(E) "Property" means the property that is described below in the section titled "Description of the Property" or any portion of the Property.

(G) "Sums Secured" means the unpaid balance of amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property."

(H) "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.

(I) "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):

- Adjustable Rate Rider
- Condominium Rider
- Securit Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other(s) (specify)
- 1-4 Family Rider
- Biweekly Payment Rider

(J) "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.

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

(L) "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 to its order, instruction, or authorization 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.

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

(N) "Miscellaneous Proceeds" means any money or other thing of value paid by any third party, other than insurance proceeds paid under the coverages described in Section 3, for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property (see Section 11 for an explanation of "Condemnation"); (iii) conveyance in lieu of Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(P) "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.

(Q) "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 8300), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. When this Security Instrument refers to a requirement or restriction under "RESPA," Lender intends to abide by that requirement or restriction, even if it is not technically applicable to the Loan.

(R) "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.

(S) "Ground Rents" means amounts I owe if I applied for real property under the buildings covered by this Security Instrument. Such an arrangement usually takes the form of a long-term "ground lease."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors and assigns), with mortgage covenants, subject to the terms of this Security Instrument, to have and to hold all of the Property to MERS (solely as nominee for Lender and Lender's successors and assigns) and to its successors and

Borrower Initials: S.M.C. LLC

assign, forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to Lenders who hold mortgages on real property. Those rights that Applicable Law gives to Lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Lender these rights to protect Lender from possible losses that might result if:

- (A) Some or all of the Loan is not paid when due;
- (B) I fail to pay, with interest, any amounts that Lender spends under Section 9 of this Security Instrument to protect the value of the Property and Lender's right in the Property; or
- (C) I fail to keep any of my other promises and agreements under this Security Instrument. These amounts are the "Some Secured."

I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

- (A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and
- (B) to take any action required of Lender (including, but not limited to, releasing and cancelling this Security Instrument).

DESCRIPTION OF THE PROPERTY

I grant and mortgage to MERS (solely as nominee for Lender and Lender's successors in interest) the Property described in (A) through (C) below:

(A) The Property which is located at 259 HARDSCRABBLE ROAD
(State)

LIMINGTON, Maine 04049 ("Property Address")
(City) (Zip Code)

This Property is in YORK County. It has the following legal description:
SEE DEED, DECUWEN PURCHASER PERIOD AND MAJICA BERT HERECOF AS EXHIBIT "A".
A.P.N.: R13-60

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the street or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (D) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

Borrower Initials: S.M.C. C.L.R.

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument explains promises and agreements that are used in real property security instruments all over the country. It also contains prohibitions and agreements that vary, to a limited extent, in different parts of the country. My promises and other agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** If I signed the Note, I will pay to Lender when due principal and interest due under the Note and any prepayment charges and late charges that under the Note. Regardless of whether I signed the Note, I will pay funds for escrow items as described in Section 3. I will make all payments in U.S. currency. If my Borrower makes any Loan payment to Lender with a check or other instrument that is returned for any reason (i.e., the check bounces), except when prohibited by Applicable Law, the Lender may require that any subsequent payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check (all of which must be drawn on an institution whose deposits are insured by a Federal agency, instrumentally, or entity); or (d) Electronic Funds Transfer. Lender may optionally specify which payment form is required.

Payments are only considered received when they reach the Lender's address specified in the Note, or a different address specified by Lender under Section 18 of this Security Instrument. Lender may refuse any payments or partial payments if the payments are insufficient to bring the Loan current. Lender may accept any payments or partial payments insufficient to bring the Loan current, but doing so will not affect Lender's rights under this Security Instrument, and Lender may still refuse such late, partial payments in the future.

I agree that no claim or legal right I may have against the Lender will excuse my obligation to make timely payments under the Loan or to keep my other promises in this Security Instrument.

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

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

Borrower Initials: SML CLC

Lender the amount necessary to make up the shortage or deficiency as required by RESPA, but in no more than 12 monthly payments.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments and Claims. I will pay all taxes, assessments, and any other charges and fees that may be imposed on the Property and that may be or become superior to this Security Instrument. If I am a tenant under a ground lease on the Property, I will also pay Ground Rents or payments due under my ground lease. I will also pay any Community Association Dues, Fees, and Assessments. I will do this either by making the payments to Lender that are described in Section 3 above or, if I am not required to make payments to Lender under Section 3, by making the payments on time to the Person owed them. In this Security Instrument, the word "Person" means any natural person, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be or become superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation (but I must fully perform my agreement or this exception does not apply); (b) to good faith, I am or defend against the superior lien in a lawsuit on that, during the lawsuit, the superior lien may not be enforced (but this exception ends when the lawsuit ends); or (c) I secure from the holder of that superior lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance; Use of Insurance Proceeds. I will obtain hazard or property insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by: (a) fire; (b) hazards normally covered by "extended coverage" hazard insurance policies; and (c) other hazards for which Lender requires coverage, including floods and earthquakes. The insurance must be in the amount (including deductibles) and for the periods of time required by Lender. Lender's requirements can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain any of the insurance coverages described above, Lender may obtain insurance coverage at its option and charge me in accordance with Section 3 above.

Lender is under no obligation to purchase any particular type or amount of coverage. Lender's coverage will protect Lender, but might or might not protect me, my family in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the Lender's insurance coverage might significantly exceed the cost of insurance that I could have obtained. Any amounts paid by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the 10% rate from the date of disbursement and will be payable, with interest, upon notice from Lender to me requesting payment.

Lender may require me to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges with time redappings or similar charges that occur which reasonably might affect such determination or certification. I will also be responsible for the payment of any fees levied by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from my objection.

All of the insurance policies required by Lender and renewals of those policies: (a) are subject to Lender's right to disapprove; (b) must include what is known as a "standard mortgage clause" to protect Lender; and (c) must name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewal certificates must be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts for paid premiums and renewal notices that I receive.

If I obtain additional insurance for damage to or destruction of the Property not required by Lender, I will ensure that it contains a standard mortgage clause and names Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender, if I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by any insurance company with regard to the Property is called "Proceeds." The Proceeds will be used to repair or to restore the damaged Property whether or not the underlying insurance was required by Lender unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Proceeds will be used to pay the Sums Secured. If any of the Proceeds remains after the amount that I owe to Lender has been paid in full, the remaining Proceeds will be paid to me. Such insurance proceeds will be applied in the order provided for in Section 2.

During the repair and restoration period, Lender will have the right to hold insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may disburse Proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender will not be required to pay me any interest or earnings on Proceeds. Fees for public adjusters, or other third parties I retain, will not be paid out of the insurance proceeds and will be my sole obligation.

If I abandon the Property, or if I do not answer the notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle any insurance claim. The 30-day period will begin when the notice is given.

If I abandon the Property, or if I do not answer the notice, or if Lender acquires the Property under Section 22 below or otherwise, all of my rights in all insurance policies covering the Property will belong to Lender, rather than the right to any refund of unexpended premiums I have paid. Lender may use the insurance proceeds either to repair or restore the Property or to pay the Sums Secured, whether or not then due. However, Lender's rights in these Proceeds will not be greater than the Sums Secured.

6. **Occupancy.** I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extraordinary circumstances exist which are beyond my control.

7. **Borrower's Obligations to Maintain and Protect the Property; Inspection.** I will keep the Property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate or diminish in value due to its condition whether or not I am residing on the Property. In addition, I will promptly repair the Property, if damaged, to avoid further deterioration or damage unless it is determined pursuant to Section 6 that repair or restoration is not economically feasible. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, I will be responsible for repairing or restoring the Property only if Lender has released Proceeds for such purposes. Lender may disburse Proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, I will not be relieved of my obligation to complete such repair or restoration.

Lender or its agents may enter and inspect the Property at reasonable times. If it has reasonable cause, Lender may inspect the quality of the improvements on the Property. Lender will give me notice prior to an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** If, during the application process for the Loan, I made false, misleading, incomplete, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan ("Material Information"), Lender will treat my actions as a default under this Security Instrument. I will also be in default if I know about or consented to any other Person, giving false, misleading, incomplete, or inaccurate statements about Material Information to Lender. False, misleading, incomplete, or inaccurate statements about Material Information would include a misrepresentation of my intention to occupy the Property as a principal

Borrower Initials:

S.M.C. C.L.C.

residence. This is just one example of a false, misleading, incomplete, or inaccurate statement of Material Information. Also, if during the loan application process I failed to provide Lender with Material Information, Lender will treat this as a default under this Security Instrument. I will also be in default if I know about or consented to any other Person failing to provide Lender with Material Information.

9. Lender's Right to Protect Its Rights in the Property. If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for condemnation or forfeiture, the enforcement of a lien which may become superior to this Security Instrument or to enforce laws or regulations); or (c) I abandon the Property, then Lender may demand pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, may include appearing in court, paying reasonable attorney's fees, paying superior liens on the Property, protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Securing the Property includes, for example, causing the Property to make repairs, change locks, replace or board up doors and windows, shut water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. I agree that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender.

If I do not own but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I subsequently purchase or otherwise become the owner of the Property, my interest as the tenant and my interest as the owner will remain separate unless Lender agrees in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage required by Lender lapses or ceases to be available from the original mortgage insurer, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available and I am required to make separately designated payments toward the premiums for Mortgage Insurance, Lender will establish a loss reserve as a substitute for the Mortgage Insurance coverage. I will pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. Such loss reserve will not be refundable.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage again becomes available and is obtained. In that case, I will once again make Mortgage Insurance premiums. The Mortgage Insurance coverage must be in the amount and for the period of time required by Lender. Lender must approve the insurance company providing the coverage.

I will pay the Mortgage Insurance premiums, or the non-refundable loss reserve payments, until the requirement for Mortgage Insurance ends according to my written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the loss reserve payments, in the manner described in this Section 10.

This Section 10, and the existence or termination of my obligation to pay Mortgage Insurance premiums or reserve payments, does not affect my obligation to pay interest under the Note at the rate set by the Note.

A Mortgage Insurance policy pays Lender (or my fully paid purchaser of the Note) the entire interest I may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

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

Borrower initials: S.M.C. C.H.C.

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity, may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1988 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements about Miscellaneous Proceeds and Confidentiality of this Property. I assign to Lender all Miscellaneous Proceeds (as defined above) in subsection (A) of the section entitled "Words Used Often In This Document". All Miscellaneous Proceeds will be paid to Lender. Miscellaneous Proceeds include, among other things, awards or claims for damages for Condemnation. A taking of property by any governmental authority by eminent domain is known as "Condemnation."

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

If all of the Property is taken or destroyed, the Miscellaneous Proceeds will be used to reduce the Sums Secured, whether or not then due. If any of the Miscellaneous Proceeds remain after the Loan has been paid in full, the remaining proceeds will be paid to me.

Unless Lender and I agree otherwise in writing, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction either is equal to, or greater than, the amount of the Sums Secured immediately before the partial taking or destruction, then a portion of the Miscellaneous Proceeds will be applied to pay a portion of the Loan. That portion will equal the Miscellaneous Proceeds multiplied by a fraction. That fraction is as follows: (a) the total amount of the Sums Secured immediately before the partial taking or destruction, divided by (b) the fair market value of the Property immediately before the partial taking or destruction. The remainder of the Miscellaneous Proceeds will be paid to me.

Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction is less than the amount of the Sums Secured immediately before the partial taking or destruction, the proceeds will be used to reduce the Sums Secured whether or not then due.

If I abandon the Property, or if I do not answer within 30 days, a notice from Lender stating that the Opposing Party (as defined below) offered to make an award to settle a claim for damages, Lender has the authority to settle any claim and collect the proceeds. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a legal claim in regard to Miscellaneous Proceeds. Lender may then use the Miscellaneous Proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

I will be in default if any lawsuit or other legal proceeding is brought seeking Forfeiture of the Property or seeking any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" means a legal order or judgment that takes away some or all of my rights in the Property, whether in a

Borrower Initials:

SMJ CLC

civil or in a criminal proceeding, I can cause that default by causing the lawsuit or legal proceeding to be dismissed with a legal ruling that, in Lender's reasonable judgment, precludes any forfeiture or any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. If there is any award or claim for damages for the reduction of Lender's interest or rights, the proceeds of that award or claim are assigned to and will be paid to Lender.

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

12. Continuation of Borrower's Obligations and of Lender's Rights.

(a) **Borrower's Obligations.** Lender may allow me, any Borrower, and any Successor in Interest of Borrower to delay or to change the amount of the Periodic Payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a Successor in Interest of Borrower, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against a Successor in Interest of Borrower for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so by Borrower or a Successor in Interest of Borrower.

(b) **Lender's Rights.** Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or fees against the Property; (2) Lender accepts payments from third Persons or Successors in Interest; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 23 below to demand that I make immediate payment in full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower and of Persons Taking over Borrower's Rights or Obligations. Except as provided in Section 16, any Successor in Interest of Borrower who takes over any rights or obligations under this Security Instrument in writing and who is approved by Lender will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. I will not be released from my liability under this Security Instrument unless Lender agrees in that release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument, except as provided in Section 20.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations made in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender can agree with the other Borrowers to delay-enforcing any of Lender's rights or to modify or make any accommodations regarding the terms of this Security Instrument or the Note without that Person's consent.

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

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

Borrower Initials S.M.C. C.L.C.

me will constitute a waiver of any right of action I might have arising out of such overcharge, unless Applicable Law expressly provides otherwise.

15. **Notices Required under this Security Instrument.** All notices given by me or Lender in connection with this Security Instrument must be in writing. Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice will be effective or "given" when mailed (or, if not mailed, when actually delivered) to my address, unless Applicable Law requires otherwise. Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice will be addressed to me at the address stated in the section above titled "Description of the Property." A notice will be given to me at a different address if I give Lender a notice of my different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time.

Any notice that must be given to Lender under this Security Instrument will be given by delivering or mailing it to Lender's address stated in subsection (C) of the section above entitled "Words Used Often in This Document." A notice will be mailed or delivered to Lender at a different address if Lender gives me a notice of the different address. A notice to Lender required by this Security Instrument is not given until it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Law That Governs this Security Instrument; Interpretation.** This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the Applicable Law, this conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence will not be construed as a prohibition against agreement by contract.

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

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

18. **Agreement about Lender's Rights if the Property is Sold or Transferred.** As used in this Section 18, "interest in the Property" means any interest in the Property recognized or protected by Applicable Law including, for example, lease interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, if the intent in the transfer of title by Borrower is a future sale to a purchaser.

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any interest in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, Lender will not require immediate payment in full if prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement, following the procedures in Section 16. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

19. **Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued.** Even if Lender has required immediate payment in full, I may have the right to have enforcement of this Security Instrument discontinued. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) such other period as Applicable Law might specify for the termination of my right to reinstate; or (c) before a judgment has been entered enforcing this Security Instrument, if I meet the following conditions:

(1) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if immediate payment in full had never been required;

Borrower Initials:

SMG LLC

- (2) I correct my failure to keep any of my other promises or agreements made to this Security Instrument;
- (3) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorney's fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (4) I do whatever Lender reasonably requires to assure that Lender's interest in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay such reimbursement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or jointly; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then the Note and this Security Instrument will remain in full effect as if immediate payment in full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required immediate payment in full under Section 19 above.

20. **Borrower's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Notice of Grievances.** The Note, or an interest in the Note, together with this Security Instrument, can be sold one or more times. I might not receive any prior notice of such sales.

The entity that collects my Periodic Payments due under the Note and this Security Instrument and also performs other mortgage loan servicing obligations under the Note, this Security Instrument and Applicable Law is called the "Loan Servicer." There can be a change of the Loan Servicer as a result of the sale of the Note; there also can be one or more changes of the Loan Servicer unrelated to a sale of the Note. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under RESPA. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA in connection with a notice of transfer of servicing. If the Note is sold, that purchaser may hire a third party as Loan Servicer. In that case, the Loan Servicer, and not the Note Purchaser, will have mortgage loan servicing obligations to Borrower, except when the Note or Applicable Law expressly requires otherwise.

Lender and I agree that we will not start a lawsuit or legal proceeding or join, or be joined in, an existing lawsuit (such as a class action) that arises from the other party's actions pursuant to the Security Instrument or that claims the other party broke any promise or failed to fulfill any duty under this Security Instrument or relating to the Loan until: (a) the complaining party gives written notice in the manner provided in Section 15 to the other party; (b) the notice clearly describes the promise broken or the duty unfulfilled; and (c) the party receiving the notice is given a reasonable time to correct the problem. This provision does not apply if Applicable Law specifically authorizes a lawsuit by me against Lender under the facts in question, and does not permit any cure or correction by Lender. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of default and opportunity to cure given to me pursuant to Section 22 and the demand for immediate payment in full given to Borrower pursuant to Section 18 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Continuation of Borrower's Obligations to Maintain and Protect the Property.** The federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection are called "Environmental Laws."

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous or as pollutants or wastes by Environmental Laws and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances."

An "Environmental Cleanup" includes any removal, remedial action or other response as defined in an Environmental Law. An "Environmental Condition" means a condition that can cause or contribute to or otherwise trigger an Environmental Cleanup.

Except as provided below: (a) I will not permit Hazardous Substances to be present on the Property; (b) I will not use or store Hazardous Substances on the Property; and (c) I will not allow anyone else to do so. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property.

I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so. I will not create an Environmental Condition affecting the Property or permit anyone else to do so or do anything which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property.

If I know of: (a) any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws; (b) any Environmental Condition, for example, any spill or leak of any Hazardous Substance; or (c) any condition relating to a Hazardous Substance that reduces the value of the Property, I will promptly notify the Lender in writing. If the government or a private party notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

This Section does not require the Lender to conduct or pay for any Environmental Cleanup.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. **Lender's Right If Borrower Fails to Keep Promises and Agreements.** After the occurrence of the conditions stated in subsections (a), (b) and (c) below, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. If all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may do this without making any further demand for payment. This requirement is called "immediate payment in full."

Lender may also require immediate payment in full if any of the events described in Section 15 occur, even if the conditions stated in subsections (a), (b) and (c) below are not met.

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this time Lender or another Person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law. These costs include reasonable attorney's fees and costs of filing evidence.

Lender may require immediate payment in full under this Section 22 only if all of the following conditions are met:

- (a) I fail to keep my promises or agreement made in this Security Instrument, including the promises to pay when due the Sum Secured;
- (b) Lender sends to me, in the manner described in Section 15 above, a notice that states:
 - (1) The promise or agreement that I failed to keep;
 - (2) The action that I must take to correct that default;
 - (3) A date by which I must correct the default. That date must be at least 30 days from the date on which the notice is given;
 - (4) That if I do not correct the default by the date stated in the notice, Lender may require immediate payment in full, and Lender or another Person may acquire the Property by means of foreclosure and sale;
 - (5) That if I meet the conditions stated in Section 19 above, I will have the right to have Lender's enforcement of this Security Instrument discontinued and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required; and
 - (6) That I have the right in any lawsuit for foreclosure and sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

Borrower initials: _____

S.M.C. C.L.C.

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.
23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering to the appropriate Registry of Deeds a discharge or release stating that this Security Instrument has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records (unless those costs were collected in advance of my last closing).

24. Payment During Foreclosure. I agree that Lender may accept rents from the Property, hazard insurance proceeds, condemnation awards, and any other monies produced by the Property or paid by me, even though Lender has demanded immediate payment in full and begun foreclosure and sale under Section 22 above. Lender may use such monies to pay off any part of the Spans Secured without affecting Lender's right to continue foreclosure and sale.

25. Riders to this Security Instrument. The promises and agreements of each Rider are incorporated as a part of this Security Instrument.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in the Rider signed by me and recorded with it.

Shawn M. Cote (Seal)
SHAWN M. COTE -Borrower

Cheryl L. Cote (Seal)
CHERYL L. COTE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

State of Maine
County of York

The foregoing instrument was acknowledged before me this 12th day of May, 2006.
by SHAWN M. COTE, CHERYL L. COTE

R. J. COTE
Notary Public, State of Maine

Russell Mouton
(Print or Type Name)

My commission expires: 28 Feb 2009



Loan Number: [REDACTED]

Date: MAY 11, 2005

Property Address: 259 HARDCRABBLE ROAD, LIMINGTON, MAINE 04049

EXHIBIT "A"

LEGAL DESCRIPTION

A CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH ANY BUILDINGS THEREON, LOCATED IN LIMINGTON, COUNTY OF YORK, STATE OF MAINE, SAID LAND BEING SITUATED ON THE WESTERN SIDE OF HARDCRABBLE ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #5 MARK TO BE SET AT THE SOUTHWEST CORNER OF LAND OF HARRY HUGHES CONVEY AS RECORDED IN BOOK 508, PAGE 344 AT THE YORK COUNTY REGISTER OF DEEDS; SAID MARK BEING SOUTH 88 DEGREES 51 MINUTES 30 SECONDS EAST A DISTANCE OF 500.00 FEET FROM A #5 MARK WITH CAP NO. 1208 TO BE SET AT THE NORTHEAST CORNER OF SAID CONVEY;

THENCE ALONG THE SIDELINE OF SAID ROAD SOUTH 08 DEGREES 51 MINUTES 30 SECONDS EAST A DISTANCE OF 300.00 FEET TO A #5 MARK WITH CAP NO. 1208 TO BE SET;

THENCE NORTH 88 DEGREES 07 MINUTES 25 SECONDS WEST A DISTANCE OF 400.00 FEET TO A #5 MARK WITH CAP NO. 1208 TO BE SET;

THENCE NORTH 08 DEGREES 51 MINUTES 30 SECONDS WEST A DISTANCE OF 300.00 FEET TO A #5 MARK WITH CAP NO. 1208 TO BE SET AT THE SOUTHWEST CORNER OF SAID CONVEY;

THENCE SOUTH 88 DEGREES 07 MINUTES 25 SECONDS EAST A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.39 ACRES. THE BEARING ABOVE REFERRED TO ARE REFERRED TO RECORDS NORTH, 1998 AS RECORDED ON A PLAN ENTITLED "MAP OF LAND OWNED BY HARRY HUGHES CONVEY AND HELEN CONVEY HARDCRABBLE ROAD, LIMINGTON, MAINE DATED NOVEMBER 28, 1998, REVISED APRIL 24, 2000. AS SURVEYED BY HUGH SURVEYING INC., BRUNSWICK, MAINE AND RECORDED IN PLAN BOOK 188, PAGE 27 IN SAID REGISTER OF DEEDS.

FOR INFORMATIONAL PURPOSES ONLY: THE APT IS SHOWN BY THE COUNTY REGISTRY AS R13-40, SOURCE OF TITLE IS BOOK 10182, PAGE 1 (RECORDED 08/10/00)

A.P.N. # : R13-40

DocId:31670000 500418437
www.docmagic.com

End of Document

EXHIBIT 3

After recording, return to:

Federal Home Loan Mortgage
Corporation, as Trustee
c/o Wright, Finlay & Zak, LLP
Attention: Annabelle de la Mora
4665 MacArthur Court, Suite 200
Newport Beach, CA 92660

QUITCLAIM ASSIGNMENT OF MORTGAGE

WHEREAS, Best Rate Funding Corp., a California Corporation ("Lender"), is identified as the "Lender" on a certain mortgage executed by Shawn M. Cote and Cheryl L. Cote, and bearing the date of May 11, 2006, securing the real property located in the State of Maine, with an address of 259 Hardscrabble Road, Limington, Maine 04049, and recorded on June 5, 2006, in York County's Registry of Deeds as Document #2006028695, in Book 14857, Pages 0788-0803 (hereinafter the "Mortgage");

WHEREAS, pursuant to an Order Appointing Receiver to Carry Out Court Judgment entered by the Superior Court of California (County of Orange) (the "Order"), Richardson Griswold was appointed as receiver for Lender to execute this Quitclaim Assignment, a true copy of the Order is attached hereto as Exhibit A;

WHEREAS Lender has certain rights that are described in the Mortgage;

WHEREAS, this Quitclaim Assignment is not intended to and does not modify or assign any of the rights, title or interests that Mortgage Electronic Registrations Systems, Inc. has or had in the Mortgage; and

WHEREAS, Lender wishes to convey and assign any and all rights it may have under the Mortgage.

Accordingly, Lender hereby assigns and quit claims to Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, all of its rights, title and interests (whatever they may be, if any) in the Mortgage.

BEST RATE FUNDING CORP., a
California Corporation

By: _____
Richardson Griswold, Court Appointed
Receiver

ACKNOWLEDGMENT

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 California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A TRUE COPY
ATTEST: *Nancy E. Hammond*
REGISTER OF DEEDS
YORK COUNTY MAINE
DATE: 09/29/2023 NUMBER OF PAGES 32

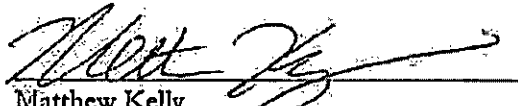
**AFFIDAVIT OF COMMENCEMENT OF FORECLOSURE
PURSUANT TO 14 M.R.S. § 6321**

Reference Mortgage recorded:
York County Registry of Deeds
Recorded on June 5, 2006
Book 14857, Page 788
Mortgaged Premises: 259 Hardscrabble Road, Limington, ME 04049

I, Matthew Kelly, paralegal with Doonan, Graves & Longoria, LLC, make this affidavit for the purpose of recording a copy of the attached foreclosure complaint in accordance with 14 M.R.S. § 6321.

This affidavit should be indexed under the following names:
Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3
Shawn M. Cote
Portfolio Recovery Associates LLC

Dated: August 4, 2023


Matthew Kelly
Doonan, Graves & Longoria, LLC


COMMONWEALTH OF MASSACHUSETTS

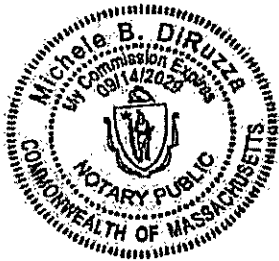
Essex, ss.

Dated this 4th day of August, 2023

COUNTY OF ESSEX

On this 4th day of August, 2023, before me, the undersigned notary public, personally appeared Matthew Kelly, who proved to me through satisfactory evidence of identification to be the person whose name is signed on this document, 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



UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

Federal Home Loan Mortgage Corporation,
as Trustee for the benefit of the Freddie
Mac Seasoned Loans Structured Transaction
Trust, Series 2019-3

Plaintiff

vs.

Shawn M. Cote

Defendant

Portfolio Recovery Associates LLC

Party-In-Interest

CIVIL ACTION NO:

COMPLAINT

RE:

259 Hardscrabble Road, Limington, ME
04049

Mortgage:

May 11, 2006
Book 14857, Page 788

NOW COMES the Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendant, Shawn M. Cote, as follows:

JURISDICTION AND VENUE

1. Pursuant to Federal Statute the Plaintiff has the power "to sue and be sued, complain and defend, in any State, Federal, or other court" 12 U.S.C. § 1452(c)(7). Moreover, "all civil actions to which the Corporation [Plaintiff] is a party shall be deemed to arise under the laws of the United States, and the district courts of the United States shall have original jurisdiction of all such actions, without regard to amount or value;". *See Also, Lightfoot, et al., v Cendant Mortgage Corp.*, (2017) 580 U.S. 82, 137 S.Ct. 553, 196 L.Ed.2d 259. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and

other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the object of this litigation is a Note executed under seal currently owned and held by Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, in which, Cheryl L. Cote and Shawn M. Cote, are the obligors and the total amount owed under the terms of the Note is One Hundred Fifty Thousand One Hundred Thirty-One and 99/100 (\$150,131.99) Dollars, plus attorney fees and costs associated with the instant action.
3. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

4. Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3 is a private corporation founded by Congress, currently under conservatorship under the direction of the Federal Housing Agency with its principal place of business located at 8200 Jones Branch Drive, McLean, VA 22102.
5. The Defendant, Shawn M. Cote, is a resident of Standish, County of Cumberland and State of Maine and thus is a citizen of Maine.
6. The Party-in-Interest, Portfolio Recovery Associates LLC, ("PRA") is located at 120 Corporate Blvd., Norfolk, VA 23502, and is a limited liability company, registered and in good standing in Maine with a registered agent in Maine at 45 Memorial Circle, Augusta, Maine 04330.

FACTS

7. On August 8, 2000, by virtue of a Warranty Deed from Shawn M. Cote, which is recorded in the York County Registry of Deeds in **Book 10162, Page 1**, the property situated at 259 Hardscrabble Road, City/Town of Limington, County of York, and State of Maine, was conveyed to Shawn M. Cote and Cheryl L. Cote, being more particularly described by the attached Exhibit A.
8. On May 11, 2006, Cheryl L. Cote and Shawn M. Cote, executed and delivered to Best Rate Funding Corp., a California Corporation a certain Note under seal in the amount of \$200,000.00. Defendant, Shawn M. Cote's, personal liability is limited and/or extinguished by the Chapter 7 bankruptcy filed which resulted in a bankruptcy discharge. *See* Exhibit B (a true and correct copy of the Note is attached hereto and incorporated herein).
9. To secure said Note, on May 11, 2006, Cheryl L. Cote and Shawn M. Cote, executed a Mortgage Deed in favor of Mortgage Electronic Registration Systems, Inc. as Nominee for Best Rate Funding Corp., securing the property located at 259 Hardscrabble Road, Limington, ME 04049 which Mortgage Deed is recorded in the York County Registry of Deeds in **Book 14857, Page 788**. *See* Exhibit C (a true and correct copy of the Mortgage is attached hereto and incorporated herein).
10. The Mortgage was then assigned to Bank of America, N.A. by virtue of an Assignment of Mortgage dated July 9, 2015 and recorded in the York County Registry of Deeds in **Book 17054, Page 218**. *See* Exhibit D (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
11. The Mortgage was then assigned to Specialized Loan Servicing, LLC by virtue of an Assignment of Mortgage dated April 20, 2017 and recorded in the York County Registry of

Deeds in **Book 17458, Page 377**. *See* Exhibit E (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).

12. On August 3, 2020, by virtue of a Quitclaim Deed from Shawn M. Cote, which is recorded in the York County Registry of Deeds in **Book 18330, Page 442**, the property situated at 259 Hardscrabble Road, City/Town of Limington, County of York, and State of Maine, was conveyed to Cheryl L. Cote without the Mortgage holders. Knowledge, consent or approval.
13. Upon information and belief, Cheryl L. Cote died on June 17, 2021.
14. On or about June 30, 2023 a petition was filed in the York County Probate Court to appoint Benjamin P. Campo, Esq. as Personal Representative of the Estate of Cheryl L. Cote and upon his appointment he will be named as a Party-In-Interest.
15. Proceeding at this time is appropriate under Title 14 § 6321, which states in pertinent part "Failure to join any party in interest does not invalidate the action nor any subsequent proceedings as to those joined." (Third paragraph)
16. The Mortgage was then assigned to Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3 As Owner of the Related Mortgage Loan by virtue of an Assignment of Mortgage dated March 25, 2020 and recorded in the York County Registry of Deeds in **Book 18208, Page 395**. *See* Exhibit F (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
17. The Mortgage was further assigned to Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3 by virtue of a Quitclaim Assignment dated April 6, 2023 and recorded in the York County Registry of Deeds in **Book 19219, Page 79**. *See* Exhibit G (a true and correct copy of the Quitclaim Assignment is attached hereto and incorporated herein).

18. On May 17, 2023, the Defendant, Shawn M. Cote, was sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certificate of Mailing (herein after referred to as the "Demand Letter"). *See* Exhibit H (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).
19. The Demand Letter informed the Defendant, Shawn M. Cote, the total amount necessary to cure the default and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See* Exhibit H.
20. The Defendant, Shawn M. Cote, failed to cure the default prior to the expiration of the Demand Letter.
21. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, is the present holder of the Note pursuant to endorsement by the previous holder (if applicable), payment of value and physical possession of the Note in conformity with 11 M.R.S. § 3-1201, et seq., and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).
22. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, is the lawful holder and owner of the Note and Mortgage.
23. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, hereby certifies that all steps mandated by law to provide notice to the mortgagor pursuant to 14 M.R.S.A. § 6111 and/or Note and Mortgage were strictly performed.
24. Portfolio Recovery Associates LLC is a Party-in-Interest pursuant to a Judgment in the amount of \$4,259.02 dated November 1, 2018, and recorded in the York County Registry of Deeds in Book 17835, Page 171 and is in second position behind Plaintiff's Mortgage.

25. The total debt owed under the Note and Mortgage as of July 2, 2023 is One Hundred Fifty Thousand One Hundred Thirty-One and 99/100 (\$150,131.99) Dollars, which includes:

Description	Amount
Principal Balance	\$130,793.82
Interest	\$10,548.73
Escrow Advance	\$8,192.49
Advance Balance	\$596.95
Grand Total	\$150,131.99

26. Upon information and belief, the Defendant, Shawn M. Cote, is presently in possession of the subject property originally secured by the Mortgage.

COUNT I—FORECLOSURE AND SALE

27. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, repeats and re-alleges paragraphs 1 through 22 as if fully set forth herein.

28. This is an action for foreclosure and sale respecting a real estate related Mortgage and title located at 259 Hardscrabble Road, Limington, County of York, and State of Maine. *See* Exhibit A.

29. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, is the holder of the Note referenced in Paragraph 8 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Note in conformity with Title 11, section 3-1201, et seq. of the Maine Revised Statutes and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, has the right to foreclosure and sale upon the subject property. *See Johnson v*

Toothaker v. Bayview Loan Servicing, LLC, 2022 WL 3278883 JDL (D. Me 2022), citing *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991).

30. The Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, is the current owner and investor of the aforesaid Mortgage and Note.
31. The Defendant, Shawn M. Cote, is presently in default on said Mortgage and Note, having failed to make the monthly payment due July 1, 2021, and all subsequent payments, and, therefore, have breached the condition of the aforesaid Mortgage and Note.
32. The total debt owed under the Note and Mortgage as of July 2, 2023 is One Hundred Fifty Thousand One Hundred Thirty-One and 99/100 (\$150,131.99) Dollars.
33. The record established through the York County Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
34. By virtue of the Defendant, Shawn M. Cote's, breach of condition, the Plaintiff hereby demands a foreclosure and sale on said real estate, as affected by Defendant, Shawn M. Cote's, discharge in bankruptcy and, accordingly, this action does not seek any personal liability on the part of the Defendant, Shawn M. Cote, but only seeks *in rem* judgment against the property.
35. Notice in conformity with 14 M.R.S.A. § 6111 and/or Note and Mortgage was sent to the Defendant, Shawn M. Cote, on May 17, 2023, evidenced by the Certificate of Mailing. *See* Exhibit H.
36. The Defendant, Shawn M. Cote, is not in the Military as evidenced by the attached Exhibit I.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, prays this

Honorable Court:

- a) Issue a judgment of foreclosure and sale in conformity with Title 14 § 6322, as affected by Defendant, Shawn M. Cote's, discharge in bankruptcy, and accordingly, this action does not seek any personal liability on the part of the Defendant, but only seeks *in rem* judgment against the property;
- b) Grant possession to the Plaintiff, Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2019-3, upon the expiration of the period of redemption;
- c) Find that the Defendant, Shawn M. Cote, is in breach of the Note by failing to make payment due as of July 1, 2021, and all subsequent payments, however, as affected by Defendant, Shawn M. Cote's discharge in bankruptcy, this action does not seek any personal liability on the part of the Defendant, Shawn M. Cote, but only seeks *in rem* judgment against the property;
- d) Find that the Defendant, Shawn M. Cote, entered into a contract for a sum certain in exchange for a security interest in the subject property;
- e) Find that it was the intent of the Defendant, Shawn M. Cote, and the original lender, Best Rate Funding Corp., a California Corporation, on May 11, 2006 to create a mortgage on the property commonly known as and numbered as 259 Hardscrabble Road, Limington, ME 04049;
- f) Impose the applicable time periods for redemption, etc., as reflected in 14 M.R.S.A. § 6322;

- g) Find that while the Defendant, Shawn M. Cote, have no personal liability in this matter, a Judgment of Foreclosure and Sale in this matter can be imposed *in rem* against the property commonly known as and numbered as 259 Hardscrabble Road, Limington, ME 04049;
- h) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,
Federal Home Loan Mortgage Corporation,
as Trustee for the benefit of the Freddie Mac
Seasoned Loans Structured Transaction Trust,
Series 2019-3,
By its attorneys,

Dated: August 2, 2023

/s/Reneau J. Longoria, Esq.
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