

# YAHOO! MAIL

**Subject** For aided Obstruction of TAX invocation to State Farm.

**From** pinkbookswap@yahoo.com <pinkbookswap@yahoo.com>

**To:** KATHY HOCHUL <governor.hochul@exec.ny.gov>, wmprivacy@warnermediagroup.com <wmprivacy@warnermediagroup.com>, cbpinfocenter@cbp.dhs.gov <cbpinfocenter@cbp.dhs.gov>, inbox@livekelly.com <inbox@livekelly.com>

**Cc:** Help Nyscef <helpcenter@nycourts.gov>, William McKenzie <wmckenzi@nycourts.gov>, wmckenzie@nycourts.gov <wmckenzie@nycourts.gov>, LLC. MANHATTAN SKYLINE <administrator@msskyline.com>, NYSCEF PROCESS HD <oca\_hd\_processor@nycourts.gov>, ombudsman@tdcj.texas.gov <ombudsman@tdcj.texas.gov>, Ombudsman's Office <ombuds@finra.org>, bop-ipp-publicaffairs@bop.gov <bop-ipp-publicaffairs@bop.gov>, bro-execassistant-s@bop.gov <bro-execassistant-s@bop.gov>, cnk-ccm@bop.gov <cnk-ccm@bop.gov>, bop-rsd-preacoordinator@bop.gov <bop-rsd-preacoordinator@bop.gov>, BK02 Communityboard <bk02@cb.nyc.gov>, amasters@boc.nyc.gov <amasters@boc.nyc.gov>, boc@boc.nyc.gov <boc@boc.nyc.gov>, Kpmg Info <info@kpmg.com>

**Date** Mon, Jun 6, 2022 at 3:40 PM

Attached, and known by those who participated in the matter of NYSCEF 153974/2020, notwithstanding their counselors.

Fax confirmations attached and as supplement.

**LET** me know what venue they have grounds to hold a case, and **LETS** go there to litigate.

/s/ Baris Dincer.

Tel: 646-256-3609

That's carried INTEREST, avoided and obstructed in 2020 owed in arrears, by the way...

## LOAN 50074 - SECTION 1.4 --- INDEMNITY.

[https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc\\_id=2020052000291002](https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2020052000291002)

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**Loan Documents** (as defined in Section 1.3) including, without limitation, sums owing from or required to be paid by Mortgagor as a result of the breach or non-performance of any of the **Obligations** (as defined in Article Two), regardless of whether Mortgagor is personally liable for any such payment.

### **1.4 Loan Documents.**

In addition to this Mortgage and the Note, there have been executed and delivered to and in favor of State Farm certain other loan documents (the Note, this Mortgage and all other documents and instruments, whether now or hereafter existing, which secure or guarantee payment of the Note or are otherwise executed in connection with the Loan, as the same may hereafter be amended, modified, supplemented or replaced from time to time, are collectively referred to herein as the "**Loan Documents**". The Loan Documents include, without limitation, a guaranty (whether one or more, the "**Guaranty**") executed by Donald Zucker (whether one or more, the "**Guarantor**") of even date herewith.

### **ARTICLE TWO THE GRANT**

# LOAN 50074 - SECTION 3.6 --- TAX RISKS.

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(b) Mortgagor shall first notify State Farm in writing of the intention of Mortgagor to contest the same before any Contested Liens have been increased by any interest, penalties or costs.

## **3.6 Tax and Lien Payments by State Farm.**

(a) Upon the failure of Mortgagor to pay the Tax Deposits as required in Section 3.3 or, in the event said payments are waived by State Farm, to pay the Taxes required to be paid in Section 3.5 above (unless Mortgagor is contesting the Taxes as provided in Section 3.5 above), State Farm is authorized, in its sole discretion, to make any payment of Taxes in accordance with any tax bill or statement from the appropriate public office without inquiry into the accuracy or validity of any Taxes, sales, forfeiture of title or claim relating thereto.

(b) State Farm is also authorized, in the place and stead of Mortgagor, to make any payment relating to any apparent or threatened adverse title, lien, claim of lien, encumbrance, claim, charge or payment otherwise relating to any other purpose but not enumerated in this Section, whenever, in State Farm's judgment and discretion, such payment seems necessary to protect the full security intended to be created by this Mortgage.

(c) All such payments authorized by this Section 3.6 that are not promptly reimbursed by Mortgagor shall constitute additional Indebtedness and shall be immediately due and payable by Mortgagor to State Farm upon demand with interest at the Default Rate (as defined in the Note) from the date of such payment.

## **3.7 Insurance.**