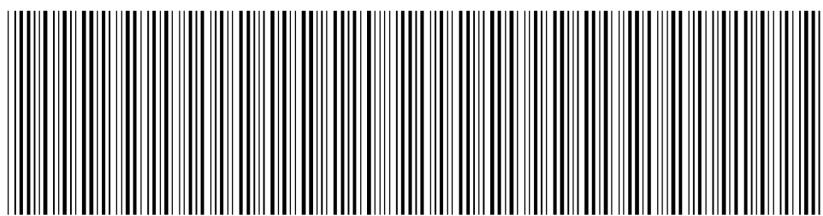


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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2018120400572001001EF16A

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 13****Document ID: 2018120400572001**

Document Date: 11-13-2018

Preparation Date: 12-04-2018

Document Type: MORTGAGE

Document Page Count: 12

**PRESENTER:**

FREEDOM ABSTRACT  
105 MAXESS ROAD  
SUITE 121  
MELVILLE, NY 11747  
631-414-5941  
ANOROTSKY@FREEDOMABSTRACT.COM

**RETURN TO:**

FREEDOM ABSTRACT  
105 MAXESS ROAD  
SUITE 121  
MELVILLE, NY 11747  
631-414-5941  
fr131010082

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>PROPERTY DATA</b>
BROOKLYN	2046	2	Entire Lot	139 CLERMONT AVENUE

**Property Type:** DWELLING ONLY - 1 FAMILY**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**MORTGAGOR/BORROWER:**  
EURYDICE DECKER  
139 CLERMONT AVENUE  
BROOKLYN, NY 11205

**MORTGAGEE/LENDER:**  
FIRST REPUBLIC BANK  
111 PINE STREET  
SAN FRANCISCO, CA 94111

**FEES AND TAXES****Mortgage :**

Mortgage Amount: \$ 60,000.00

Taxable Mortgage Amount: \$ 60,000.00

Exemption:

TAXES: County (Basic): \$ 300.00

City (Additional): \$ 600.00

Spec (Additional): \$ 0.00

TASF: \$ 150.00

MTA: \$ 150.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 1,200.00

Recording Fee: \$ 97.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

Recorded/Filed 12-04-2018 13:41

City Register File No.(CRFN):  
**2018000399554**
*City Register Official Signature*

FR131010082

WHEN RECORDED, MAIL TO:  
**FIRST REPUBLIC BANK**  
111 PINE STREET  
SAN FRANCISCO, CALIFORNIA 94111

This instrument was prepared by:  
**FIRST REPUBLIC BANK**  
111 PINE STREET  
SAN FRANCISCO, CALIFORNIA 94111  
415-392-1400

Property Type:

Tax Map Information Number: **Block 2046 Lot 2**

Amount of Taxes Due: \$

Loan Number: **60-07199144**

[Space Above This Line For Recording Data]

## CREDIT LINE MORTGAGE

NOTE: This document contains a provision for an adjustable interest rate and secures a revolving line of credit.

### WORDS USED OFTEN IN THIS DOCUMENT

BLK  
Words used in multiple sections of this document are defined below, and other words are defined below in the section title "Description of the Property" and in Sections 4, 5, 9, 11, 20, 22, 23, 25 and 26. Certain rules regarding the usage of words used in this document are also provided in Section 16.

2046

(A) "**Security Instrument**" means this document, which is dated **November 13, 2018**, together with all Riders to this document.

Lot

(B) "**Borrower**" is **Eurydice Decker**. Borrower's address is **139 Clermont Avenue, Brooklyn, NY 11205**. Borrower will sometimes be called "I," "me" or "us" in this Security Instrument.

2

(C) "**Lender**" is **FIRST REPUBLIC BANK**. Lender is **A STATE BANK**, organized and existing under the laws of **CALIFORNIA**. Lender's address is **111 PINE STREET, SAN FRANCISCO, CALIFORNIA 94111**.

(D) "**Note**" means the Home Equity Line of Credit Agreement and Disclosure Statement signed and dated **November 13, 2018**. The Note provides, among other things, for the establishment of a revolving line of credit in the maximum amount of **\$60,000.00**, an adjustable interest rate tied to an index and the other charges. The maturity date of this Note is **November 26, 2043**.

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

(F) "**Loan**" means the debt evidenced by the Note, plus interest, finance charges and other fees and charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider              |
| <input type="checkbox"/> Balloon Rider     | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> 1-4 Family Rider  |   |
| <input type="checkbox"/> Other [Specify]   |   |

(I) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$60,000.00. Except to the extent required by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the terms of the Note or this Security Instrument. The Credit Limit also does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the promises and agreements contained in this Security Instrument.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in, Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(M) "Lien" means any claim, demand or charge that is made against property because an obligation has not been fulfilled.

(N) "Account" has the meaning set forth in the Note.

#### BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. 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. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions, modifications and replacements of the Note from time to time;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

#### DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below:

(A) The Property which is located at: 139 Clermont Avenue  
Brooklyn, NEW YORK 11205

("Property Address").

This Property is in Kings County. It has the following legal description:

#### See Attached Exhibit "A"

- (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 streets 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 (B) 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
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) 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 Liens 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**

My promises and agreements in this Security Instrument are stated in "plain language."

**COVENANTS.** I promise and I agree with Lender as follows:

**1. Borrower's Promise to Pay.** I will pay to Lender on time the Sums Secured and will keep all of my promises and agreements under this Security Instrument and the Note.

**2. Application of Borrower's Payments and Insurance Proceeds.** Lender will apply each of my payments that Lender accepts to the Sums Secured in the following order of priority:

First, to pay finance charges due under the Note;

Next, to pay late fees due under the Note;

Next, to pay other fees and charges due under the Note or this Security Instrument; and

Next, to pay the remaining principal balance of the Note.

Such payments will be applied to each periodic payment under the Note in the order in which it became due.

**3. Monthly Payments For Taxes And Insurance.** Unless required by Applicable Law or otherwise provided in a separate agreement, I will not be required to pay to Lender in escrow any amounts for taxes, assessments, water charges, sewer rents and other similar charges; leasehold payments or ground rents (if any); premiums for any and all insurance required by Lender under Section 5 of this Security Agreement; Community Association Dues, Fees and Assessments (if any); or other amounts.

**4. Borrower's Obligation to Pay Charges, Assessments And Claims.** I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. I will make all payments and keep all of my promises and agreements set forth in any mortgage, deed of trust, security agreement or other Lien document that is superior to this Security Instrument and that Lender has approved, as and when required by the same, and I will not amend, modify, extend or increase the amount secured by such mortgage, deed of trust, security agreement or other Lien document without Lender's prior written consent. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all Liens against the Property that may be 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 only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other 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 Borrower a notice identifying the superior Lien. Within ten (10) days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Upon demand, I will furnish Lender with satisfactory evidence of the payment of all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property, as well as ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property and payments due under any superior mortgage, deed of trust, security agreement and other Lien document.

**5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance.** 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 will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during the term of the Loan but will not exceed the replacement cost of all buildings and other improvements then located on the Property. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover

Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become Sums Secured and shall be payable according to the terms of the Note. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will 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 of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name 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 the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance 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 Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the Sums Secured. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within thirty (30) days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 23 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Borrower's Obligations to Occupy The Property.** I will occupy the Property and use the Property as my principal residence within sixty (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 extenuating circumstances exist which are beyond my control.

**7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.**

**(a) Maintenance and Protection of the Property.** I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds 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 promise to pay for the completion of such repair or restoration.

**(b) Lender's Inspection of Property.** Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

**8. Borrower's Loan Application.** If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important 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 (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees, to the extent not prohibited by Applicable Law, to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9, and such amounts shall be Sums Secured and shall be payable according to the terms of the Note.

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 acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

**10. Condemnation.** I will give Lender prompt written notice of any Condemnation proceeding or action pending or threatened against the Property, and authorize Lender to intervene in my name in such proceeding or action.

**11. Agreements About Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due, in the order provided for in Section 2. The excess, if any, will be paid to me.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within thirty (30) days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument in the event of any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I may have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 23). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

**12. Continuation of Borrower's Obligations And of Lender's Rights.**

(a) **Borrower's Obligations.** Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the periodic payments under the Note. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

(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 Liens against the Property; (2) Lender accepts payments from third Persons; 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.** 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 contained 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 may agree with the other Borrowers to delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such 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 promises and agreements made in this Security Instrument.

**14. Loan Charges.** Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, reasonable attorneys' fees permitted by Applicable Law, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable 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 charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded 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 Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, by doing so I will waive any right to bring a lawsuit against Lender because of the overcharge (other than rights accruing to me under Part 80 of the General Regulations of the Superintendent of Financial Services of New York State).

**15. Notices Required under this Security Instrument; Lender's and Borrower's Right to Notice of Grievance.** All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a 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 to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when 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.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under this Section 15) of the unfulfilled obligation and, if required by this Security Instrument or Applicable Law, given a reasonable time period to take corrective action. If Applicable Law provides a time period which will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 23 and the notice of the demand for payment in full given to me under Section 23 will be deemed to satisfy the notice and opportunity to take corrective action provisions of Section 15. All rights under this paragraph are subject to Applicable Law.

**16. Law That Governs this Security Instrument; Word Usage.** This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note is held to be invalid or unenforceable, such provision will be considered changed to the extent permissible and necessary to comply with Applicable Law and shall not affect the validity or enforceability of any other provision contained in this Security Instrument or the Note.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole 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. Agreements about Lender's Rights If the Property Is Sold or Transferred.** 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 right 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, this option shall not be exercised by Lender if such exercise is 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. The notice will give me at least thirty (30) days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make Immediate Payment in Full during that period, Lender may act to enforce any of 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 stopped. I will have this right at any time before the earliest of: (a) a judgment has been entered enforcing this Security Instrument; or (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped. In order to have this right, I must meet certain conditions.

If I fulfill all of the conditions, then 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 18 of this Security Instrument.

**20. Default.** Lender may, without prior notice to Borrower, declare Borrower to be in default if any of the following occur:

(a) Borrower engages in illegal activity, fraud or makes a material misrepresentation in connection with the Note, this Security Instrument or the Account;

(b) Borrower fails to meet the repayment terms of the Note for any outstanding balance or is otherwise in default under the Note; or

(c) Borrower's action or inaction adversely affects Lender's security given in this Security Instrument or any right of Lender in such security which action or inaction may include, without limitation: the transfer of title to all or any part of the security or any right in the security without Lender's prior written permission; the illegal use of the security that subjects the security to seizure by a governmental body; the failure to maintain required insurance on the security; the destructive use of or failure to maintain the security; the failure to pay taxes on the security or some other action or inaction by Borrower resulting in the filing of a Lien on the security superior to Lender's lien; the filing of a judgment against the security which adversely affects Lender's lien or any other right Lender may have in the security; the death of an accountholder that results in the transfer of the security to a Person not party to this Security Instrument; any other default under this Security Instrument that impairs the security; the taking of any portion or all of the security through Condemnation; or other default under this Security Instrument.

**21. Continuation of Borrower's Obligations to Maintain and Protect the Property.** The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances 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 by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. 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. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

**22. Lender's Rights If Borrower Fails to Keep Promises and Agreements.** Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

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 sale 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 and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees permitted by Applicable Law to the amount I owe Lender, which fees shall become part of the Sums Secured.

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 any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;
- (b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that complies with Applicable Law. If applicable, the notice will state that (1) if I meet certain conditions, I may have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and (2) 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
- (c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

Notwithstanding the foregoing to the contrary, if I fail to keep any promise or agreement made in this Security Instrument or the Note or another default occurs under this Security Instrument, Lender may elect not to require Immediate Payment in Full under this Section 22 and, instead, may refuse to make additional advances under the Note or to reduce the Credit Limit. Lender's election not to exercise any right or remedy under this Security Instrument shall not constitute a waiver or forfeiture of Lender's right to do so at a later time or if I subsequently fail to keep a promise or agreement or another default subsequently occurs under this Security Instrument.

**23. Lender's Obligation to Discharge this Security Instrument.** When Lender has been paid all Sums Secured, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so

requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

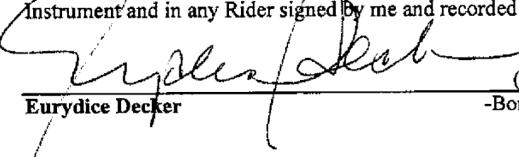
**24. Agreements about New York Lien Law.** I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.

**25. Credit Line Mortgage.** This Security Instrument is intended to be a credit line mortgage according to a law known as Section 281 of the New York Real Property Law ("Section 281"). Section 281 provides that this Security Instrument shall secure not only the original indebtedness under the Note but also the indebtedness created by future advances made under the Note within thirty (30) years from the date of the recording of this Security Instrument, whether such advances are obligatory or are to be made at the option of the Lender or otherwise, to the same extent and with the same priority of lien as if such future advances had been made at the time this Security Instrument was recorded, although there may have been no advances made at the time of the execution and acknowledgment of the Note and this Security Instrument, and although there may be no indebtedness outstanding at the time any advance is made. Section 281 further provides that the total amount of indebtedness that may be secured by this Security Instrument may increase or decrease from time to time, but the amount so secured at any one time shall not exceed the maximum amount specified in the Note and this Security Instrument, plus interest thereon at the rate provided in the Note and this Security Instrument, and plus any disbursements made to protect the security of this Security Instrument, with interest on such disbursements at the rate provided in the Note and this Security Instrument.

**26. Borrower's Statement Regarding the Property [check box as applicable].**

- This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.  
 This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.  
 This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 12 of this Security Instrument and in any Rider signed by me and recorded with it.

  
Eurydice Decker

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF NEW YORK, New York County ss:

On the 13 day of November, 2018 before me, the undersigned, personally appeared Eurydice Decker personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LINDA A. HOLBROOK  
Notary Public, State of New York  
No. 01HO6074303  
Qualified in Nassau County J.D.  
Commission Expires 05/13/20

  
Notary Public State of New York

Loan originator (Organization): FIRST REPUBLIC BANK; NMLS #: 362814

Loan originator (Individual): Jessica Decker; NMLS #: 1265264

Loan Number: **60-07199144**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

For Property located at:  
**139 Clermont Avenue, Brooklyn, NY 11205**

The legal description of said property is described as follows:

See Legal description(s) attached hereto and by this reference made a part hereof.

*First American Title Insurance Company*

Title Number: **FR131010082**  
Page 1

**SCHEDULE A DESCRIPTION**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Clermont Avenue distant 111 feet 11 ½ inches northerly from the corner formed by the intersection of the northerly side of Myrtle Avenue on the easterly side of Clermont Avenue;

RUNNING THENCE easterly at right angles to Clermont Avenue, 120 feet;

THENCE northerly parallel with Clermont Avenue 25 feet;

THENCE westerly at right angles to Clermont Avenue 120 feet to the easterly side of Clermont Avenue;

THENCE southerly along the easterly side of Clermont Avenue 25 feet to the point or place of BEGINNING.

Loan Number: 60-07199144

**AUTHORIZATION AGREEMENT FOR AUTOMATIC LOAN PAYMENT**

The undersigned hereby authorize **FIRST REPUBLIC BANK** to charge my deposit account with **FIRST REPUBLIC BANK** account number 80003792595 for funds necessary to pay my monthly loan obligation for loan number 60-07199144 (the "automatic loan payment"), which will include tax and insurance impounds as applicable, and the principal and/or interest payment due under the note. I would also like to make the following optional payment:

- Optional:**
1.  The required monthly loan payment plus \$ \_\_\_\_\_ to be applied to as a principal reduction
  2.  Pay in full each month (includes all interest accrued through the date of the automatic debit, plus all outstanding principal, late charges, and/or fees due)

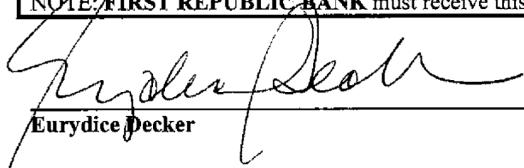
The automatic loan payment will be deducted automatically each month from my deposit account and will be applied to my loan on my payment due date as described in my note. I would like my automatic loan payment to begin effective on the 25th day of the month following the initial disbursement (see NOTE below) and I agree to give advance notice, in writing, to **FIRST REPUBLIC BANK** to discontinue. I understand that this agreement in no way interferes with my rights to stop payments on any automatic loan payment in accordance with applicable laws.

If I choose at any time to pay more than the automatic loan payment, I may do so by writing a check, wiring funds, or otherwise making payment to **FIRST REPUBLIC BANK**. If I choose to change my automatic loan payment amount, I must give **FIRST REPUBLIC BANK** written notice of the change at least 15 days prior to the next automatic loan payment due date. I understand that I may request a change in the automatic loan payment amount a maximum of two times per loan year. If I choose to change my automatic loan payment amount more often, I understand that my loan will be assessed a charge of \$50.00 for each additional automatic loan payment change.

I understand that the amount of funds deducted from my deposit account may change due to interest rate and payment changes as described in my note. I understand that I will be notified in accordance with applicable law prior to my loan due date of any changes in my monthly payment.

I agree to hold **FIRST REPUBLIC BANK** harmless for any fees incurred due to insufficient or uncollected funds. I also understand that should an automatic loan payment not be able to clear in a timely manner my loan will be assessed a standard late charge as described in my note and as permitted by applicable law. **FIRST REPUBLIC BANK** may, but is not obligated, to resubmit automatic debits that are returned for non-sufficient funds.

**NOTE:** **FIRST REPUBLIC BANK** must receive this form a minimum of 15 days prior to the next month's automatic loan payment.

  
Eurydice Decker11/13/12  
Date  
-Borrower

David William Decker

11/13/12  
Date  
-Borrower

(Sign Original Only)

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**For FIRST REPUBLIC BANK office use only (PLEASE PRINT)**

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