

MIN: 1001026-0040040675-9

Loan Number: 40040675

3275005ta52

**InterestFirst<sup>SM</sup> NOTE**

MARCH 31, 2005  
(Date)

DANBURY

CONNECTICUT  
(State)

2455 GUNTHER AVENUE, BRONX, NEW YORK 10469  
(Property Address)

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$480,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FAIRFIELD FINANCIAL MORTGAGE GROUP, INC., A CONNECTICUT 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 6.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payment on the 1st day of each month beginning on MAY 1, 2005. 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 if the payment includes both principal and interest it will be applied to interest before principal. If, on APRIL 1, 2035, 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 NATIONAL PLACE, DANBURY, CONNECTICUT 06810

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. \$2,700.00 for the first 120 months of this Note, and thereafter will be in the amount of U.S. \$3,649.75. The Note Holder will notify me prior to the date of change in monthly payment.

**4. BORROWER'S RIGHT TO PREPAY \*\* See attached Prepayment Note Addendum.**

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 of my monthly payment unless the Note Holder agrees in writing to those changes. However, if the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the Principal and the interest required under this Note will be paid prior to the Maturity Date.

The mortgage was executed in April of 2005 and the Note was assigned in blank to the First National Bank of Nevada who then executed an Allonge in blank. The Allonge by FNB of Nevada is improper since there is room at the bottom of the note and the Allonge is not permanently affixed. The mortgage was subsequently assigned in January, 2009 (after the fact) from MERS to the Trust (A to D). The Assignment identifies the original lender as MERS "as nominee for the actual original lender. The Assignment also states that the mortgage has not been previously assigned.

## 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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from 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 2.000 % of my overdue payment of interest and/or 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 3(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

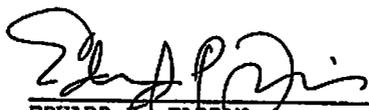
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep 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 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 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 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.

  
\_\_\_\_\_  
EDWARD P. FABIAN (Seal)  
-Borrower

  
\_\_\_\_\_  
ARACELIS C. FABIAN (Seal)  
-Borrower

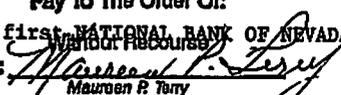
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

{Sign Original Only}

Pay To The Order Of:  
first NATIONAL BANK OF NEVADA  
Without Recourse  
By:   
Maureen R. Terry  
Assistant Secretary  
Fidelity Financial Mortgage Group, Inc.

## PREPAYMENT ADDENDUM TO NOTE

Loan Number: 40040675

Date: MARCH 31, 2005

Borrower(s): EDWARD P. FABIAN, ARACELIS C. FABIAN

THIS PREPAYMENT ADDENDUM TO NOTE (the "Addendum") is made this 31st day of MARCH, 2005, and is incorporated into and shall be deemed to amend and supplement that certain promissory note (the "Note") made by the undersigned ("Borrower") in favor of FAIRFIELD FINANCIAL MORTGAGE GROUP, INC.

("Lender") and dated the same date as this Addendum. Repayment of the Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") given by Borrower in favor of Lender and dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall supersede the inconsistent provisions of the Note.

Section 4 of the Note is amended to read in its entirety as follows:

### 4 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

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.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the 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 dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If before TWELVE ( 12 ) months from the date the loan is made I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to THREE percent ( 3.000 %) of the amount prepaid.

If the interest rate or finance charge at any time exceeds the legal limit under which the Prepayment penalty as described above is allowed, then the Note Holder's right to assess the Prepayment penalty will be determined under applicable law.

Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property after the first 12 months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.

 3/3/05  
Borrower EDWARD P. FABIAN Date

Aracelis C. Fabian 3/21/05  
Borrower ARACELIS C. FABIAN Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date



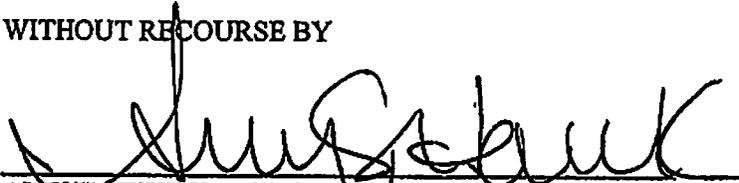
1665 West Alameda Drive  
Tempe, AZ 85282  
Office (480) 224-7000 Fax (602) 636-7388

**ALLONGE TO NOTE**

**LOAN NUMBER: 3275005652**  
**BORROWER: FABIAN**  
**IN THE AMOUNT OF: \$480,000.00**

**PAY TO THE ORDER OF:**

**WITHOUT RECOURSE BY**



**AMY HAWKINS, ASSISTANT VICE PRESIDENT**  
**FIRST NATIONAL BANK OF NEVADA**

Loan # 7439424250

**ASSIGNMENT OF MORTGAGE**

County of **BRONX**, State of New York

Assignor: Mortgage Electronic Registration Systems, Inc., as nominee for Fairfield Financial Mortgage Group, Inc., its successors and assigns, 3300 SW 34th Ave Suite 101, Ocala, FL 34474

Assignee: The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee for RAMP 2005RS7, 1 Wall St., New York, NY 10286

Original Lender: Mortgage Electronic Registration Systems, Inc., as nominee for Fairfield Financial Mortgage Group, Inc., its successors and assigns

Mortgage made by EDWARD P. FABIAN, ARACELIS C. FABIAN, dated the 31st day of March, 2005 in the amount of Four hundred and eighty thousand dollars (\$480,000.00) and interest, recorded on the 28th day of April, 2005 in the Office of the Clerk of the County of BRONX at CRFN 2005000247199.

This said mortgage has not been otherwise assigned.

Property Address: 2455 GUNTHER AVENUE, BRONX, NY 10469  
SBL # Block 4490 Lot 37

Know that All Men By These Present in consideration of the sum of One and No/100th Dollars and other good valuable consideration, paid to the above Named assignor, the receipt and sufficiency of which is hereby acknowledged the Said Assignor hereby assigns unto the above named Assignee the said Mortgage, and the full benefit of all the powers and of all the covenants and Provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

**TO HAVE AND TO HOLD** the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

**THIS** Assignment is not subject to the requirement of Section 275 of the Real Property Law because it is within the secondary mortgage market.

**IN WITNESS WHEREOF**, the Assignor has caused these presents to be signed by its duly authorized officer this 27<sup>th</sup> day of January, 2009.

**IN PRESENCE OF**

Mortgage Electronic Registration Systems, Inc., as nominee for Fairfield Financial Mortgage Group, Inc., its successors and assigns

BY: *Elpiniki M. Bechakas*  
Elpiniki M. Bechakas  
Assistant Secretary and Vice President

State of New York  
County of Erie

ss:

On the 27<sup>th</sup> day of January in the year 2009 before me, the undersigned, a notary public in and for said state, personally appeared Elpiniki M. Bechakas, 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 and that such individual made such appearance before the undersigned in the \_\_\_\_\_ (Insert city or political subdivision and state or other place acknowledgment taken— if acknowledgment is taken outside of New York State)

*Janise D. Destro* Notary Public

Janise D. Destro  
Notary Public, State of New York  
Qualified in Erie County  
My Comm. Exp. 8/13/20 11