

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702355

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111118

Index #: E2024000703

Date: 01/11/2024

Time: 3:04:48 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

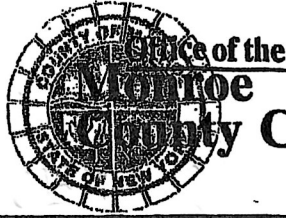
MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 1



State of the
County Clerk

FILED

OCT 27 2021

Monroe County
Clerk's Office

**CERTIFICATE OF INDIVIDUAL
DOING BUSINESS UNDER ASSUMED NAME**

It is hereby certified that:

New
 Amended

The undersigned is transacting business at 6433 Francis Drive

City of Victor Zip Code 14564 County of Ontario State of New York

under the name of House Surgeon Renovations

The full name of the undersigned is: James Richard Caputo

and his/her residence is 6433 Francis Drive

City of Victor Zip Code 14564 County of Ontario State of New York.

I further certify that I am successor and interest to _____

This certificate is executed and filed pursuant to Section 130 of the General Business Law.

Dated: 10/27/2021

[Signature]
(Signature)

STATE OF NEW YORK)
COUNTY OF MONROE)
City of Rochester) ss.

On this 27 day of October in the year two thousand 21 before me, the subscriber,
personally appeared James R Caputo to me personally known to be
the same person described in and who executed the foregoing instrument, and he/she acknowledged that he/she
executed the same.

IRWIN H. HARRIS
Notary Public, State Of New York
Monroe County
Commission Expires 3-24-22

James R Caputo

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702356

Book Page CIVIL

No. Pages: 5

Instrument: EXHIBIT(S)

Control #: 202401111119

Index #: E2024000703

Date: 01/11/2024

Time: 3:04:49 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 2

House Surgeon Home Service
6433 Francis Drive
Victor, NY 14564



Date: August 3, 2021

Customer: Houle Sales Consulting, Inc. – Robert Houle, President
Address: P.O. Box 86 Mendon, NY 14506
Telephone #: (585) 260-6460
E-mail: robertthoule@aol.com

Description of Work: Water Damaged Home Restoration
Work Location: 4 Chambord Drive Mendon, NY 14506

Plumbing Work: (Bold type is work already completed since May 1, 2021.)

Water and Drain Lines

1. Remove all copper water lines to entry point from all plumbing fixtures and two spigots.
2. Install new blue and red Pex water lines throughout out home from entry point, extending the ¾" main line to feed both upstairs and downstairs ½" line fixtures; and two spigots.
3. Remove and replumb drain/vent lines for upstairs fixtures which includes a new 2" vent line for master toilet; a new 2" drain & vent for master shower; removing vent connection for accessory kitchen sink; reconfigure drain connections for master bath vanity.
4. Remove and replumb drain/vent lines for downstairs fixtures which includes moving the 3" main drain line from upstairs (that was previously contained within a large soffit) into an adjacent wall and out of the way – reconnecting all upstairs plumbing fixtures to this newly located main line.
5. Replumb/relocate/install new drain lines and vent line for first floor laundry (with separate laundry tub/sink) and bathroom, adding a stand-up shower.
6. Install all new shut off valves.
7. Relocate main drain stack as it passes above kitchen sink to reside in a smaller chase, along with moving all connections thereto.
8. Install new mixing/control valves for three showers.
9. Install new utility sink in garage with water and drain lines.

Hot Water Heater

10. Remove old hot water heater.
11. Position and install new hot water heater.
12. Connect new water lines with shut-offs.
13. Refurbish/restore gas line connections from main line to hot water heater.
14. Reconnect gas line to water heater.
15. Install new 2" pvc exhaust line for hot water heater, piped through rim joist.

Gas Line

16. Remove old gas line from furnace/hot water heater to the meter.
17. Install all new gas line from meter to furnace area.
18. Install gas line extension to kitchen and laundry for gas appliance options.

Total Labor Cost: \$8,500

Framing Repair**(FIRST FLOOR)**

1. Demo water damaged framing and flooring* in living room, family room, first-floor bathroom*, first-floor laundry room*.
2. Reframe, rebuilt and structurally correct (from the inside) water damaged wood involving the outer corner and walls in the living room and family room.
3. Remove siding on rear of house outside of damaged laundry/bathroom walls.
4. Reframe, rebuilt and structurally correct (from the inside and outside) water damaged wood involving the majority of outer wall for the first-floor bathroom and first-floor laundry room, including new window rough-in for laundry.
5. Replace outer sheathing boards on house outside laundry/bathroom area. Replace Tyvek sheeting and reinstall siding.
6. Install new window in laundry room.
7. Jack up segments of first floor to repair/replace water damaged/crushed base plate along entire outer length of the first floor laundry and bathroom.
8. Remove and repair 12' of damaged 2x10 rim joist on back of house outside laundry/bath.
9. Repair/reinforce multiple water damaged joists in living room, family room and mainly the bathroom/laundry area, along with installation of 2x10x12 sister joist for corrected support in living room.
10. Caulk all gaps.
11. Demo current framing separating first-floor bathroom/laundry/extra room for new configuration.
12. Replace water damaged sub-flooring in first-floor bathroom and laundry room.
13. Jack up small segment of family room and kitchen to repair water damaged/crushed base plates over each of the basement windows.
14. Install support header across laundry/bath/room area to enable extra room expansion.
15. Reframe first-floor bathroom/laundry/extra room to make bathroom now the laundry, the laundry now the bathroom with new 32" x 36" shower, and extra room now a bedroom with a new closet and approximately 100 overall square feet of space.
16. Frame-in new doors for bathroom, laundry and new bedroom.
17. Jack up second story floors above kitchen/dining room to repair failing header into D.R.
18. Install two new jack posts beneath dining room entrance to complete support of this area.
19. Demo family room French doors and eating area sliding glass doors.
20. Install new French door to outside from family room and sliding glass door to eating area.
21. Install all new 5/8" tongue and groove plywood to entire first floor.
22. Remove water damaged sill plate and wall studs in front corner of garage. Repair damaged foundation for front corner of garage. Install new wall studs and wall base. Repair outer sheathing in front corner of garage. Concrete repair adjacent step into garage.

(SECOND FLOOR)

23. Demo water damaged framing and multiple floor-boards across back of rear bedroom and back of master closet.
24. Reframe, rebuilt and structurally correct (from the inside) water damaged wood involving multiple areas of wall across the house back in two bedrooms.
25. Replace water damaged flooring in two bedrooms.
26. Demo existing (entry) wall (including plumbing) for master bath to open up space.
27. Frame-in new doorway for master bath and shift entrance to master closet.
28. Frame-in new wall along back of new master vanity for plumbing and medicine cabinets.

Total Labor Cost: \$11,000

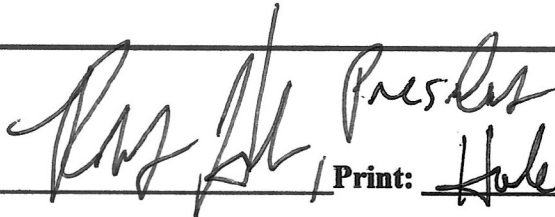
Homeowner to Provide the following items:

1. Roll-off container (or equivalent) and *all* construction materials needed to complete the job.

A deposit/payment of \$3,000 and interval payments of \$400/week (towards the final labor cost totals above) are required to move forward in exchange for 32 hours of work per week (between 8am – 5pm) until completion. Weekly payments will be on Mondays for the just-finished Monday thru Sunday work week, beginning August 16, 2021.

Any remaining balance for the specified work in this contract having been substantially completed will be paid in-full within seven business days from closing on the sale of the house, or immediately if the time from completion of work to payment exceeds 90 days, or immediately upon occupation of the house, if not outright sold. A 9% annual interest (compounded daily) penalty will be assessed for any amount of time that payment is not received in accordance with this contract.

Any additional changes or additions to the work detailed in this contract will result in a written change order and will likely become an extra charge over and above this work order, payable immediately.

Homeowner Signature:  Print: Home Sales Agency Date: 8/3/21

Homeowner Signature: _____ Print: Robert Hub Date: 8/3/21

House Surgeon Signature:  Print: James R. Caputo Date: 8/3/2021

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702357

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202401111120

Index #: E2024000703

Date: 01/11/2024

Time: 3:04:52 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 3

| Date Payment Due | Amount Paid | Date Check Written | Date Payment Deposited | Notes |
|-----------------------|---------------------------|---|------------------------|--|
| August 3, 2021 | \$3,000 | 8/2/2021 | 8/4/2021 | Received on 8/3/21 at contract signing. Deposited the next day. |
| August 16, 2021 | \$500 | 8/16/2021 | 8/17/2021 | Received on time. Deposited the next day. |
| August 23, 2021 | \$400 | 8/23/2021 | 8/24/2021 | Received on time. Deposited the next day. |
| August 30, 2021 | \$400 | 9/1/2021 | 9/3/2021 | Received on 9/2/21 (three days late). Deposited the next day. |
| September 6, 2021 | \$400 | 9/10/2021 | 9/13/2021 | Received on 9/12/21 (6 days late). Deposited the next day. |
| September 13, 2021 | \$400 | 9/16/2021 | 9/20/2021 | Received on 9/19/21 (8 days late). Deposited the next day. |
| September 20, 2021 | \$400 | 9/22/2021 | 9/28/2021 | Received on 9/27/21 (7 days late). Deposited the next day. |
| September 27, 2021 | \$400 | 9/30/2021 | 10/5/2021 | Received on 10/2/21 (5 days late). Deposited three days later w/ next due pmt. |
| October 4, 2021 | \$400 | 10/4/2021 | 10/5/2021 | Received on time after addressing late payments. Deposited the next day. |
| October 11, 2021 | \$400 | 10/15/2021 | 10/16/2021 | Returned Insufficient Funds - Notified on 11-2-21 |
| | Cash Paid | 11/2/2021 | 11/2/2021 | Cash payment for the 10/15/21 returned check. Deposited that day. |
| October 18, 2021 | \$400 | 10/22/2021 | 11/4/2021 | Returned Insufficient Funds - Notified on 11-13-21 |
| | Cash Paid | 11/17/2021 | 11/18/2021 | Cash payment for the 10/22/21 returned check. Deposited the next day. |
| October 25, 2021 | \$0 | | | Never paid by getting lost in other mis-payments and reimbursements. |
| November 1, 2021 | \$200 cash \$225 check | 11/30/2021 | 12/1/2021 | Stated that I would combine these last two payments as the final \$400 installment. The check for the balance (plus reimbursed supplies) was returned for Insufficient Funds on 12/10/2021 making it the third bounced check in a row. |
| November 8, 2021 | | | | |
| | | | | |
| | \$275 | 1/21/2022 | 1/21/2022 | Paid by Western Union - less fees for NSF for total of \$400 for the combined payment. |
| November 15, 2021 | \$0 | | | All work was complete on 11/16/2021 |
| | | | | |
| Total Monies Paid --> | \$7,500 | (subtracted from contracted amount of \$19,500) | | Total Due = \$12,000 (plus 9% interest compounded daily from 2/16/22 to present. |

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702358

Book Page CIVIL

No. Pages: 14

Instrument: EXHIBIT(S)

Control #: 202401111121

Index #: E2024000703

Date: 01/11/2024

Time: 3:04:54 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 4

HOULE SALES CONSULTING INC
P.O. Box 86
Mendon, NY 14506

DATE 8/2/21 002251

PAY TO THE ORDER OF Jim Caputo \$ 3000
Three thousand dollars DOLLARS

TOMPKINS Bank of Castile

MEMO Charward

002251

Tracer#: 14000897 Amt: \$3,000.00 8/4/2021

ENDORSE HERE
Pay to the order of
James Caputo

DO NOT WRITE STAMP OR SIGNATURE IN THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONS USE *

Canandaigua Bank
2021-08-04
NY001383 7634
022303659

Tracer#: 14000897 Amt: \$3,000.00 8/4/2021

SENECA MANAGEMENT PARTNERS, LLC
 98 FRONT STREET
 ADDISON, NY 14801

1096
 50-8188/2223

DATE 8/16/21

CHECK AMOUNT

PAY TO THE ORDER OF Jim Caputo \$ 500
Five hundred dollars & 00/100
 DOLLARS

FIRST HERITAGE FEDERAL CREDIT UNION
 110 Village Square, Suite 101
 Painted Post, NY 14870

FOR Ward (400) & Expenses (100) John Lee

Photo Safe Deposit Quills on back

⑈001096⑈

Tracer#: 14000071 Amt: \$500.00 8/17/2021

Canandaigua Bank
 2021-08-16
 NY001383 9214
 022303659

ENDORSE HERE
 X Pay to the Order of
James Caputo
John Lee

WRITE NAME OF FEDERAL RESERVE IN THE ABOVE

FOR MULTIPLE REMOTE DEPOSIT

SECRET: Features exceed industry standards:
 • 4000 dpi resolution
 • 100% accuracy
 • 100% reliability
 • 100% security
 • 100% speed
 • 100% accuracy
 • 100% reliability
 • 100% security
 • 100% speed

Do not use for:
 • 100% accuracy
 • 100% reliability
 • 100% security
 • 100% speed

Tracer#: 14000071 Amt: \$500.00 8/17/2021

SENECA MANAGEMENT PARTNERS, LLC
98 FRONT STREET
ADDISON, NY 14801

1102
50-8188/2223

DATE 8/23/21

CHECK NUMBER

PAY TO THE ORDER OF Jim Goff \$ 400
Four hundred dollars & 00/100 DOLLARS

FIRST HERITAGE FEDERAL CREDIT UNION
110 Village Square, Suite 101
Pained Post, NY 14870

FOR Walter Chamberlain

Photo Safe Deposit Details on back

00011020

Tracer#: 14000831 Amt: \$400.00 8/24/2021 2

Canandaigua Bank
2021-08-24
NY001383 0156
022303659

WRITE NAME OF PERSONAL INSULTION OR ONLINE ACCOUNT

FOR DEPOSIT ONLY
CHECK BOX FOR MOBILE REMOTE DEPOSIT

ENDORSE HERE
X Mark the Order of
Walter Chamberlain

Some features exceed a limit, which may include:
• Daily deposit limit
• Monthly deposit limit
• Funds may be held in suspense for up to 90 days
• Funds may be held in suspense for up to 90 days
• Funds may be held in suspense for up to 90 days

Tracer#: 14000831 Amt: \$400.00 8/24/2021

SENECA MANAGEMENT PARTNERS, LLC
98 FRONT STREET
ADDISON, NY 14801

1105
50-0188/2223

DATE 8/11/21

PAY TO THE ORDER OF Jan Jozak \$ 400
First Heritage L.L.C. & W.T.O. DOLLARS

FIRST HERITAGE
FEDERAL CREDIT UNION
110 Village Square, Suite 101
Painted Post, NY 14870

FOR W.A. Jozak

Photo Safe Deposit
Check on back

001105

Tracer#: 14000076 Amt: \$400.00 9/3/2021 3

Canandaigua Bank
2021-09-02
NY001370 1594
022303659

ENC: HERE
 Pay to the order of
Blaine Jozak

BANK FOR E-FILE PEOPLE DEPOSIT

Tracer#: 14000076 Amt: \$400.00 9/3/2021

SENECA MANAGEMENT PARTNERS, LLC
 98 FRONT STREET
 ADDISON, NY 14801

1222
 50-8188/2223

DATE 9/10/21

CHECK NUMBER

PAY TO THE ORDER OF Tom O'Grady

Four hundred dollars & 00/100 \$ 400
 DOLLARS

FIRST HERITAGE FEDERAL CREDIT UNION
 110 Village Square, Suite 101
 Painted Post, NY 14879

FOR Carbone

Photo Safe Deposit Date on back

⑈001222⑈

Tracer#: 14000968 Amt: \$400.00 9/13/2021 4

Canandaigua Bank
 2021-09-11
 NY001383 2493
 022303659

END X
 X Pay to the order of
Tom O'Grady

CHECK BOX FOR MOBILE REMOTE DEPOSIT
 WRITE NAME ON FRONT OF CHECK FOR ONLINE AVOID

Tracer#: 14000968 Amt: \$400.00 9/13/2021

SENECA MANAGEMENT PARTNERS, LLC
 98 FRONT STREET
 ADDISON, NY 14801

1144
 50-8188/2223

DATE 9/16/21

CHECK ARMOR
 MAIL SOLUTIONS

PAY TO THE ORDER OF Joe Caputo \$ 400
Four hundred dollars DOLLARS

FIRST HERITAGE FEDERAL CREDIT UNION
 110 Village Square, Suite 101
 Painted Post, NY 14870

FOR W.B.K.

Phone Safe Deposit
 Deposit as Cash

⑈001144⑈

Tracer#: 14000891 Amt: \$400.00 9/20/2021 5

Canandaigua Bank
 2021-09-18
 NY001370 4476
 022303659

Pay to the Order of
 Volume Growth

Tracer#: 14000891 Amt: \$400.00 9/20/2021

ROBERT T. HOULE
 PO BOX 86
 MENDON NY 14506

Date 9/28/21 949
 50-7186/2223

Pay to the order of Jim Dupont \$ 400.
Four hundred and 00/100 Dollars

MEMO W/hold SIGNED [Signature]

ESL FEDERAL CREDIT UNION
 ROCHESTER NY 14604-2424

Security features included. Details on back.

Tracer#: 18025530 Amt: \$400.00 9/28/2021

L80507B14

ENDORSE HERE:
Pay to the order of
Robene Grubb
[Signature]

CHECK HERE IF MOBILE DEPOSIT
 DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 * RESERVED FOR FINANCIAL INSTITUTION USE *

Canandaigua Bank
 2021-09-28
 NY001370 5957
 022303659

Security Features:
 The security features listed below, as well as those not listed, exceed industry guidelines.

Chemical Protection
 • Stains or spots appear with chemical alteration.

Security Screen
 • Absence of "Original Document" verbiage on back of check.

Microprint
 • Small type in check border and back signature lines, readable with a magnifying lens, appears as dots if copied or scanned.

Artificial Watermark
 • Artificial watermark not visible on back of check when held at 45° angle.

Fluorescent Fibers
 • Visible under ultraviolet light. Cannot be photocopied or scanned.

Coin Reactive
 • The back of check will not change color when rubbed with a coin.

Results of document alteration
 • Stains or spots appear with chemical alteration.

Absence of "Original Document" verbiage on back of check.

Small type in check border and back signature lines, readable with a magnifying lens, appears as dots if copied or scanned.

Artificial watermark not visible on back of check when held at 45° angle.

Visible under ultraviolet light. Cannot be photocopied or scanned.

The back of check will not change color when rubbed with a coin.

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Tracer#: 18025530 Amt: \$400.00 9/28/2021

SENECA MANAGEMENT PARTNERS, LLC
98 FRONT STREET
ADDISON, NY 14801

1100
50-8188/2223

DATE 9/30/21 CHECK ARMOR

PAY TO THE ORDER OF Jim Caputo \$ 400.-

Four hundred & no/100ths DOLLARS

FIRST HERITAGE FEDERAL CREDIT UNION
110 Village Square, Suite 101
Painted Post, NY 14870

FOR Wash

[Signature]

Photo Safe Deposit Draft on back

⑈001100⑈

Tracer#: 18049264 Amt: \$400.00 10/5/2021 7

Canandaigua Bank
2021-10-05
NY001383 5390
022303659

ENCLOSE HERE
 Pay to the order of
Blaine Caputo
[Signature]

MAIL BOX FOR MOBILE PHONE DEPOSIT
WHILE MADE OF FINANCIAL INSTITUTION'S NON LINE SERVICE

Security Features:

- Microprint - Fine lines around the check number and on the reverse side.
- Watermark - Visible through the paper.
- Color - The colors of the check are vibrant and clear.
- UV - The check is visible under ultraviolet light.
- Security - The check is made of high quality paper.
- Photo - The check is made of high quality paper.

Tracer#: 18049264 Amt: \$400.00 10/5/2021

SENECA MANAGEMENT PARTNERS, LLC
98 RONT STREET
ADDISON, NY 14801

Date 10/4/21 0551
50-8188/2223

Pay to the Order of Tom Ciputo
Four hundred dollars & 00/100 - \$ 400 -
Dollars

FIRST HERITAGE FEDERAL CREDIT UNION
Corporate Headquarters
202 Danison Pkwy E
Corning, NY 14830

[Signature]

0551

Tracer#: 18049263 Amt: \$400.00 10/5/2021 8

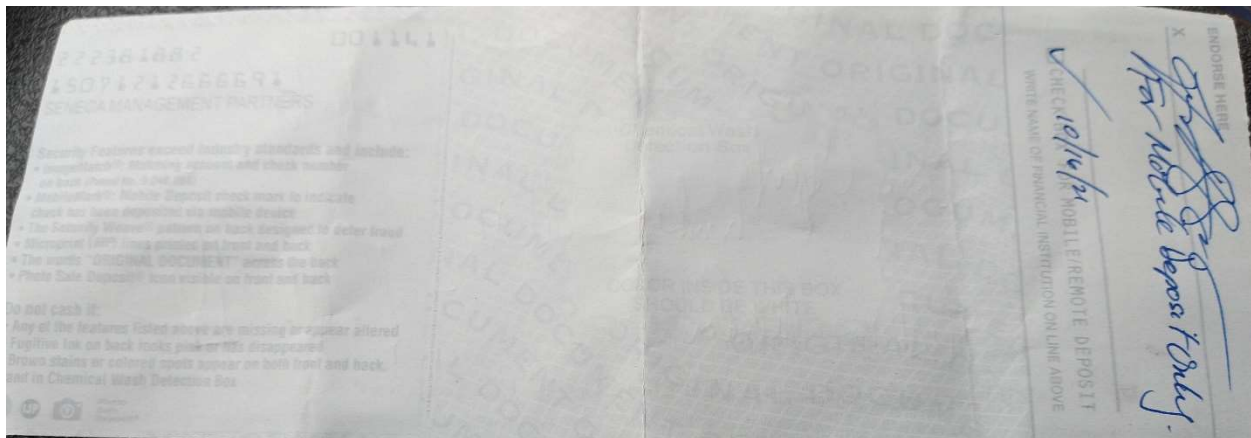
Canandaigua Bank
2021-10-05
NY001383 5390
022303659

PLEASE PRINT
X Pay to the Order of
Tom Ciputo
Tom Ciputo
CHECK FOR DEPOSIT MOBILE DEPOSIT
DO NOT WRITE STAMP OR SIGN BELOW THIS LINE

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features: Results of document alteration:
Security Screen: Absence of "Original Document" Message on back of check
Microprinting - "MP" Small type under endorsement area and surrounding
Product Security has appeared tampered or scanned

Tracer#: 18049263 Amt: \$400.00 10/5/2021



SENECA MANAGEMENT PARTNERS, LLC
 98 FRONT STREET
 ADDISON, NY 14801

1203
 50-8188/2223

DATE 10/2/21 CHECK ARMOR

PAY TO THE ORDER OF Tom Grady \$ 400
Four hundred dollars & 00/100 DOLLARS

FIRST HERITAGE FEDERAL CREDIT UNION
 10 Village Square, Suite 101
 Painted Post, NY 14870

FOR Albin / Chamberlain [Signature]

00 203

Tracer#: 14000185 Amt: \$400.00 11/4/2021

10 (RETURNED Insuff Funds)

Canandaigua Bank
 2021-11-03
 NY001370 1958
 022303659

Pay to the order of
 Jo Anne Grady
 [Signature]

Tracer#: 14000185 Amt: \$400.00 11/4/2021

Cash Deposit on 11/2/2021 9
for \$400.00.

Caputo

PAGE 3

DAILY BALANCE/TRANSACTIONS (cont.)

| DATE | DESCRIPTION | WITHDRAWALS | DEPOSITS | BALANCE |
|-------|--|-------------|-----------------|---------|
| 11-04 | ATM Deposit CANANDAIGUA NB 6183 ROUTE 96 FARMINGTON NYUS | 10 | 400.00 | |
| 11-09 | Returned Check Charge 0 | | | 408.63 |
| 11-09 | Returned Check # NSF Seneca Managemen | (10) | 15.00 400.00 | 8.63 |
| 11-09 | Deposit | | 10.00 | 18.63 |
| 11-10 | Electronic Withdrawal EZPASSNYREBILL 800-333-8655 - REBILL_EZP | 25.00 | | 6.37- |
| 11-10 | Insufficient Funds Charge Electronic Withdrawal (Paid)EZPASSNYREBILL 800-333-8655 - REBILL_EZP | 37.00 | | 43.37- |
| 11-10 | Check-Inclearings 6154 | | | 58.37- |
| 11-10 | Insufficient Funds Charge CK # 6154 (Paid) | | 15.00 | 95.37- |
| 11-10 | Returned Check Charge Reversal | | 37.00 | 80.37- |
| 11-10 | Deposit | | 74.00 | 6.37- |
| 11-10 | Deposit | | 15.37 | 9.00 |

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702360

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202401111123

Index #: E2024000703

Date: 01/11/2024

Time: 3:04:56 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 5

Interés Simple y Compuesto Calculadora (español)

Starting Amount (PV)?:

\$11,300.00

Annual Interest Rate?:

9.0000%

Days (-9,999 < # < 47,482)?:

691

Start Date (year > 1969)?:

02/16/2022

End Date (year < 2100)?:

01/08/2024

Compounding?:

Daily

Days In Year?:

365

Interest Earned:

\$2,098.80

Future Value (FV):

\$13,398.80

Annual Percentage Yield (APY):

9.4162%

Daily Interest Rate:

0.0247%

Calc

Clear

Print

Help

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702361

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111124

Index #: E2024000703

Date: 01/11/2024

Time: 3:04:59 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 6


House Surgeon Renovations†

6499 East Seneca Turnpike
 Box 433
 Jamesville, New York 13078
 (315) 382-8778

Customer: Houle Sales Consulting – Robert Houle, Pres.
Address: P.O. Box 86
City/Zip: Mendon, NY 14506
Phone: (585) 260-6460
Date: January 15, 2022
Email: robertthoule@aol.com

Final Work Invoice

Work Location: 4 Chambord Drive Mendon, N.Y. 14506

Work Completion Date: November 16, 2021

August 3, 2021 Contract:

Total Charges: \$19,500
Amount Paid to date: \$8,000
Balance Due: \$11,550 *

*Work completed on November 16, 2021. Per contract, balance becomes immediately due if the time from completion of work to payment exceeds 90 days, with day 91 being February 15, 2022. A 9% interest penalty (compounded daily) will be assessed for any unpaid balance after this date. (\$50 additional (bank) fees)

Description of Additional Work NOT covered by Contract:

- ~~1. Construction and installation of Triple 2x12 support beam in basement with three jack posts anchored to the concrete basement floor.**~~
- ~~2. Construction of structural header and framing support for first floor joists adjacent to the two rear-facing basement windows. **~~
- ~~3. Installation of two additional anchored jack posts for other joist support. **~~
4. Replacing fixtures for basement lights and rewiring new line into main breaker box.
5. Installation of new switch box for hot water heater onto new furnace.
6. Installation of ceiling fan boxes for three bedrooms and light boxes first floor shower and laundry room.
7. Framing first floor bath and master bath showers to manufacturer's specs for respective shower pans.
8. Installation of custom built-in dryer vent for first floor laundry.
9. Installation of three new pre-hung doors on first floor (laundry, bath, bedroom).
10. Framing in and Installation of pocket door kit for master closet.
11. Removed and replaced master bath subfloor, with extensive reinforcement of joists under toilet.
12. Installation of hardie-board to master bath floor – thinset and screwed.
13. Installation of additional water lines for second shower control valve in master shower.
14. Installation of second shower control valve in master shower.
15. Patched/filled multiple defects/depressions from knots in the 3/8" plywood top layer across 2nd floor.

**It was agreed that these three line items, (though completed), would be zeroed out as an equitable exchange for line items 19 and 20 (under "Framing Repair" of the August 3, 2021 contract for this same property) not having been completed due to a "no decision" on said items per homeowner by the time all other work had been completed.

Charges Due: \$8,700

Additional Charges:

1. Personal use and allowing other workers the use of HSR tools and equipment without permission after being asked to get your/their own. (ladders, lights)
2. Several-hour exposure to the urine soaked Depends® undergarment that was (seemingly purposely) placed up on top of the block foundation in the basement in order to contaminate and toxify the air from within the joist space right where I was working on November 11, 2021. After eventually being found, removed and dropped on the floor far across the basement, *both* Jeff (the homeless guy living in the house) *and* Bob (the homeowner, who saw fit to also clean it up) just so happened to mosey down to the basement that very day and come across this urine soaked, horribly smelling item and did not once ask me where such a disgusting thing would come from. Pictures were taken and logged. NONE of this is normal for anyone, unless there was foreknowledge and a known purpose for such a revolting thing to have occurred. I don't even care to know why. Nonetheless, there is a cost for being subjected to such folly.
3. Exposure and subjection to the (passive) attempt on my life multiple times by "someone" with access to that house having flipped the three separate 30 amp breakers to the ON position for the high voltage electrical wires that were disconnected and dangling in the basement with the ends exposed in the very area in which I was working – not once, not twice, not even three times, but FOUR separate times – the last time being November 2, 2021 as I was working right next to a disconnected 220v line hanging on a nail on the wall, adjacent to the main plumbing drain line that was being finished with the live ends of the wire sticking outward where one could easily back into them inadvertently. Knowing what I had already experienced three previous times, and seeing just how close these bare wires were to where I was working, I had occasion on this day to grab the wire and toss it on the ground to affirm that it was indeed STILL dead (from the LAST TIME I had switched the breakers OFF), only to see a huge spark upon hitting the floor. And this was not the ONLY 30amp breaker that was flipped to the ON position on this same day. This was NO accident with the subsequent urine soaked Depends on the 11th being the last straw.

Charges Due: \$5,000

Current Charges (due immediately): \$13, 700**Contractual Charges (due February 15, 2022): \$11,550****Total Charges Due: \$25, 250**

† previously operating as House Surgeon Home Service

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702362

Book Page CIVIL

No. Pages: 9

Instrument: EXHIBIT(S)

Control #: 202401111125

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:01 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 7

Cayuga County, real estate broker sued over tax foreclosure sales

- [Gwendolyn Craig](#)
- Jun 16, 2016 Updated Jun 23, 2017

AUBURN — Robert Houle thinks of himself as David and Cayuga County as Goliath.

That's what he told Judge Thomas Leone Wednesday morning in Cayuga County Supreme Court.

Despite failing to pay his taxes on two Cayuga County properties, the Honeoye Falls resident argued that the mobile homes on those parcels, which are located on Duck Lake Road in Victory and Dennison Road in Ira, are personal property and not real property. Therefore, he said, the county had no right to sell the mobile homes as part of its regular county tax auction last June.

"This is kind of an interesting case, and kind of an important case," Houle said. "The bottom line is, I caught Cayuga County."

Representing himself along with his father, Glenn Houle, the father and son sat together at one table in the courtroom, while four attorneys representing a lengthy list of defendants — including Cayuga County, Attorney Earle Thurston and real estate broker Dean Cummins — sat around the adjacent table.

While Houle has filed a legal complaint suing the county for \$1.75 million plus any accrued costs or fees, Leone focused the hearing on a motion to show cause, which was issued by New York State Court of Claims Judge Renee Forgensi Minarik last year.

The order was intended to prevent Cayuga County from auctioning off the properties; however, the hearing for the order did not occur until August 2015. The properties had been sold by then.

Houle was the first to address the court Wednesday morning, alleging not only that the county unlawfully took his personal property, but also calling into question events that allegedly occurred at the county auction last June.

He said he was led to believe by several county officials that the mobile homes would not be part of the sale. The county *did* include them as part of the sale, however, so Houle had an agent distribute pamphlets that said the mobile homes were not included. Houle said his agent was threatened with arrest, as was he.

"We've showed good faith," Houle said. "The county did not. We call them out and question them. We've been vilified. We've been threatened. It's disgusting."

Representing the county, attorney John Callahan pointed out that Houle knew his properties were delinquent in taxes back in November 2011, when the county's real property office filed its list. When the county reached out to Houle to see if he had interest in the property, he had said no. Nearly four years after the list of delinquent taxes was published, Houle's legal challenges were filed.

"There's no basis to hold these parties in contempt," Callahan said. "It's too late."

Attorney Stephen Pesarchick, representing Cummins, who bought the property and mobile home on Duck Lake Road, addressed Leone next. Pesarchick said the mobile homes could be considered personal property if they were separately assessed, but they were assessed together. Therefore, he said, the homes were properly included in the tax auction and transferred.

Pesarchick also said his client had not been personally served any of the orders.

Also on the list of defendants was Thurston, who had originally represented Cummins until Houle listed him as a party in the matter. He was represented by Attorney David Thurston, who said Houle's "vague notions of conspiracy," have no basis in court.

One of Houle's arguments was that he still possessed the original bill of sale on the mobile homes, something the county did not have. Thurston said those documents are null at this point. The sale had originally been made to Todtel Holdings Inc., a company that had been dissolved in October 2011.

"Todtel Holdings doesn't exist," Thurston said. "It's a fiction at this point."

Thurston also called Houle's orders and motions a "litany of procedural defects."

"He has no ability to create an action, let alone without an attorney," Thurston said. "We've now sat here for an hour being taught lessons. He has no basis to be here."

Houle argued that the dissolved company had been transferred to Houle Sales Consulting Inc., of which Houle is the sole owner. Therefore, he said, his name is on the bill of sale.

Houle complained that both Cummins and Thurston were aware of the order to show cause, but they still went ahead with the property sale. Standing at the podium, Houle called Cummins an "aggressive real estate investor" and a "wildcat."

Leone, breaking his silence, said the order was served after the home was sold, though.

"Respectfully, your honor, I'm a little concerned you made that comment," Houle said.

Leone, leaning into the court microphone, replied: "You should be concerned."

He asked if Houle had anything more to say, without repeating what had already been said. Houle raised both his hands in the air, questioning, then stood up.

"We showed good faith," he said again. "I think that we've identified something. I really don't care about the order to show cause. This has countywide, statewide implications. Maybe nationwide."

He again referred to whether mobile homes are affixed or not, personal property or real property.

Leone said that unlike the morning's proceedings, he would be brief in his ruling. He granted Cummins and Thurston's motions to dismiss. He denied Houle's motion for contempt and order to show cause.

As for Houle's complaint against the county, which seeks damages for recovery of personal property, theft, fraud and incompetence of the county, violation of freedom of speech and harassment, the county is waiting for Houle to decide how he wants to proceed.

"We're going to review our options internally," said Cayuga County Attorney Fred Westphal. "At least short-term, we're going to wait."

Staff writer Gwendolyn Craig can be reached at (315) 282-2237 or gwendolyn.craig@lee.net. Follow her on Twitter @gwendolynnn1.

Start your search here

Quick Search

REAL ESTATE

[REDACTED], NY

Posted In: The Daily Record NY
Category: Trustee Sales
Posted: 8/28/2018
Inserts: 4
File/Case No: 144353
Documents: [Print Version](#)



Ad Text

[REDACTED] NY

August 28, 2018

NOTICE OF SALE - SUPREME COURT - COUNTY OF MONROE WELLS FARGO BANK, NA AS TRUSTEE FOR AEGIS ASSET BACKED SECURITIES TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-3, Plaintiff against ROBERT T. HOULE A/K/A ROBERT TODD HOULE, et al Defendant(s). Pursuant to a Judgment of Foreclosure and Sale entered on June 22, 2018. I, the undersigned Referee will sell at public auction at the Foreclosure Auction Area, Hall of Justice - Lower Level Atrium, 99 Exchange Blvd, Rochester, N.Y. on the 26th day of September, 2018 at 11:00 a.m.

premises described as follows: All that tract or parcel of land, situate in the Town of Mendon, County of Monroe and State of New York. Said premises known as [REDACTED]. (Section: 224.01, Block: 1, Lot: 10.1). Approximate amount of lien \$ 243,009.08 plus interest and costs. Premises will be sold subject to provisions of filed judgment and terms of sale. Index No. 12050-08. Thomas J. Solomon, Esq., Referee. McCabe, Weisberg & Conway, P.C. Attorney(s) for Plaintiff 145 Huguenot Street - Suite 210 New Rochelle, New York 10801 (914) 636-8900 11610654 8-28;9-4-11-18-4t

Ad # 22545134

The Daily Record has abstracted these listings from public notices submitted to us for publication, which we do not independently verify. Where we've been able to enhance listings with supplementary information, that information is unofficial and uncorroborated. For the official version of a public notice, consult the print edition. BridgeTower Media assumes no responsibility for any errors or omissions in these listings and makes no representations regarding their accuracy or reliability.

© 2021, The Daily Record NY, 16 W Main Street Rochester, NY Monroe 14614 P. (585) 232-6920

BridgeTower Media Corporate Headquarters: 222 South Ninth Street, Suite 900, Minneapolis, MN 55402



B 201 (04/09/06)

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**NOTICE TO INDIVIDUAL CONSUMER DEBTOR UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case. You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors**Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)**

1. Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

2. Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

3. The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

4. Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

1. Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

2. Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

3. After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

B 201 (04/09/06)

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

Certificate of Attorney

I hereby certify that I delivered to the debtor this notice required by § 342(b) of the Bankruptcy Code.

Charles D. Tolbert
Printed Name of Attorney
Address:
131 Main Street
PO Box 681
Penn Yan, NY 14527
315-536-4223

X **/s/ Charles D. Tolbert**
Signature of Attorney
May 12, 2008
Date

Certificate of Debtor

I (We), the debtor(s), affirm that I (we) have received and read this notice.

Robert T Houle
Printed Name(s) of Debtor(s)

Case No. (if known) _____

X **/s/ Robert T Houle**
Signature of Debtor
May 12, 2008
Date

X _____
Signature of Joint Debtor (if any) Date

**United States Bankruptcy Court
Western District of New York**

In re Robert T Houle
Debtor(s)

Case No. _____
Chapter 11

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: May 12, 2008

/s/ Robert T Houle
Robert T Houle
Signature of Debtor

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702363

Book Page CIVIL

No. Pages: 5

Instrument: EXHIBIT(S)

Control #: 202401111126

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:03 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 8


Made several structural modifications and reconfigurations to improve functionality and use of space, including areas involving the first-floor mudroom-bathroom-laundry-bedroom area, and the master bathroom. Installed a new layer of sub-floor to the entire first floor. Built structural joist supports to multiple areas under first floor to correct for deficiencies.

Performed other renovation work including but not limited to replacing entire sub-floor in master bath after re-substantiating the joist supports around the toilet and then installing Hardie-board overtop. Custom framing for master bath, first floor bath and laundry room. Some electrical work required for the areas in which work was being done. The charges are specifically identified in Attachment A. Detailed description of all work completed is identified in the signed contract and the work addendum invoiced upon completion found in Attachment B.

C

-To Lienor's knowledge and belief, Robert T. Houle (President of Houle Sales Consulting, Inc) is the fee simple owner of the real property this claim is against.

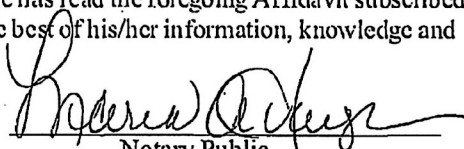
-The Claimant's original contract amount, plus additional work and charges, totals \$33,200.00. To date the Claimant has received payment in the total amount of \$8,200.00, leaving a remaining balance of \$25,000.00. Claimant hereby declares that there is now due the balance of \$25,000.00, which respondent neglects and refuses to pay despite requests and demands for payment. For this reason, Claimant is entitled to and therefore claims a construction lien upon the property described herein and the improvements located thereon in the amount of \$25,000.00, along with interest on the maturity of the debt as allowable according to Statute in such cases made and provided.


James R. Caputo, dba House Surgeon Renovations
(formerly operating as House Surgeon Home Service)
6499 East Seneca Turnpike
Box 433
Jamesville, New York 13078

1/21/2022
Date

STATE OF NEW YORK, COUNTY OF MONROE, ss:

On this 21 day of January 2022, before me personally appeared James R. Caputo, to me known to be the person described in and who executed the foregoing Affidavit, and, being first duly sworn on oath according to law, deposes and says that he has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.


Notary Public
PUBLIC NOTARY
Title (and Rank)

My commission expires 04-10-2024

Document Prepared By:
James R. Caputo
6499 East Seneca Turnpike Box 433
Jamesville, New York 13078

MARIA HARGROVE
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01H06256997
My Commission Expires 4/16/2024

Attachment A

C

ITEMIZATION OF SERVICES AND/OR MATERIALS

| <u>Items</u> | <u>Charge</u> |
|--|---------------|
| Plumbing System Removal and Installation | \$8,500 |
| Framing Repair and Modification | \$11,000 |
| Additional Renovation Work | \$8,700 |
| Untenable conditions surcharge; Use of Equipment | \$5,000 |

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702364

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202401111127

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:05 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 9

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:

Receipt # 2966603

Book Page

No. Pages: 4

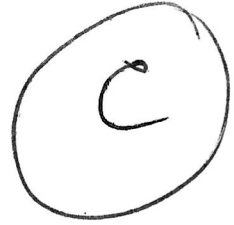
Instrument: MECHANICS LIEN

Control #: 202201211012

Ref #: B2022001571

Date: 01/21/2022

Time: 3:35:17 PM



HOULE, ROBERT T

CAPUTO, JAMES R
HOUSE SURGEON RENOVATIONS,
HOUSE SURGEON HOME SERVICE,

County Fee Lien Filed \$15.00

Total Fees Paid: \$15.00

Employee: JI

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702365

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111128

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:07 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 10

Recording requested by:

RECORDED Time: 11:25a

FEB 14 2022

Monroe County Clerk's Office

When recorded, mail to:

Docket No: B-2022-001571

Affidavit of Service

STATE OF NEW YORK) ss:
COUNTY OF MONROE)

I, James R. Caputo being duly sworn says, am over 18 years of age and reside at 4278 Lafayette Rd Jamesville, NY 13078
On February 7, 2022, I served a true copy of the following papers, Notice of Mechanics Lien, which are attached to this affidavit, in the following manner:

By personally delivering the papers to: _____
at _____

PERSONAL SERVICE The individual I served had the following characteristics:

Male ___ Female ___ Skin Color ___ Hair Color

___ 21-34 yrs. ___ 35-50 yrs. ___ 51-61 yrs. ___ Over 61

___ 120-150 lbs. ___ 151-181 lbs. ___ Over 182 lbs.

Approximate height ___

Other distinguishing features _____

X
MAIL

By mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last-known address of the addressee as indicated below:

By depositing the same with an overnight delivery service in a wrapper properly addressed. Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The delivery service used was _____.

The name(s) and address(es) of the person(s) served are indicated below.

Name(s) and Address(es) of Person(s) served:

Robert T. Houle _____

[Redacted] _____

(Certified mail w/ Return Receipt) _____

[Signature] _____
[SIGN NAME] Before a Notary

Sworn to before me this 14 day of February, 2022.
Doreen L. Olson
Notary Public

James R. Caputo
[PRINT NAME]

DOREEN L. OLSON
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01OL6149597
My Commission Expires 7/10/20 22

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702366

Book Page CIVIL

No. Pages: 6

Instrument: EXHIBIT(S)

Control #: 202401111129

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:09 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 11

At a Term of the Supreme Court, in
and for the County of Monroe, Hall
of Justice, Rochester, New York.

PRESENT: HON. SAM L. VALLERIANI
Supreme Court Justice

SUPREME COURT
STATE OF NEW YORK MONROE COUNTY

ROBERT HOULE,
Plaintiff,

DECISION

-vs-

INDEX No.: 2022-920

JAMES CAPUTO,
Defendant.

APPEARANCES:

Attorney for Petitioner: *Robert Houle, Pro Se*
P.O. Box 86
Mendon, NY 14506

Attorney for Respondent: *James Caputo, M.D. Pro Se*
6499 East Seneca Turnpike, Box 433
Jamesville, New York 13078

Sam L. Valleriani, J.

Petitioner filed an order to show cause signed on March 22, 2022 praying for an order dismissing a mechanic's lien on a property known as 4 Chambord Drive, Mendon, New York. Specifically, petitioner requested an order compelling respondent to withdraw his mechanic's lien, limiting any claim, declaring the lien void and dismissed with prejudice, sanctions for frivolous conduct, damages for emotional distress and reimbursement for legal fees and filing fees.

Respondent opposed the order to show cause by filing his own order to show cause titled an answer and "cross motion." The court advised respondent that due to deficiencies, the order

to show cause in opposition would not be signed,. Petitioner then requested that the court not consider respondent's opposition. The court advised both parties that respondent was not required to file a "cross motion" as he was not seeking any affirmative relief. The court advised that if the petition was denied the lien would remain, thus a cross motion was not necessary or required. Respondent provided the actual contract between the parties which was admittedly not provided with petitioner's order to show cause (*see* petitioner's reply affidavit dated April 22, 2022 ¶ 1).

Initially, since the parties have both cast aspersions and raised non-relevant material, the court reminds the parties that although they may be self represented, civility is required, and the parties on any future applications should focus of the relevant facts. Notably, the court through two emails urged both parties to seek, at minimum, a consultation with counsel.

Petitioner has basically raised three categories for vacatur or dismissal of the mechanic's lien: improper party; lien overstated; and that since the agreement contained a change order clause, respondent was only entitled to payment in the contracted amount, despite other work being completed.

Service

Although petitioner did not raise proper service as a basis to vacate the lien, the court will address that issue so another application is not submitted challenging service. Lien Law § 11 provides the required procedure for service of a mechanic's lien (*see* Lien Law § 11).

Respondent did not comply with CPLR § 2103(a) as a party is not authorized to serve their own process (*see* CPLR § 2103; *Miller v. Bank of New York*, 226 AD2d 507 [2d Dept 1996]).

However petitioner has waived any service deficiencies by appearing and failing to raise such jurisdictional issues on this application (*see GMAC v Coombs*, 191 AD3d 37 [2d Dept 2020]).

Respondent has timely filed the affidavit of service (*see Hui's Realty v Transcontinental Construction Services, LTD*, 168 AD2d 302 [1st Dept 1990]; Lien Law § 11; Caputo Ex. E).

Proper Party

Petitioner asserts that the lien must be dismissed since respondent named an improper party as the property is owned by Houle Sales Consulting, Inc. and not Robert Houle individually. The lien lists both Houle Sales Consulting, Inc. (President, Robert T. Houle) and Robert T. Houle. Regardless, Lien Law § 9 provides that the lien shall state:

“7. The property subject to the lien, with a description thereof sufficient for identification; and if in a city or village, its location by street and number, if known; whether the property subject to the lien is real property improved or to be improved with a single family dwelling or not. A failure to state the name of the true owner or contractor, or a misdescription of the true owner, shall not affect the validity of the lien. ...” (*See* Lien Law § 9 [emphasis added]).

Petitioner's contention that an improper party is named does not result in vacatur or dismissal of the lien.

Lien Exaggeration/Work Outside the Contract

Petitioner admits that he owes respondent money including interest at 9% , but claims that respondent has requested payments for additional work allegedly completed but outside the contract terms (petitioner's reply affidavit dated April 22, 2022 ¶¶ 11,12). The value of the alleged work is also disputed. Petitioner submits that the contract provides “any additional changes or additions to the work detailed in this contract will result in a written change order and will likely become an extra charge over and above this work order, payable immediately” (affidavit of respondent Ex. A, contract). Even assuming arguendo, that the contract language

constitutes a no oral modification clause or written change order clause, it appears from the current submissions that there was a mutual departure from the written agreement whereby respondent did additional work resulting in additional charges (*see Scalamandre & Sons, Inc. v FC 80 Dekalb Assoc., LLC.*, 129 AD3d 807 [2d Dept 2015]; *Austin v Barber*, 227 AD2d 826 [3rd Dept 1996]). Petitioner has failed to establish as a matter of law that respondent did not complete the work or that there was a willful exaggeration of the lien (*see Minelli Construction v Arben Corp.*, 1 AD3d 580 [2d Dept 2003]).

Accordingly, petitioner's application to dismiss the lien and for sanctions is denied. If the parties can not resolve the matter, and petitioner wishes to sell the property, he may file a sufficient bond or undertaking pursuant to Lien Law § 19.

The court has considered petitioner's order to show cause signed March 22, 2022 with attach affidavit dated March 22, 2022, respondent's affidavit in opposition dated April 14, 2022 and petitioner's reply dated April 22, 2022, all with attached exhibits. Accordingly, it is

NOW, hereby

ORDERED, that petitioner's order to show cause to vacate the lien and for sanctions is denied and dismissed.

Dated: 5/2/22



Hon. Sam L. Valleriani
Supreme Court Justice

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702367

Book Page CIVIL

No. Pages: 5

Instrument: EXHIBIT(S)

Control #: 202401111130

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:11 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 12

Re: Houle VS Caputo 2022-920 Index no.

From: is (robertthoule@aol.com)

To: ewhite@nycourts.gov; jrcauto@yahoo.com; cporter@nycourts.gov

Cc: gippolit@nycourts.gov

Date: Tuesday, June 21, 2022 at 10:08 AM EDT

Hello Mr. White.

I have not taken the date offered especially, according to your scheduling clerk.. it is on submission only. I appreciate the offer but I did not agree to the date offered.

I was given by the Judge a late July date and plan to stay with that date for my petition to the Court. I assure you that Respondant / Mr. Caputo will be served prior and given ample time to respond.

Thank you,
Robert Houle

-----Original Message-----

From: Edward White <ewhite@nycourts.gov>

To: jrcauto@yahoo.com <jrcauto@yahoo.com>; Chery A. Porter <cporter@nycourts.gov>; is <robertthoule@aol.com>

Cc: Gretchen K. Ippolito <gippolit@nycourts.gov>

Sent: Tue, Jun 21, 2022 9:13 am

Subject: RE: Houle VS Caputo 2022-920 Index no.

Good morning. If you have not been served as directed in the OTSC or if there was an agreed date change , there are several ways it can be handled. In any event, the simplest would be to provide you the time necessary for a response once served. Since movant has requested a new date, the court would consider a request for additional time if necessary. I hope this resolves your concerns.

From: James Caputo <jrcauto@yahoo.com>

Sent: Monday, June 20, 2022 10:09 AM

To: Chery A. Porter <cporter@nycourts.gov>; is <robertthoule@aol.com>

Cc: Gretchen K. Ippolito <gippolit@nycourts.gov>; Edward White <ewhite@nycourts.gov>

Subject: Re: Houle VS Caputo 2022-920 Index no.

To The Court,

Your time in reading this email is appreciated. I have read the emails connected to this one and didn't particularly find the need to respond, since follow-up would be done accordingly through the Court. However, with Mr. Houle's request to the Court for a modified return date on a new OSC being offered as June 23, 2022, I expected to receive the papers described in the emails by similar service as experienced previously - that being by personal service to my residence. To that effect, I specifically remained home the evenings of June 12, 13 and 14, and received nothing.

On the chance that perhaps they were sent certified to my post office box for the business, I went there on the morning of June 16th and did not have any mail. I wrote an email that day to the attorney for Mr. Houle who I had been communicating with over matters with the home and mechanic's lien. I specifically asked whether or not he knew if his client had actually set the return date with the Court as the 23rd? I also mentioned that I had not received any

paperwork, despite it being statutorily now under eight days as far as service-of-papers regulations go. He answered promptly by stating that Mr. Houle was acting pro se and therefore he had no real input he could offer, which was understandable.

The location of the post office and a difficult schedule this past week precluded me from being able to get back there to check for mail before weekend closure. As I'm now sitting outside of a closed post office due to Juneteenth (observed) (who knew), I am yet again unable to check for papers, knowing that my Answer is due three days prior to the return date. Presuming the Return Date to be 23rd, that would be today.

So, not even knowing if there are papers waiting in this p.o. box, if I receive them tomorrow, I will certainly want to respond but will need a full day to be able to do so because of my ongoing schedule. I will also need to take time to drive to Rochester from Syracuse to dutifully file them as well. Therefore, since matters are being heard on papers only, if it pleases the Court and no one is otherwise prejudiced, I would like to have the deadline for my Answer on this matter to be June 23rd itself. Thank you again for your time in reading and answering this email.

Sincerely,

James R. Caputo

On Friday, June 10, 2022 at 09:39:48 AM EDT, is <robertthoule@aol.com> wrote:

Mr. Caputo was not included in the previous email- he has not been yet served the new papers.. There was no ex parte communication by the way. Just discussions on scheduling new petition to the Court

I will advise on a date that works. Thanks all.

Robert Houle

-----Original Message-----

From: Chery A. Porter <cporter@nycourts.gov>

To: is <robertthoule@aol.com>; jrcaputo@yahoo.com <jrcaputo@yahoo.com>

Cc: Gretchen K. Ippolito <gjppolit@nycourts.gov>; Edward White <ewhite@nycourts.gov>

Sent: Fri, Jun 10, 2022 9:27 am

Subject: RE: Houle VS Caputo 2022-920 Index no.

PLEASE NOTE: This is being resent because other one bounced back for incorrect email for Mr. Caputo. See email chain below.

Chery A. Porter

Judicial Chambers of Hon. Sam L. Valleriani

Supreme Court Justice

Tel. No. 585-371-3756

Fax No. 585-371-3948

Email: cporter@nycourts.gov

From: Chery A. Porter

Sent: Friday, June 10, 2022 9:24 AM

To: is <robertthoule@aol.com>; jcaputo@yahoo.com
Cc: Gretchen K. Ippolito <gippolit@nycourts.gov>; Edward White <ewhite@nycourts.gov>
Subject: RE: Houle VS Caputo 2022-920 Index no.

The earliest date the court can place this on its calendar would be June 23rd and it would have to be on submission only. Please advise.

Chery A. Porter

Judicial Chambers of Hon. Sam L. Valleriani
Supreme Court Justice
Tel. No. 585-371-3756
Fax No. 585-371-3948
Email: cporter@nycourts.gov

From: Edward White <ewhite@nycourts.gov>
Sent: Thursday, June 9, 2022 4:58 PM
To: is <robertthoule@aol.com>; jcaputo@yahoo.com
Cc: Gretchen K. Ippolito <gippolit@nycourts.gov>; Chery A. Porter <cporter@nycourts.gov>
Subject: RE: Houle VS Caputo 2022-920 Index no.

I have provided the request to Ms. Porter and Ms Ippolito to determine if other dates are available. The court encourages the parties to discuss the issue to determine if an agreement can be reached which would save them some time and money. Thank you for your courtesies.

From: is <robertthoule@aol.com>
Sent: Thursday, June 9, 2022 4:53 PM
To: Edward White <ewhite@nycourts.gov>
Subject: Houle VS Caputo 2022-920 Index no.

Hello Mr. White,
We spoke this morning..
Robert Houle here..

My order to Show cause was signed By Judge Valleriani.

The return date in July 21.

The company Houle sales Consulting, Inc is trying to sell and close this transaction in the month of June. Is there any way that this could be changed to another date in Juen ??

I am just seeking to have a lien which is in my personal name be removed by Court order.. and have the lien filed in the proper company name which is the true owner of the property. it would help if this occurred this month. I am happy to re-submit the papers..
respectfully I think that this is a simple request and should not take too much of the court's time.
Please advise if your scheduling Clerk can move this into June if there is time.. because it should be a simple limited time request

Thanks

Robert Houle
585-260-6460 cell

Please be CAREFUL when clicking links or opening attachments from external senders.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702368

Book Page CIVIL

No. Pages: 7

Instrument: EXHIBIT(S)

Control #: 202401111131

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:13 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 13

Re: Houle v Caputo

From: James Caputo (jrcaputo@yahoo.com)
To: robertthoule@aol.com; ewhite@nycourts.gov; gippolit@nycourts.gov
Cc: cporter@nycourts.gov
Date: Tuesday, August 23, 2022 at 09:30 AM EDT

No personal service of any papers have been received pursuant to the new August 25, 2022 date.

On Mon, Aug 22, 2022 at 14:07, is
<robertthoule@aol.com> wrote:

Mr. White. Ok. . I understand. I will check affidavits and see what was served and what was signed and I will follow up appropriately. Sorry about imposing on the Court over these scheduling and paper work issues.

Thanks again,
Robert Houle

-----Original Message-----

From: Edward White <ewhite@nycourts.gov>
To: is <robertthoule@aol.com>; jrcaputo@yahoo.com <jrcaputo@yahoo.com>; Gretchen K. Ippolito <gippolit@nycourts.gov>
Cc: Chery A. Porter <cporter@nycourts.gov>
Sent: Mon, Aug 22, 2022 1:20 pm
Subject: RE: Houle v Caputo

Thank you. However, since an otsc was utilized instead of a notice of motion, the otsc was required to be served as directed in the otsc –ie personal service by June 23, 2022. The court has not received the affidavit of service or responding papers, but instead an email denying service of the otsc. The matter was returnable on the adjourned date tomorrow. Since the affidavit of service nor responding papers have been submitted an adjournment is required as is an amended otsc or if no TRO the application can be made by notice of motion. Upon receipt of either, the court will provide an early return date.

From: is <robertthoule@aol.com>
Sent: Monday, August 22, 2022 12:37 PM
To: Edward White <ewhite@nycourts.gov>; jrcaputo@yahoo.com; Gretchen K. Ippolito <gippolit@nycourts.gov>
Cc: Chery A. Porter <cporter@nycourts.gov>
Subject: Re: Houle v Caputo

Hello, Robert Houle here. Mr. Caputo has the papers and knew the date for court..

I will check on service and affadavit and advise..

Thank you, Robert Houle

-----Original Message-----

From: Edward White <ewhite@nycourts.gov>
To: James Caputo <jrcaputo@yahoo.com>; Gretchen K. Ippolito <gippolit@nycourts.gov>

Cc: Chery A. Porter <cporter@nycourts.gov>; is <robertthoule@aol.com>
Sent: Mon, Aug 22, 2022 12:23 pm
Subject: RE: Houle v Caputo

Good morning. The court will treat the OTSC as withdraw and await a amended OTSC unless respondent accepts service thereof or proof of timely service is submitted. The OTSC provided that personal service was required by June 23, 2022. Since it does not appear that service was completed an amended OTSC would be required. If there is no TRO (Temporary Restraining Order) petitioner could resort to a notice of motion and serve under the CPLR. Thank you for your attention to this matter.
Edward W. White, Esq.
Law Clerk to Hon. Sam L. Valleriani, JSC

From: James Caputo <jrcaputo@yahoo.com>
Sent: Friday, August 19, 2022 3:00 PM
To: Edward White <ewhite@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>
Cc: Chery A. Porter <cporter@nycourts.gov>
Subject: Re: Houle v Caputo

Dear Mr. White,

I am writing only to inquire and confirm if the August 25, 2022 date before Judge Valleriani, (referenced in your email below), is still on the docket. It would seem unlikely, since I have not received any service of papers, in addition to the house having somehow been sold, out from under the mechanic's lien, which is what this Court date was dealing with. I just need to confirm the cancellation of this appearance before my next course of action is figured out. Thank you for your time.

Sincerely,

James R. Caputo

On Thursday, July 21, 2022 at 12:56:10 PM EDT, Gretchen K. Ippolito <gippolit@nycourts.gov> wrote:

Please be advised that your motion in the above matter has been rescheduled before the Hon. Sam L. Valleriani Special Term on Thursday 8/25/22 at 10 am.. Due to COVID, all motions will be on submissions. If you are seeking oral arguments, please contact contact chambers via email at cporter@nycourts.gov

Gretchen K Ippolito
Court Assistant to Hon Sam L Valleriani, J.S.C.
Court Assistant to Hon John B. Gallagher, J.S.C.
Monroe Supreme & County Court
Foreclosure & Matrimonial Department
99 Exchange Blvd
4th Floor Room 410
Rochester NY 14614
Phone 585-371-3665
Fax 585-371-3783
Fax 585-371-3783

From: Edward White <ewhite@nycourts.gov>
Sent: Thursday, July 21, 2022 10:49 AM
To: James Caputo <jrcaputo@yahoo.com>; is <robertthoule@aol.com>
Cc: Chery A. Porter <cporter@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>

Subject: RE: Houle v Caputo

The order to show cause attached provides service pursuant to CPLR 308 which is personal service. A copy is attached. Maybe the parties can work out an agreement regarding service of the OTSC – otherwise the court will provide sufficient time for service to be completed. In any event, the matter will need a new date. Thank you.

From: James Caputo <jrcaputo@yahoo.com>

Sent: Thursday, July 21, 2022 10:11 AM

To: is <robertthoule@aol.com>; Edward White <ewhite@nycourts.gov>

Cc: Chery A. Porter <cporter@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>

Subject: Re: Houle v Caputo

To All,

I have been working long hours and this is the first I am seeing (both) these emails and the (apparent) fact that there are papers outstanding on this matter. If these papers are indeed waiting at my post office box instead of having been served in person, (like previously), then since this issue of service mode has already been brought up through these email threads in the recent past, it would have been nice to have known ahead of time that service was going to be through mailing, since my post office box is not necessarily close to where I live. I am, again, presuming that there is a certified letter waiting there. Else, I have been served nothing by personal service.

Perhaps Mr. Houle can confirm in these communications just how service was carried out, since he ought to be missing the return receipt card if done by certified mail. And, of course, I am going to want to provide an Answer and appreciate the Court having recognized the possibility of this service issue by extending me a week. The only other thing I would kindly ask of the Court is to be as clear as possible as to the deadline date for which I must have my answer in by and when Court is scheduled for this matter. Thank you.

Sincerely,

James R. Caputo

On Thursday, July 21, 2022 at 09:18:55 AM EDT, Edward White <ewhite@nycourts.gov> wrote:

I am not sure if alternate dates are available, but if Mr. Caputo advises whether he intends on opposing the OTSC or if an appearance is required the court can provide alternatives. The parties could agree to submit on papers. Mr. Caputo, please advise at your earliest convenience. Thank you.

From: is <robertthoule@aol.com>

Sent: Thursday, July 21, 2022 8:24 AM

To: Edward White <ewhite@nycourts.gov>; jrcaputo@yahoo.com

Cc: Chery A. Porter <cporter@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>

Subject: Re: Houle v Caputo

Mr. White, I will be in Ohio starting to travel on Thursday afternoon and Friday and gone the following week as well. if there is time Mon, Tues or Wed, or early thurs Am great for me for an appearance.. Otherwise we may need to move this into the second week of August.

Respectfully,

Robert Houle

-----Original Message-----

From: Edward White <ewhite@nycourts.gov>
To: is <robertthoule@aol.com>; jrcaputo@yahoo.com <jrcaputo@yahoo.com>
Cc: Chery A. Porter <cporter@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>
Sent: Wed, Jul 20, 2022 4:26 pm
Subject: RE: Houle v Caputo

Since it is getting close to five o'clock as a courtesy to everyone, the court will adjourn the motion one week for Mr Caputo to submit opposition, if any. Staff will be cancelled for tomorrow. Ms. Ippolito will provide the new date and time for next week. Mr. Caputo please immediately submit any responding papers. Thank you.

From: is <robertthoule@aol.com>
Sent: Wednesday, July 20, 2022 3:52 PM
To: Edward White <ewhite@nycourts.gov>; jrcaputo@yahoo.com
Cc: Chery A. Porter <cporter@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>
Subject: Re: Houle v Caputo

As a professional courtesy maybe we should hear from Mr. Caputo.. he may not be aware of this dialogue..Mr. White, respectfully, if you/we don't hear from Mr. Caputo maybe you should adjourn it..

Robert Houle

-----Original Message-----

From: Edward White <ewhite@nycourts.gov>
To: is <robertthoule@aol.com>; jrcaputo@yahoo.com <jrcaputo@yahoo.com>
Cc: Chery A. Porter <cporter@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>
Sent: Wed, Jul 20, 2022 3:43 pm
Subject: RE: Houle v Caputo

The court has received no responding papers—holding the motion tomorrow without opposition would be futile. Please advise—maybe the matter is adjourned one week for necessary submissions.

From: is <robertthoule@aol.com>
Sent: Wednesday, July 20, 2022 3:41 PM
To: Edward White <ewhite@nycourts.gov>; jrcaputo@yahoo.com
Cc: Chery A. Porter <cporter@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>
Subject: Re: Houle v Caputo

Hello Mr. White,
I was planning on appearing.
I think Mr. Caputo indicated in previous communications that he would appear as well.

Robert Houle

-----Original Message-----

From: Edward White <ewhite@nycourts.gov>
To: jrcaputo@yahoo.com <jrcaputo@yahoo.com>; is <robertthoule@aol.com>
Cc: Chery A. Porter <cporter@nycourts.gov>; Gretchen K. Ippolito <gippolit@nycourts.gov>
Sent: Wed, Jul 20, 2022 3:37 pm
Subject: re: Houle v Caputo

Good afternoon. The court has received no opposition to Mr. Houle's OTSC seeking to remove his name from the mechanic's lien as not being the owner of the subject property. Per the Judge, if there is no opposition, there is no need for the in court appearance, and the court reporter and staff will be cancelled. Please advise immediately. Thank you.

Edward W. White, Esq.
Law Clerk to Hon. Sam L. Valleriani

Please be CAREFUL when clicking links or opening attachments from external senders.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702369

Book Page CIVIL

No. Pages: 36

Instrument: EXHIBIT(S)

Control #: 202401111132

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:15 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 14

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 2532673

Book Page D 12414 0470

No. Pages: 5

Instrument: DEED

Control #: 202010291016

Ref #: TT0000006775

Date: 10/29/2020

Time: 2:31:01 PM

Return To:
CHENEY LAW
336 NORTH MAIN ST
CANANDAIGUA, NY 14424

OMALLEY SUTORIUS, COLLEN

HOULE SALES CONSULTING INC,

| | | |
|------------------------------|----------|--------------|
| Recording Fee | \$26.00 | |
| Pages Fee | \$20.00 | |
| State Fee Cultural Education | \$14.25 | |
| State Fee Records | \$4.75 | Employee: CT |
| Management | | |
| Transfer Tax | \$512.00 | |
| TP-584 Form Fee | \$5.00 | |
| Deed Notice Fee | \$10.00 | |
| RP-5217 County Fee | \$9.00 | |
| RP5217 State Equal Fee | \$116.00 | |
| Total Fees Paid: | \$717.00 | |

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$127,900.00

JAMIE ROMEO

MONROE COUNTY CLERK



NYSCEF DOC. NO. 16

RECEIVED NYSCEF: 01/11/2024

Stewart Title Insurance Company

Order # 81102185

RECORDED
Time: 2:31 pm

OCT 29 2020

REFEREE DEED

Monroe County Clerk's Office

THIS DEED, made as of the 25th day of August, 2020,

BETWEEN MICHAEL PATTISON, Esq., Referee, having an office address at 1 East Main Street, Floor 10, Rochester, New York 14614, as Grantor, and

HOUSE SALES CONSULTING INC., having an address at P.O. Box 86, Mendon, New York 14506, as Grantee.

WITNESSETH, that the Grantor, being the Referee appointed in a foreclosure action between PROPEL FINANCIAL 1, LLC, Plaintiff, and COLLEEN O'MALLEY SUTORIUS, et al., Defendants, filed under Index Number 011900/2015 in the Supreme Court of the State of New York, held in and for the County of Monroe, foreclosing certain Monroe County tax liens as evidenced by the 2013 Tax Lien Certificate Assignment recorded on November 18, 2013 in Liber 11328, Page 526, and the 2014 Tax Lien Certificate Assignment recorded on October 28, 2014 in Liber 11460, Page 580, in pursuance of a Judgment of Foreclosure and Sale entered in the New York Supreme Court, County of Monroe, on June 20, 2018, and in consideration of the sum of ONE HUNDRED TWENTY SEVEN THOUSAND AND NINE HUNDRED DOLLARS (\$127,900.00) paid by the Grantee, being the assignee of the highest sum bid at the sale under such Judgment of Foreclosure and Sale, does hereby grant and convey unto the Grantee,

Said premises known as 4 Chambord Drive, Mendon, New York 14506 described in Schedule "A" attached hereto and made a part hereof.

Tax address: 1108 Cheese Factory Rd.
Honeoye Falls, NY 14472
Tax ID Number: 216.04-1-43

TO HAVE AND TO HOLD the Premises described in Schedule "A" and hereby conveyed unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.


Michael Pattison, Esq., as Referee

STATE OF NEW YORK (COUNTY OF MONROE) SS
I, Paul Roman CLERK OF THE COUNTY OF MONROE OF THE COUNTY
COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING COURTS OF
RECORD HAVING A COMMON SEAL
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE
ORIGINAL FILED OR RECORDED IN THIS OFFICE AND THAT THE SAME IS A
CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE
SEAL OF THE SAID COUNTY AND COURTS ON
Paul Roman DATE 8/11/2022
FACSIMILE SIGNATURE USED PURSUANT TO SEC 903 OF COUNTY LAW.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 2532673

Book Page M 28822 0490

No. Pages: 6

Instrument: MTG NATURAL PERSON SINGLE OR TWO
FAMILY DWELLING

Control #: 202010291017

Ref #: MDL018499

Date: 10/29/2020

Time: 2:31:02 PM

Return To:
CHENEY LAW
336 NORTH MAIN ST
CANANDAIGUA, NY 14424

HOULE SALES CONSULTING INC,

KENNEDY, JOSEPH E

| | |
|------------------------------|-------------------|
| Pages Fee | \$25.00 |
| State Fee Cultural Education | \$14.25 |
| State Fee Records | \$4.75 |
| Management | |
| County Fee with Mtg | \$31.00 |
| Affidavit | |
| Basic Mtg Tax MENDON | \$750.00 |
| Trans Authority Mtg Tax DC | \$350.00 |
| Total Fees Paid: | \$1,175.00 |

Employee: CT

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$150,000.00

JAMIE ROMEO

MONROE COUNTY CLERK



NOTE and MORTGAGE

\$150,000.00

Date: October 28, 2020

Mortgagor: HOULE SALES CONSULTING INC., with an address of 1100 Cl... Road, Honeoye Falls, New York 14472

Mortgagee: JOSEPH E. KENNEDY, with an address of 85 Park Avenue, Rochester, New York 14607;

Promise to pay principal amount (debt) interest payments

Mortgagor promises to pay to Mortgagee or order the sum of ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00) with interest at the rate of TWELVE and 00/100 (12.0%) Percent per annum from the date above until the debt ("Debt" or "Loan") is paid in full. The debt will be amortized over TWENTY (20) years and the Mortgagor will pay the debt as follows: a principal and interest payment of \$1,651.63 on December 1, 2020 and a like amount on the 1st day of each and every month thereafter until November 1, 2040, along with any other unpaid principal and accrued interest, charges and reimbursements due mortgagee hereunder, if any, which shall be all due and payable by said date. The Mortgagor shall have the right to prepay all or part of the unpaid principal at any time without penalty, **except if the Note and Mortgage is fully paid prior to November 1, 2021 a prepayment penalty of \$18,000, less \$1,500 per monthly payment received will be charged to the Borrower.** All payments must be received by the Mortgagee on or before the due dates.

Application of payments: The Mortgagee will apply each payment first to interest charges and then to repayment of the unpaid principal.

Address of payment: Payment shall be made at Mortgagee's address above or at any other address as directed in writing by Mortgagee.

RECORDED
Time: 2/3/20

Transfer of rights in the Property

OCT 29 2020

The Mortgagor promises and agrees as follows:

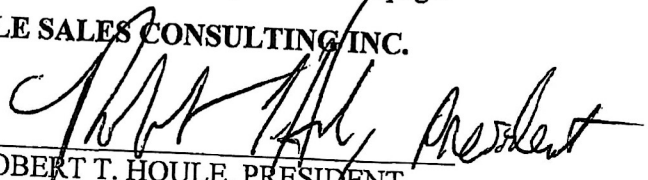
Monroe County Clerk's Office

1. The Mortgagor hereby mortgages to Mortgagee the Property described in this Mortgage. Mortgagor warrants that this Mortgage shall be a first mortgage lien on all of the Property. Mortgagor can lose the Property for failure to keep the promises in this Mortgage.
2. This Note and Mortgage is made to secure a Debt of the Mortgagor to the Mortgagee for ONE HUDNRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00) payable with interest according to this Note and Mortgage. The Mortgagee may make advances in the future to the Mortgagor or future owners of the Property. In addition to the above Debt, this Note and Mortgage is intended to secure any additional debts now or in the future owed by the Mortgagor to the Mortgagee. The maximum amount of debt secured by the Note and Mortgage shall not be greater than the Debt stated above. Mortgagee is not obligated to make future advances.
3. The Property mortgaged (the "Property") consists of a single-family residence known as 4 Chambord Drive, in the Town of Mendon, County of Monroe, State of New York.
 - A. as more particularly described in Schedule "A" attached hereto and made a part hereof.
 - B. Together with the buildings and improvements on the Property.

- 20. Delay or failure of Mortgagee to take any action will not prevent Mortgagee from taking action later. Mortgagee may enforce those rights Mortgagee chooses without giving up any other right.
- 21. Notices, demands or requests shall be in writing and shall be delivered in person or sent by mail. Notices to Mortgagor are deemed received if delivered or mailed to Mortgagor's address as set forth in the first paragraph of this Note and Mortgage.
- 22. This Note and Mortgage may not be changed or ended orally.
- 23. If there are more than one Mortgagor each shall be separately liable. The words "Mortgagor" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there are more than one Mortgagor or Mortgagee the words "Mortgagor" and "Mortgagee" used in this Mortgage includes them.
- 24. Neither the Property nor any interest herein may be further sold, transferred or otherwise conveyed, nor may this Note and Mortgage be assumed by a purchaser or transferee of the Property. The execution of a land sale contract covering the Property shall constitute a default hereunder.
- 25. In the event of an action to foreclose this Note and Mortgage or collect on the Note, Mortgagor agrees to reimburse Mortgagee for all expenses incurred in connection therewith, including reasonable attorney's fees. All monies paid for such purposes shall be added to the indebtedness secured hereby.

The Mortgagor states that the Mortgagor has read this Mortgage, received a completely filled in copy of it and has signed this Mortgage as of the date of the top of the first page.

HOULE SALES CONSULTING INC.

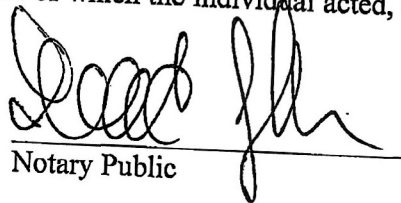


By: ROBERT T. HOULE, PRESIDENT

STATE OF NEW YORK)
COUNTY OF Ontario) ss.:

On the 28th day of October in the year 2020 before me, the undersigned, personally appeared ROBERT T. HOULE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DONALD J. CHENEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02CH6087700
Qualified in Ontario County
My Commission Expires 03-03-2023


Notary Public

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mendon, County of Monroe and State of New York, being more particularly bounded and described as Lot 7 of the Loire Valley Estates Subdivision, Section 2, as the same is shown on a map filed in the Monroe County Clerk's Office in Liber 229 of Maps, page 26. Said Lot 7 is of the dimensions as shown on said map.

TAX ACCOUNT NUMBER: 216.04-1-43
PROPERTY ADDRESS: 4 Chambord Drive, Mendon, New York 14506

RECORD & RETURN TO:
PAUL FIORAVANTI, ESQ.
BOX 312

STATE OF NEW YORK COUNTY OF MONROE
I, CLAUDE J. BROWN, CLERK OF THE COUNTY OF MONROE, DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL FILED OR RECORDED IN THIS OFFICE AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE WHOLE OF SAID ORIGINAL. WHEREOF I HAVE HERETO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AT MENDON, NEW YORK, THIS 11TH DAY OF JANUARY, 2024.
CLAUDE J. BROWN
CLERK OF THE COUNTY OF MONROE

STATE OF NEW YORK (COUNTY OF MONROE) SS
I, Jawad R. Khan CLERK OF THE COUNTY OF MONROE OF THE COUNTY
COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING COURTS OF
RECORD HAVING A COMMON SEAL
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE
ORIGINAL FILED OR RECORDED IN THIS OFFICE AND THAT THE SAME IS A
CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE
SEAL OF THE SAID COUNTY AND COURTS ON _____ DATE 8/11/2022
Jawad R. Khan
FACSIMILE SIGNATURE USED PURSUANT TO SEC 903 OF COUNTY LAW.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:
Stewart Title Insurance Company - Upstate
47 West Main Street
Rochester, NY 14614

Receipt # 2659165
Book Page M 29095 0639
No. Pages: 11
Instrument: MORTGAGE OTHER
Control #: 202103171467
Ref #: MDL031574
Date: 03/17/2021
Time: 4:51:09 PM

HOULE SALES CONSULTING INC,

GP CAPITAL 1 LLC,

| | | |
|------------------------------|----------|--------------|
| Recording Fee | \$26.00 | |
| Pages Fee | \$50.00 | |
| State Fee Cultural Education | \$14.25 | |
| State Fee Records | \$4.75 | Employee: ED |
| Management | | |
| Trans Authority Mtg Tax | \$187.50 | |
| Basic Mtg Tax MENDON | \$375.00 | |
| State Mtg Tax | \$187.50 | |
| Total Fees Paid: | \$845.00 | |

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$75,000.00

JAMIE ROMEO

MONROE COUNTY CLERK



RECORD AND RETURN TO:

Ferr & Mullin, P.C.
7635 Main Street Fishers
Victor NY 14564

MORTGAGE

Made this 15th day of March, 2021 between Houle Sales Consulting Inc., with an address of [REDACTED], Honeoye Falls NY 14472 (the "Mortgagor") and GP Capital 1 LLC, with an address of P.O. Box 10369, Rochester NY 14610 (the "Mortgagee").

WITNESSETH that to secure the payment of an indebtedness of Mortgagor to the Mortgagee in the amount of **Seventy-five Thousand and 00/100 Dollars (\$75,000.00)**, in lawful money of the United States, together with interest thereon, which is payable according to the terms of a certain note of even date, and all renewals, modifications and replacements thereof (the "Note"), together with any other amounts which Mortgagor is obligated to pay to the Mortgagee pursuant to the terms of the Note or this Mortgage, (all of which are herein called the "Indebtedness"), which Indebtedness shall be all due and payable, if no sooner paid, on the earlier of (i) Mortgagor closes on the sale of the premises secured hereby; or (ii) June 1, 2022 (the "Maturity Date"), the Mortgagor hereby mortgages to the Mortgagee the real property located at **4 Chambord Drive, Mendon, County of Monroe, State of New York, Tax Id. 216.04-1-43** and being more particularly described on Schedule A attached hereto and made a part hereof (the "Premises");

TOGETHER with the buildings and other improvements thereon;

TOGETHER also with all the right, title and interest of the Mortgagor in and to all streets, alleys, highways, waterways and public places in front of or adjoining the said Premises and all easements and rights of way, public and private, now or hereafter used or existing in connection with said Premises;

TOGETHER also with the appurtenances and all the estate and rights of the Mortgagor in and to said Premises;

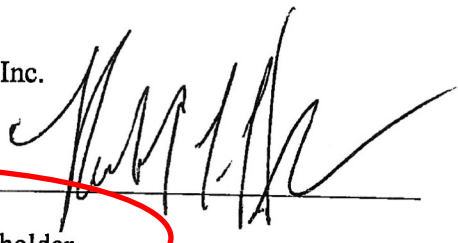
TOGETHER also with all fixtures and articles of personal property now or hereafter owned by Mortgagor and used or intended to be used in connection with said Premises; including, but not limited to, furniture, heating and air conditioning equipment, plumbing and laundry equipment, electrical and gas equipment and fixtures, hot water tanks and heaters, compressors, elevators, engines, motors, dynamos, incinerators, sump pumps, fire preventive apparatus, floor coverings, storm doors, storm windows, screens awnings, and the specific articles listed at the end of this Mortgage, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, all of which shall be deemed to be and remain and form a part of the realty and are covered by the lien of this Mortgage; and Mortgagee is authorized to file financing statements with respect to such property without Mortgagor executing the same; if the lien of this Mortgage is subordinate, now or hereafter, to a security interest in any such property, all the right, title and interest of the Mortgagor in and to all such property is hereby assigned to the Mortgagee, together with the benefits of any deposits or payments heretofore or hereafter made thereon by the Mortgagor or the predecessors of the Mortgagor in title to said Premises;

TOGETHER also with any and all awards heretofore or hereafter made by any federal, state, county municipal or other governmental authority, or by whomsoever made in any condemnation proceeding whatever, to the present or subsequent owners of said Premises for the acquisition for public purposes of

38. Mortgagor further agrees to execute a Deed in Lieu of Foreclosure, to be held by Mortgagee's attorney in escrow and returned to Mortgagor by Mortgagee's attorney at such time that the note and Mortgage is paid in full. Should said Mortgagor default in payment of any or all of the payments called for under the note and Mortgage, or be in default of any other provisions of the note and Mortgage, said Mortgagee is empowered to record the escrowed Deed after 30 days notice of default, but only if such default remains uncured at the expiration of the aforementioned 30 day notice.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the day and year first above written.

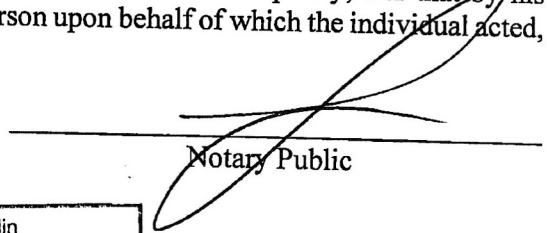
Houle Sales Consulting Inc.



By: Robert T. Houle
Its: President/sole shareholder

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.:

On the 15 day of March, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert T. Houle personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Robert Mullin
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MU6104489
QUALIFIED IN MONROE COUNTY
Commission Expires January 20, 2024

SCHEDULE "A"

4 Chambord Dr., Mendon NY 216.04-1-43 Assessed Value \$287,000.00

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mendon, County of Monroe and State of New York, being more particularly bounded and described as Lot 7 of the Loire Valley Estates Subdivision, Section 2, as the same is shown on a map filed in the Monroe County Clerk's Office in Liber 229 of Maps, page 26. Said Lot 7 is of the dimensions as shown on said map.

Faint, illegible text, likely a stamp or signature area.

STATE OF NEW YORK (COUNTY OF MONROE) SS
I, Jean R. Romer CLERK OF THE COUNTY OF MONROE OF THE COUNTY
COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING COURTS OF
RECORD HAVING A COMMON SEAL
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE
ORIGINAL FILED OR RECORDED IN THIS OFFICE AND THAT THE SAME IS A
CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE
SEAL OF THE SAID COUNTY AND COURTS ON
Jean R. Romer DATE 8/11/2022
FACSIMILE SIGNATURE USED PERSUANT TO SEC 903 OF COUNTY LAW.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3050828

Book Page M 29836 0172

No. Pages: 6

Instrument: MTG NATURAL PERSON SINGLE OR TWO
FAMILY DWELLING

Control #: 202204150465

Ref #: MDN001130

Date: 04/15/2022

Time: 11:17:17 AM

Return To:
Metro Real Estate Serv of Western New York, LLC
1 East Main St Ste 900
Rochester, NY 14614

HOULE, ROBERT

DATES, LYNN WALSH

| | |
|------------------------------|-----------------|
| Pages Fee | \$25.00 |
| State Fee Cultural Education | \$14.25 |
| State Fee Records | \$4.75 |
| Management | |
| County Fee with Mtg | \$31.00 |
| Affidavit | |
| Basic Mtg Tax MENDON | \$35.00 |
| Total Fees Paid: | \$110.00 |

Employee: XC

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$7,000.00

JAMIE ROMEO

MONROE COUNTY CLERK



NOTE AND MORTGAGE

\$7,000.00

DATE: April, 2022

MORTGAGOR: Robert Houle with an address of 1108 Cheese Factory Road, Honeoye Falls, NY 14472

MORTGAGEE: Lynn Walsh Dates with an address of 10 Birdsong Terrace, Spencerport, NY 14559

Mortgagor promises to pay to Mortgagee or order the sum of (\$7,000.00) Seven Thousand Dollars, with interest at the rate of 10% per year.

Mortgagor will pay the debt as follows:

The loan will become all due and payable one year from the date above first written.

ADDITIONAL PROMISES OF MORTGAGOR

1. Mortgagor hereby grants to Mortgagee a Mortgage over the below described property to secure the promises and agreements contained in this Note and Mortgage.

2. A Mortgage is hereby granted over:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mendon, County of Monroe and State of New York, being more particularly bounded and described as Lot 7 of the Loire Valley Estates Subdivision, Section 2 as the same is shown on a map filed in the Monroe County Clerk's Office in Liber 229 of Maps, page 26.

Said Lot 7 is of the dimensions as shown on said map.

Tax account No.: 216.04-1-43

Property Address: 4 Chambord Drive, Mendon, New York 14506

This property is improved by a single family residence with one cooking facility.

Being and hereby intending to convey the same premises conveyed to the mortgagors herein by deed dated and recorded in Monroe County Clerk's Office simultaneous with this Note and Mortgage.

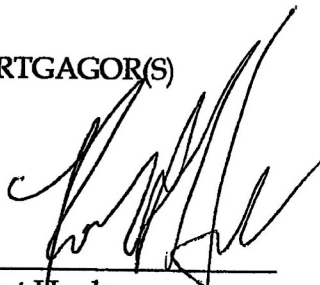
- a) Together with the buildings and improvements on the property.
- b) Together with all the Mortgagor's right, Title and interest in the streets next to the Property to their center lines.
- c) Together with all fixtures and personal property which is or may later be attached to or used or useful in connection with the property. Excluded is household furniture.
- d) Together will all awards for condemnation of any portion of the property or the granting of easements in connection with the property.

If the Mortgage is referred to attorneys for collection or foreclosure, the Mortgagor shall pay all sums, including attorneys' fees, incurred by the Mortgagee, together with all statutory costs, disbursements, and allowances, with or without the institution of an action or proceeding. All such sums with interest thereon at the highest rate allowable at law, without limitation to the rate set forth in the note, shall be deemed to be secured by the Mortgagee and collectible from of the Mortgaged Premises.

IN WITNESS WHEREOF, this Note and Mortgage has been duly executed by the Mortgagor.

In Presence of:

MORTGAGOR(S)



Robert Houle

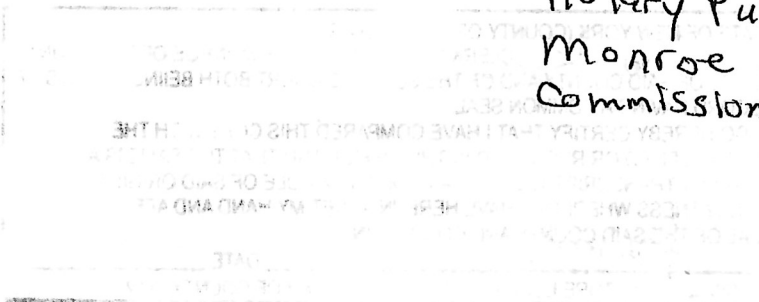
State of New York)
County of Monroe) ss:

On the 11 day of April, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Houle, 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.



Notary Public

Jennifer D Hale
Notary Public State of New York
Monroe County No 01 HA 6300552
Commission Expires April 7, 2026



STATE OF NEW YORK (COUNTY OF MONROE) SS
I, Paul R. Romo CLERK OF THE COUNTY OF MONROE OF THE COUNTY
COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING COURTS OF
RECORD HAVING A COMMON SEAL
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE
ORIGINAL FILED OR RECORDED IN THIS OFFICE AND THAT THE SAME IS A
CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE
SEAL OF THE SAID COUNTY AND COURTS ON
Paul R. Romo DATE 8/11/2022
FACSIMILE SIGNATURE USED PURSUANT TO SEC 903 OF COUNTY LAW.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3120973

Book Page D 12683 0298

No. Pages: 3

Instrument: DEED

Control #: 202206290499

Ref #: TT0000021576

Date: 06/29/2022

Time: 11:13:40 AM

Return To:
Stewart Title Insurance Company - Upstate
47 West Main Street
Rochester, NY 14614

HOUSE SALES CONSULTING INC,

HOLT, NATHAN
BILLET, OWEN

| | | |
|------------------------------|-------------------|--------------|
| Recording Fee | \$26.00 | |
| Pages Fee | \$10.00 | |
| State Fee Cultural Education | \$14.25 | |
| State Fee Records | \$4.75 | Employee: XC |
| Management | | |
| Transfer Tax | \$1,640.00 | |
| TP-584 Form Fee | \$5.00 | |
| Deed Notice Fee | \$10.00 | |
| RP-5217 County Fee | \$9.00 | |
| RP5217 State Equal Fee | \$116.00 | |
| Total Fees Paid: | \$1,835.00 | |

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$410,000.00

JAMIE ROMEO

MONROE COUNTY CLERK



WARRANTY DEED

THIS INDENTURE, made the 28th day of JUNE 2022.

BETWEEN **HOULE SALES CONSULTING, INC.**
, with an address of 1108 Cheese Factory Road,
Honeoye Falls, New York 14472

GRANTOR,

And **NATHAN HOLT & OWEN BILLET** ^{as JTWR05} with an address of 869 Bailey
Road, West Henrietta, New York 14586

GRANTEES,

WITNESSETH, that the Grantor, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by the Grantees do hereby grant and release unto the Grantees, the heirs or successors and assigns of the Grantees forever;

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mendon, County of Monroe and State of New York, being more particularly bounded and described as Lot 7 of the Loire Valley Estates Subdivision, Section 2 as the same is shown on a map filed in the Monroe County Clerk's Office in Liber 229 of maps, page 26.

Said lot is of the dimensions as shown on said map.

SUBJECT to covenants, easements and restrictions of record, if any, which may affect the herein described premises, and is also subject to the rights of the public in and to the premises which lies within the bounds of the public highway.

BEING and intending to convey the same premises conveyed to Grantor by Michael Pattison, Esq., as referee, by deed dated August 25, 2020 and recorded in the Monroe County Clerk's Office on October 29 2020 at Liber 12414 of Deeds, page 0470.

Tax Identifier Map Number: 216.04-1-43
Property Address: 4 Chambord Drive, Town of Mendon, Monroe County, New York 14506
Tax Mailing Address: 4 Chambord Drive, Mendon, New York 14506

DR →

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever, **AND** the Grantor covenant as follows:

FIRST, The Grantee shall quietly enjoy the said premises;

SECOND, The Grantor will forever warrant the title to said premises;

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor have duly executed this deed the day and year set forth in the acknowledgment and this deed was delivered in this day and year first above written.

In presence of:

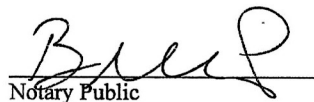
HOULE SALES CONSULTING, INC.



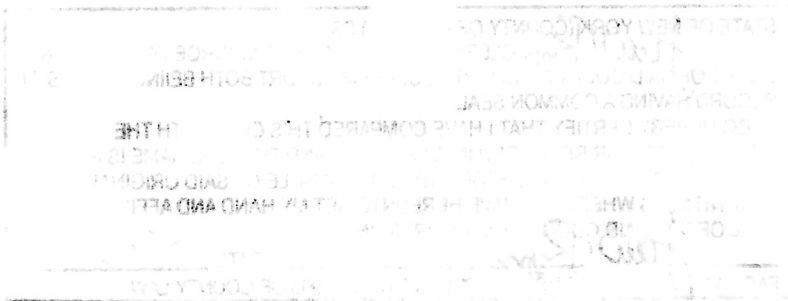
By: ROBERT T. HOULE
Its: President

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.:

On the 28th day of June in the year 2022 before me, the undersigned, personally appeared **ROBERT T. HOULE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in HIS capacity and that by HIS signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

BENJAMIN F. NORTHRUP
Notary Public, State of New York
No. 02NO6420355
Qualified in Ontario County
Commission Expires 08/09/2025



STATE OF NEW YORK (COUNTY OF MONROE) SS
I, Jawid Ramis CLERK OF THE COUNTY OF MONROE OF THE COUNTY
COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING COURTS OF
RECORD HAVING A COMMON SEAL
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE
ORIGINAL FILED OR RECORDED IN THIS OFFICE AND THAT THE SAME IS A
CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE
SEAL OF THE SAID COUNTY AND COURTS ON _____
Jawid Ramis DATE 8/11/2022
FACSIMILE SIGNATURE USED PURSUANT TO SEC 903 OF COUNTY LAW.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:
Stewart Title Insurance Company - Upstate
47 West Main Street
Rochester, NY 14614

Receipt # 3120973
Book Page M 29949 0413

No. Pages: 12

Instrument: MORTGAGE SINGLE OR TWO FAMILY DWELLING

Control #: 202206290500
Ref #: MDN007322

Date: 06/29/2022

Time: 11:13:41 AM

HOLT, NATHAN
BILLET, OWEN

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC,

| | | |
|------------------------------|-------------------|--------------|
| Recording Fee | \$26.00 | |
| Pages Fee | \$55.00 | |
| State Fee Cultural Education | \$14.25 | |
| State Fee Records | \$4.75 | Employee: XC |
| Management | | |
| Basic Mtg Tax MENDON | \$1,845.00 | |
| Trans Authority Mtg Tax DC | \$897.50 | |
| State Mtg Tax | \$922.50 | |
| Total Fees Paid: | \$3,765.00 | |

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$369,000.00

JAMIE ROMEO

MONROE COUNTY CLERK



When recorded, return to:
Premium Mortgage Corporation c/o DocProbe, LLC
1125 Ocean Avenue
Lakewood, NJ 08701
844-793-0177

Title Order No.: AAC-12566-NY-TP

LOAN #: 1220085829

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1003841-9920083778-3

MERS PHONE #: 1-888-679-6377

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated June 29, 2022, to this document, will be called the "Security Instrument."
(B) "Borrower." NATHAN HOLT AND OWEN BILLET, JOINT TENANTS,

together with all Riders

whose address is 869 Bailey Road, West Henrietta, NY 14586,

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(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 a mailing address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

(D) "Lender." Premium Mortgage Corporation,

Lender is a corporation or association which exists under the laws of The United States of America. will be called "Lender."
Lender's address is 2541 Monroe Avenue, Rochester, NY 14618

(E) "Note." The note signed by Borrower and dated June 29, 2022, will be called the "Note." The Note shows that I owe Lender THREE HUNDRED SIXTY NINE THOUSAND AND NO/100* ***** Dollars (U.S. \$369,000.00) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by July 1, 2052.

(F) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(G) "Loan." The "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.

(H) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(I) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

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

(J) "Applicable Law." 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 will be called "Applicable Law."



LOAN #: 1220085829

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

(L) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(N) "Miscellaneous Proceeds." "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."

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

(P) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(Q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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 in interest) and its successors in interest 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 and modifications of the Note;
- (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.

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 canceling this Security Instrument.

DESCRIPTION OF THE PROPERTY

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (G) below:

(A) The Property which is located at **4 Chambord Drive, Mendon,**

[Street] [City, Town or Village]

New York **14506.**

[Zip Code]

This Property is in **Monroe**

County. It has the following legal description:

Town of Mendon

APN #: 216.04-1-43

- (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 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 contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements 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 principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. **Application of Borrower's Payments and Insurance Proceeds.** Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, 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 prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments For Taxes And Insurance.

(a) **Borrower's Obligations.** I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:":

(1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"

(2) The leasehold payments or ground rents on the Property (if any);

(3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;

(4) The premium for Mortgage Insurance (if any);

(5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and

(6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all



Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this Section 3.

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligations. Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

(c) Adjustments to the Funds. Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

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

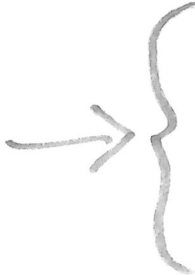
4. Borrower's Obligation to Pay Charges, Assessments And Claims. I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents 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. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. 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 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.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

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. 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. Lender may require me to pay 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 each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

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 my additional debt secured by this Security Instrument. 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 amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. 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 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 22 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 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 described 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



LOAN #: 1220085829

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 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. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I will not give up the rights that I have as a tenant on the Property. I will not cancel or terminate my lease and I will not change or alter that lease unless Lender agrees in writing to the change or amendment. 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. 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 ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to 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. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (a) Mortgage Insurance coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance coverage is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any 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 Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it 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) to 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).

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 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 1998 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; 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. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

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.



LOAN #: 1220085829

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 30 days after the date the 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 if 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 will 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 22). 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.

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, or a person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. 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 22 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 except as provided under Section 20.

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, attorneys' fees, 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 a 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, I will waive any right to bring a lawsuit against Lender because of the overcharge.

15. Notices Required under this Security Instrument. 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



LOAN #: 1220085829

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.

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 conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

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 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.

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) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) 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;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' 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
- (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) 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 drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, 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. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance. The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. 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 or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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 Section 15 of this Security Instrument) of the unfulfilled obligation and 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 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

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



LOAN #: 122008529

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.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

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 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 states:
 - (1) The promise or agreement that I failed to keep or the default that has occurred;
 - (2) The action that I must take to correct that default;
 - (3) A date by which I must correct the default. That date will 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 of this Security Instrument, I will 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
 - (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
- (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 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.



LOAN #: 1220085829

- 25. 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 10 of this Security Instrument and in any Rider signed by me and recorded with it.

Nathan Holt 06/29/22 (Seal)
 NATHAN HOLT DATE

Owen Billet 06/29/22 (Seal)
 OWEN BILLET DATE

State of NEW YORK)
) SS:
 County of MONROE)

On the 29th day of June in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared NATHAN HOLT AND OWEN BILLET, 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.

DAMIEN M. HALLATT
 Notary Public, State of New York
 Qualified in Monroe County
 Reg. No. 02HA6259530
 Commission Expires 04/16/2024

[Signature]
 Notary Public
 My commission expires: _____

Lender: Premium Mortgage Corporation
 NMLS ID: 3254
 Loan Originator: Adam Jones
 NMLS ID: 1220765



Title No. AAC-12566-NY-TP

SCHEDULE A – LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mendon, County of Monroe and State of New York, being more particularly bounded and described as Lot 7 of the Loire Valley Estates Subdivision, Section 2 as the same is shown on a map filed in the Monroe County Clerk's Office in Liber 229 of Maps, page 26.

Said lot is of the dimensions as shown on said map.

Premises: 4 Chambord Drive, Mendon, NY 14506
Tax Account No.: Sec: 216.04 Blk: 1 Lot: 43

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which bylaw constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

STATE OF NEW YORK (COUNTY OF MONROE)
I, CLERK OF THE COUNTY OF MONROE, DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL COPY OF THE MAP FILED IN THE MONROE COUNTY CLERK'S OFFICE AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE WHOLE OF SAID ORIGINAL MAP AS THE SAME APPEARS IN MY OFFICE AND AS THE SAME IS FILED IN THE MONROE COUNTY CLERK'S OFFICE.
DATE: 01/11/2024
CLERK OF THE COUNTY OF MONROE

STATE OF NEW YORK (COUNTY OF MONROE) SS
I, Paul Remy CLERK OF THE COUNTY OF MONROE OF THE COUNTY
COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING COURTS OF
RECORD HAVING A COMMON SEAL
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE
ORIGINAL FILED OR RECORDED IN THIS OFFICE AND THAT THE SAME IS A
CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE
SEAL OF THE SAID COUNTY AND COURTS ON Paul Remy DATE 8/11/2022
FACSIMILE SIGNATURE USED PERSUANT TO SEC 903 OF COUNTY LAW.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702371

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111134

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:28 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 15

Re: A courtesy briefing.
From: Donald J. Cheney, Esq. (dcheney@cheneyfirm.com)
To: jrcaputo@yahoo.com; robertthoule@aol.com
Date: Tuesday, August 16, 2022 at 03:14 PM EDT

Thank you for your email. Your lien failed to name the correct property owner so we were able to avoid the lien for that reason. In the future you should hire an attorney to assist you with these matters to avoid simple mistakes.

The Monroe County Sheriff will not care about this. The lien is clearly defective and my client was able to avoid the lien and close on this property without the need to bond over the lien. You can call everybody and anybody you want and it won't make a difference.

On top of the lien being defective, the lien itself contains clear fraud. You cannot claim amounts for what you assert as my client "trying to kill you." You may not like Bob Houle, but Bob Houle does not attempt to kill people. If working conditions are such that you don't feel safe, then it is up to you to not continue with the job. You don't get to add a random charge onto a bill because you did not like the working conditions but chose to continue with the job anyway.

Finally, I have no fear of litigation. I have been an attorney for 20+ years. Threats about somebody suing a client are a daily occurrence in my business. I am sure my client would engage in reasonable settlement discussions with you if you so desire. DC

Donald J. Cheney

Cheney Law Firm, PLLC

336 North Main Street

Canandaigua, New York 14424

Office: (585) 919-6210

Fax: (585) 919-6209

Mobile: (607) 275-6516

From: James Caputo <jrcaputo@yahoo.com>
Date: Monday, August 15, 2022 at 7:50 PM
To: "Donald J. Cheney, Esq." <dcheney@cheneyfirm.com>, Bob Houle <robertthoule@aol.com>
Subject: A courtesy briefing.

Here is the short on what you both have been party to and brought upon this situation in order to have sold this property out from under a lock solid mechanic's lien:

1. When visited and told of what has occurred, the VP of Premier Mortgage Company who financed the buyers states that she "sees the lien on the property when looking into the sale" and that it was set aside for not having the "proper homeowner listed". This statement alone is damning given whatever it was that she was even looking at.
2. What her statement means is this. Somehow, someday, someone (maybe at the Title Company itself) (and outside of the Courts, where these things ARE to be decided) unilaterally determined that the mechanic's lien was "defective" enough to be ignored (or what have you) for this sale to proceed. No one has such power and authority other than the Courts to be able to set aside a lien for this (continued) "ownership" issue or any other argument. This did not happen and therefore, someone(s) broke the law for this lien to have been ignored during either the Title search or the sale itself.
3. Furthermore, this lien has already prevailed when challenged in Monroe County Supreme Court by an OTSC. This fact alone was a bit surprising to both the VP of Premier Mortgages as well as one of the agents at the Title Search Company.
4. Any argument that the lien is defective because the property ownership named in the lien is incorrect is an invalid argument and will never survive any court challenge and certainly any other decision making process that has already occurred, once brought to justice. First of all, the lien itself names the corporation and ties it directly to Robert Houle, so there is no absence of the proper parties having been named in the lien. Additionally, the contract that the lien is based upon (and also an Exhibit in the Supreme Court victory) is with the corporation and signed by Robert Houle. I have documentation whereby Houle names himself as the sole shareholder of the corporation. I have other documentation that establishes the address of both the corporation and the owner of the Chambord property as 1108 Cheese Factory Road, the same address as the sole shareholder and owner, Houle. And once Robert Houle personally (and not the corporation) took that \$7,000 mortgage out on the home this past spring, that cements his ownership. And besides, liens attach themselves to the property and not the owner. And the only way a lien can be vacated AT ALL (especially for a sale to occur) once filed and entered with the County Clerk (outside of the lienor him/herself removing it) is through a Court action. No such thing has occurred.
5. A visit has already been made to the Monroe County Sheriff's office and an investigation initiated.
6. A certified notification letter will be going out to the new homeowners informing them that they have (by the language of their mortgage contract) inherited this mechanic's lien and that there will be a forthcoming lien foreclosure on their newly purchased property if they decide that they are not going to cover it themselves.
7. Every other avenue and reporting agency will also be notified on what has occurred here, including those that deal with professional licensing and regulation of the real estate and finance worlds.
8. And at this point, expect the amount owed to grow substantially given the legal maneuverings and lost days of work that will now be required to be paid.

Please do not underestimate me and my ability to compel a legal outcome in my favor.

-James R. Caputo

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702372

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111135

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:30 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 16

Re: A courtesy briefing.
From: Donald J. Cheney, Esq. (dcheney@cheneyfirm.com)
To: jrcaputo@yahoo.com; robertthoule@aol.com
Date: Wednesday, August 17, 2022 at 02:01 PM EDT

The lien you filed is effective only to property owned by Robert Houle. Robert Houle does not own the property described in the notice of lien. Per New York Law "a misidentification of the true owner is a jurisdictional defect." Furthermore, when abstractors search for liens, judgments etc., they search the name index for the actual property owner. Liens that incorrectly name the property may never get picked up in a title search for this very reason. My client brought a pro se action regarding this mechanic's lien. At this time you were made aware of your mistake but you did nothing to amend the lien.

You are, of course, welcome to pursue any legal remedy that you wish to pursue. DC

Donald J. Cheney

Cheney Law Firm, PLLC

336 North Main Street

Canandaigua, New York 14424

Office: (585) 919-6210

Fax: (585) 919-6209

Mobile: (607) 275-6516

From: James Caputo <jrcaputo@yahoo.com>
Reply-To: James Caputo <jrcaputo@yahoo.com>
Date: Wednesday, August 17, 2022 at 12:37 PM
To: "Donald J. Cheney, Esq." <dcheney@cheneyfirm.com>, Bob Houle <robertthoule@aol.com>
Subject: Re: A courtesy briefing.

Any defects in a lien, (including any issue with property owner) MUST be determined by a Court. Period. You ought to know that. I defy you to put forth any statute stating otherwise. Mr. Houle did not get any Court decision removing the lien for that (highly defensible issue) and should be held to account, as well as you for having been party, along with anyone else. Plenty of recourse options including multiple places to report both of your's actions. Where the sheriff ends, there are others who will care.

And as far as "fraud" and my claim of his passive aggression towards me, you are not the benchmark authority on that issue or my right to both claim it and surcharge him FOR it. I know what I know about your client and what I experienced, then and especially since finishing my work. Plausible deniability doesn't survive a polygraph, regardless of whether or not it's proof in court.

And your client already had his opportunity at a settlement and because he refused and took this matter to court in a most despicable way, he incurred the full amount of the lien, as promised, (plus the interest continuing to accrue since February 16, 2022, on the \$11,300 remaining balance from the signed portion of our work agreement). Unless he's prepared to settle the lien for it's stated value, I have already exhausted all desire for any further discussions with him.

I'll continue to pursue what I've already started where multiple angles of attack are planned to expose the impropriety that has brazenly gone on here. So again, unless you are able to present the portion of the lien law that allows a lien to be deemed defective (and thus set-aside and ignored) outside of a court challenge and order, I'm really not sure how Mr. Houle expects to prevail when he's dragged into court and when the authorities come investigating. I'm not playing. This bullcrap has cost me dearly and now, I've got to deal with y'all cheating your way out of it...but not so fast on the getaway.

-JRC

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702373

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202401111136

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:31 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 17

Re: A courtesy briefing.
From: James Caputo (jrcaputo@yahoo.com)
To: dcheney@cheneyfirm.com; robertthoule@aol.com
Date: Wednesday, August 17, 2022 at 02:46 PM EDT

Your client brought an Order to Show Cause on the lien itself, and made passing mention of the name issue. Not only did the lien prevail, but it has been my contention that the lien filing was proper, and the Court made no ruling to that effect regardless. Mr. Houle knew that the issue of name on the lien required further Court action, which is why he did indeed pursue this issue before a Judge, which he currently has scheduled for August 25 in Monroe County Supreme Court, unless, of course, that whole thing has been obviated by the law having been broken BY Mr. Houle. I mean, could his pursuit of a court order on this matter be anymore of an admission of guilt for having subsequently broken the law on this very issue? And even if, (after having been heard in Court), Mr. Houle's argument prevailed, case law STILL enables a simple amendment to be made to the lien, especially since it's still active and valid and proximal to the issue at hand. So, every single angle of this matter is covered in my favor.

And what Title or Abstract company worth its salt would limit its search of a property to owner only and not the property as well? There's a reason why the exact map location is crucial to the lien itself. A search of the property would have readily revealed the lien. This is what makes liens what they are. They are attached to the property, which is how subsequent owners end up inheriting them when encountered. And is it your attestation here on a date and time stamp that the lien survived being identified on an "owner" search using the name "Houle", since this happens to also be the name the lien contains as well? Hardly. Besides, I have the VP of Premier Mortgage stating that she indeed SAW the lien on whatever documentation she went and reviewed, but that "it was decided" (by the mystery judge, of course) "that the name was incorrect."

And lastly, you, the presiding attorney over the sale, knew full well OF the lien and looked the other way, when opportunity arose. THAT, Mr. Cheney, constitutes legal malpractice and professional malfeasance. Why? Because you STILL have yet to provide the actual statute that allows any alleged defect of lien to be determined outside of a court of law, since that is what has been done and you and Mr. Houle have been party to it. In fact, my review of the New York lien law makes it clear that any defect challenge to a lien must be done in Court. So, feel free to continue with your cavalier attitude about whatever legal ramifications this matter has created. - JRC

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702375

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202401111138

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:34 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702374

Book Page CIVIL

No. Pages: 13

Instrument: EXHIBIT(S)

Control #: 202401111137

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:33 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 18

Notice of Intent to File Court Papers (pdf attached)

From: James Caputo (jrcaputo@yahoo.com)

To: dcheney@cheneyfirm.com; robertthoule@aol.com

Bcc: alexia@premiummortgage.com; robert.corwin@stewart.com; pamelacriscuolo@stewart.com;
colleen.flanagan@stewart.com

Date: Saturday, August 27, 2022 at 03:15 PM EDT

Dear Mr. Houle, Mr. Cheney and the other parties involved with the sale of 4 Chambord Dr,

Please be informed that this is a notice of intent that legal action is about to be taken against all parties involved with the illicit sale of the property known as 4 Chambord Drive, Mendon, NY 14506, which was executed and completed on June 28th and 29th, 2022, despite an active (and Supreme Court Affirmed) mechanic's lien on the property. The parties primary involved with the sale of this property and (thus) copied in on this email are Robert T. Houle, (owner of the property), Donald Cheney, Esq. (the attorney of record for the sale), an (unnamed) senior representative of Premium Mortgage Corporation (who issued the new mortgage on the property) and (unnamed) representatives of Stewart Title Insurance Company (all BCC'd).

This communication has also been forwarded to additional recipients who either have a vested interest in the full knowledge and understanding of this issue and/or are important for myself and my interests to be protected. It does not give me any pleasure to have to (both) write this communication as well as be readied to serve each of the parties involved with Court papers, (to be fully described further below), which would invariably unlock a pandora's box that no one would want to deal with.

The material evidence I have and will be sharing with each of you is extensive, as I try my best to be brief and succinct with the facts and the purpose of this email. A timeline is best to impart a detailed issue, so allow me to provide the course of events as I (both) know them to be and can prove them to be regarding this property and the recent unlawful sale thereof.

1. In early January 2022, Robert T. Houle was apprised of and sent a detailed final invoice for extensive home improvement work on the property known as 4 Chambord Drive, Mendon, NY 14506, (that was concluded on November 16, 2021), whereafter he ignored it upon several attempts for his attention thereto.

2. A justifiable (and proper) mechanic's lien was therefore entered with the Monroe County Clerk's Office and the Monroe County Supreme Court against the home and property known as 4 Chambord Drive, Mendon, NY 14506 (Parcel ID 216.04-1-43) on Jan 21, 2022, and then served upon Robert T. Houle.

Exhibit A and **Exhibit B** represent this lien and are crucial to this entire matter. **Exhibit A** is the actual Mechanic's Lien itself, complete with all the internally generated case and file numbers ascribed and highlighted where necessary. **Exhibit B** is the standard Cover Page to an Official Filing in the County Clerk's Office – this one being for the Mechanic's Lien. It is important to point out that this copy of **Exhibit B** was obtained from Robert T. Houle as part of his (future) submission papers to Monroe County Supreme Court concerning the lien. While this document is confirmatory as far as Control #, Reference #, Receipt # and Date, it is not clear as to why the "Return To:" and the "Book / Page" sections are blank when they are not supposed to be. Nevertheless, this document ends up disappearing

from the filing records for the County Clerk, a serious development which will be expounded upon further below.

3. Mr. Houle completely ignored said lien until April 2022, when suddenly, he began demanding, (in a most hostile manner), that the lien be removed, or face legal action. Real estate records for the house indicate that these demands coincide with when the property was first listed for sale.
4. After Mr. Houle refused very reasonable settlement offers that would have required him to satisfy the lien with before-sale monies, he decided to challenge the lien in Monroe County Supreme Court on the basis of “*improper party*”, “*lien overstated*”, and “*change order clause*”. Mr. Houle was told previously that if a Court action was going to be brought and legal defense of the lien now required, (with all the time, labor and continued stress involved), then all settlement offers were off the table and the full amount would be sought.
5. Nevertheless, after being served with an Order to Show Cause action with TRO, (Index # 2022-920), and a formal Answer entered with (both) The Clerk and The Court in response, on April 28, 2022, both parties appeared before Hon. Sam L. Valleriani, in Monroe County Supreme Court and presented their arguments.
6. On May 2, 2022, Judge Valleriani rendered his Decision, (see **Exhibit C**) where the summation of his ruling was written *exactly* as follows, “It is NOW, hereby ORDERED, that Petitioner’s order to show cause to vacate the lien and for sanctions is denied and dismissed.” Even though that Decision outright denied and dismissed Robert T. Houle’s OTSC attempt to upend the lien, Judge Valleriani was sure to address each of the contentions by Mr. Houle, including but not limited to the issue of “improper party” on the lien.

So that it is abundantly clear right here concerning this matter of name semantics on the lien, the words of Judge Valleriani are echoing loud, (particularly when considering the remainder of this letter), when he stated the following,

“Petitioner asserts that the lien must be dismissed since respondent named an improper party as the property is owned by Houle Sales Consulting, Inc. and not Robert Houle individually. The lien lists both Houle Sales Consulting, Inc. (President, Robert T. Houle) and Robert T. Houle. Regardless, Lien Law § 9 provides that the lien shall state:

“7. The property subject to the lien, with a description thereof sufficient for identification; and if in a city or village, its location by street and number, if known; whether the property subject to the lien is real property improved or to be improved with a single family dwelling or not. A failure to state the name of the true owner or contractor, or a misdescription of the true owner, shall not affect the validity of the lien...” (See Lien Law § 9 [emphasis added])

Petitioner’s contention that an improper party is named does not result in vacatur or dismissal of the lien.”

Judge Valleriani then adds a crucial statement to his Decision that has direct applicability to this matter, “***If the parties can not resolve the matter, and petitioner wishes to sell the property, he may file a sufficient bond or undertaking pursuant to Lien Law § 19.***”

[Lien Law § 19](#) is the section dealing with discharging a lien. You see, in order for any duly filed and entered lien to be discharged outside of being paid off and satisfied, (especially one already argued over and upheld *by* a Court of Law), it must be done *IN* a Court of Law. THIS is the crux of the matter and the foundation for the trouble that has come upon the parties involved with the illegitimate sale of this house, because despite no legal action having been taken in accordance with the law, (specified by Judge Valleriani himself as being necessary), the lien somehow vanished from the record.

7. On Tuesday, May 24,2022 at 4:26pm; Don Cheney,Esq emails James Caputo the following:

“Mr. Caputo,

Houle Sales Consulting, Inc. has a contract in place for the sale of 4 Chambord Drive. Closing will be in about 30 days.”

Now, it isn't clear at this point whether Mr. Cheney knows about the Court Decision or not. What is clear is that he knew Robert Houle made a Court action as well as knowing full well about the lien itself.

8. On Wednesday, June 1, 2022 at 12:26pm; Robert T. Houle emails James Caputo the following (excerpts):

“Jim,

I am writing to you and my attorney Don Cheney.

... That you withdraw your mechanics ...Having the lien on my personal name clouds the title... It is becoming a distraction and slowing down closing.”

Clearly, Mr. Houle recognizes the impact of the lien at this point in time and its intended purpose of upsetting the sales process, but somehow forgets the reason for why the lien exists and that he lost in Court when the lien was challenged.

9. On Thursday, June 2, 2022 at 10:14am; Robert T. Houle emails James Caputo the following (copied and pasted):

“Jim,

Asa noted yesterday and in a[pparently my attorneys emails.. my name on the lien is screwing up the abstract...I need to be removed from any liens for this to close.....”

Once again, the lien is doing precisely what the lien is supposed to do – upend the sales process until it is paid and satisfied. Mr. Houle also seems to have a short memory on this matter of name on the lien, since Judge Valleriani already ruled on that issue, which makes his continued argument along these lines moot. Further, it makes tampering with the lien on these grounds of “improper party” an unlawful act.

10. On Thursday, June 2, 2022 at 2:51pm; Don Cheney,Esq emails James Caputo the following

(excerpts):

“Mr. Caputo,

....What I really need is to have this lien put in the name of the property owner who is Houle Sales Consulting, Inc. This corporation owns the property and not Robert Houle individually. If you are willing to amend the lien I am happy to draft the paperwork.....

...If this lien gets bonded over you will have to bring an action to foreclose the lien and collect your money. This has to be done within 2 years from the date the lien was originally filed. At this point you will be able to submit your proof and Mr. Houle can submit his proof and a judge will decide whether the lien is proper and the amount of the lien.”

What this email establishes is that Mr. Cheney also understands that the lien is distressing the sales process. Yet, he asserts that the name on the lien is an issue that requires amending, even though the lien is on the property and not the owner, per se. This is both something he ought to know as a real estate attorney and not something that can be adjudicated outside of a courtroom. Further, what would changing the name accomplish, since the lien would have remained on the home and the sale still derailed? Unless of course there was impropriety planned should such a change have occurred. Further, in separate emails, Mr. Cheney tried also to pawn off an attempted threat of bonding off the lien in order to move forward when his description of the details were not consistent with the actual statute. His bluff was called and no bonding action was ever taken.

11. June 3, 2022 – Robert T. Houle files papers with Monroe County Supreme Court against James Caputo seeking to have his name removed from the Mechanic’s Lien on 4 Chambord Drive and replaced with his corporation’s name. His service violation of these papers upon Plaintiff causes a cancelation and ultimate rescheduling of this matter before the Judge for August 25, 2022.

12. August 9, 2022, after still not having received proper (re)service of the papers pertaining to the August 25, 2022 scheduled court appearance, it was discovered through an online search that the property known as 4 Chambord Drive, Mendon, NY 14506 had been sold, closed and the deed transferred. An email, along with a copy of the sale information and a copy of the records on file with the County Clerk’s office, (showing the absence of the lien as well as the new sale and deed transfer), was sent to both Cheney and Houle making them aware that I was aware of what had occurred. **Exhibit D** is the current list of filings with the County Clerks Office for 4 Chambord Drive, Mendon, NY 14506, which was sent to both parties. Please take note of the Control #'s, Reference #'s and the Tax Map ID. The mechanic’s lien has been removed from the list. No court action has been taken for this to be the case.

13. On August 11, 2022, James Caputo drives to Rochester to the Monroe County Clerk’s Office to obtain certified copies of all filings with the Clerk pertaining to 4 Chambord Drive, Mendon, NY 14506 from January 2020 to present. These are collectively represented as **Exhibit E**. This is a large file and will be sent in ensuing emails as two separate (a and b) parts. As can be seen on the cover page of each individual file in **Exhibit E**, the Control #'s and the Reference #'s line up exactly with the corresponding numbers for the files on the Clerk’s list in **Exhibit D**. But again, Control # 202201211012 is missing.

On this day also, James Caputo personally meets with a senior representative of Premium Mortgage

Corporation, where this matter was brought to their attention, and where James Caputo was personally told that the lien was indeed seen on whatever records for this sale that this Rep was looking at but was apparently deemed invalid (by someone) because of the name issue, thus enabling the sale. The explanation was vague, at best, yet indicated that a unilateral decision was made by an involved party (outside of the jurisdiction of the Court) that this lien was invalid and therefore subject to being ignored, and quite possibly illegally removed from the County Clerk's Record Books.

After it was recommended that this matter be brought to the Sheriff's Office, a visit and a conversation was had with an officer whose name is not important at this time. Minimal notes were taken and little action was expected though it was said that the matter would be investigated. Nothing has been heard since.

14. On August 15, 2022, after having called and spoken to a representative at Stewart Title Insurance Company, (the Title Company of record for this sale), located on 47 West Main St, Rochester, NY 14614, and apprising them of this matter and where there was supposedly going to be an internal inquiry into the matter upon hearing of it, James Caputo writes a follow-up email to both Don Cheney, Esq and Robert T. Houle where he lays out his *preliminary* findings, what he was prepared to (lawfully) do in order to be paid, as well as mentioning the Sheriff's visit.

15. On Tuesday, August 16, 2022 at 5:14pm; Don Cheney, Esq sends a response email to James Caputo with the following excerpts:

“Thank you for your email. Your lien failed to name the correct property owner so we were able to avoid the lien for that reason. In the future you should hire an attorney to assist you with these matters to avoid simple mistakes.

The Monroe County Sheriff will not care about this. The lien is clearly defective and my client was able to avoid the lien and close on this property without the need to bond over the lien. You can call everybody and anybody you want and it won't make a difference.

On top of the lien being defective, the lien itself contains clear fraud....”

Mr. Cheney is once again attempting a bluff against someone who has taken it upon himself to learn the Statute itself, as well as possessing a Court Decision already striking down any argument regarding a defective lien for “correct property owner” as well as anything further that could be construed as “fraud”. In his dated and time stamped email, he is clearly admitting to have broken the law, in addition to implicating others as well for being party to the impropriety with his use of the pronoun, “we”. **Exhibit C** is once again referred to where Judge Valleriani explicitly rules on this matter and then makes clear the **ONLY** avenues available for this property to be sold. These avenues were somehow sidestepped, and by doing so, this is a clear violation of the law.

16. On Wednesday, August 17, 2022 at 12:36pm; James Caputo writes a response email to both Cheney and Houle making it clear that no lien is able to be discharged in such a manner and that a Court Order is the only instrument available, other than bonding or satisfying the lien itself. That in order to do so,

fraud had been committed as well as the Statute violated.

17. On Wednesday, August 17, 2022 at 2:01pm, Donald J. Cheney, Esq. writes an email back stating:

“The lien you filed is effective only to property owned by Robert Houle. Robert Houle does not own the property described in the notice of lien. Per New York Law “a misidentification of the true owner is a jurisdictional defect.” Furthermore, when abstractors search for liens, judgments etc., they search the name index for the actual property owner. Liens that incorrectly name the property may never get picked up in a title search for this very reason.”

18. On Wednesday, August 17, 2022 at 2:46pm; James Caputo writes a response email to Cheney and Houle making it clear that Mr. Cheney had yet to identify the actual Statute he refers to that enables a duly executed and entered Mechanic’s Lien to be “avoided” (as he termed it) outside of a Court Order, all because **“a misidentification of the true owner is a jurisdictional defect.”** James Caputo also pointed out that both the owner of record and the mechanic’s lien both contain the name “Houle” and thus his argument that the lien would have been missed on a “name index” search is preposterous. James Caputo also made it clear to Mr. Cheney that by his foreknowledge of the lien and his being the presiding legal officer over the unlawful “avoidance” of the lien (as he put it) and thus the unlawful sale of the house, that this constituted both legal malpractice as well as professional malfeasance. **Exhibit C** is once more offered in its entirety as an unimpeachable rebuttal [emphasis added] to this latest (and every) email from Mr. Cheney attempting to explain away the illegalities of his and Mr. Houle’s actions regarding the mechanic’s lien levied against this property in question and how it was illegitimately removed from the Official County Record.

19. On Wednesday, Aug 17, 2022 at 2:25pm; Email received from Robert T. Houle and seen after sending the above response email to them both.

Jim, Please do not contact Don Cheney further on this matter or any matter.

Thank you.

20. On Wednesday, August 17, 2022 at 2:20pm; An independent email (outside of the above thread) is received from Robert T. Houle, which addresses what I had detailed to them as my findings in this matter. Once again, this lengthy email from Houle was little more than another (tired) attempt to retry every single point he lost on in Court on April 28, 2022, while also getting mildly inappropriate with his language towards James Caputo with such excerpts as,

“If anythingI have an action against you for the above.. libel and slander .. and legitimate defamation of character...so don't even think about some threats or some online bullshit you are suggesting...

I tried to resolve the matter with a mortgage and you declined it..

I tried to settle it and you declined it..

I will reach out soon to discuss a settlement in writing on this matter. period..

Don't push it Jim...

.... I, too will be meeting with the Monroe County Sheriff's office to get a restraining order filed against you.. and we will move forward.

.... Ill be in touch and send out an offer today in writing..”

For the record, the only settlement James Caputo declined was one that required payment *after* the sale of the house, (essentially negating the entire purpose of the lien and any true leverage to be paid), which happened to be the case with every offer. Further, at no time has James Caputo demonstrated any behavior or language consistent with anyone representing a threat against Mr. Houle that would necessitate Mr. Houle to be making warnings of getting a restraining order. The same cannot be said of him.

21. On Wednesday, August 17, 2022 at 3:08pm; James Caputo emails Houle a response pointing out that he just attempted to retry everything he lost on in Court. So instead of following the Lien law, he and his attorney decided to break it.

22. On Wednesday, August 17, 2022 at 3:33pm; Robert T. Houle writes another email to James Caputo where he again states that an “offer letter” was sent, and where he continues to threaten legal action for any ill word being spoken or posted about him when writing the following:

“FYI-**I sent an offer letter to you----sent..

Further don't even think about some online postings or further slander or defamation of character about me or my lawyer..or I will take action against you and any monies the company allegedly owes -will quickly turn into monies that you owe..”

For the record, Houle’s use of the word “further” in his statement regarding “slander” and “defamation” is referring to the fact that James Caputo (as part of his mechanic’s lien defense) produced information and documentation to The Court in April about Mr. Houle having previously had two separate properties sold out from under him by the County for not having paid taxes on said properties for over four years. This, in addition to documents showing his personal home having recently been in foreclosure.

Submitting these records to the Court in defense of a mechanic’s lien, apparently, is slander and defamation according to Mr. Houle.

23. On Wednesday, August 17, 2022 at 5:31pm; James Caputo sends an email response to Houle regarding his threats of litigation. Being a learned man of Scripture, James Caputo included a single verse as part of his response, which read in toto as:

“FYI: slander and defamation claims only count when something is not True, not when someone doesn't like something that is True about them.”

"He that walketh uprightly walketh surely: but he that perverteth his ways shall be known." - Proverbs 10:9

24. On Wednesday, August 17, 2022 at 8:48pm; Robert T. Houle responds by email where his language is quite foul and hateful towards James Caputo with such entries as:

“Hey Jim, I'm sick of you and your bullshit .

Fuck you and your condescending arrogant self righteous hypocrite comments. ! Fuck off.. fuck you.. you were offered a \$19,000 mortgage and you declined it.. what an idiot.. and I'm glad because you did not deserve it..

You're a sick , weird dude... and this is true..

I should file a suit against you tommorrow.. but you are poor and have no assets so I'd be wasting my time..

You're so cocky----

.... dumb ass-

Don't contact me further ..loser !.”

There are plenty more emails since January with similar rhetoric from Mr. Houle, not to mention how disgustingly disparaging he decided to get towards James Caputo when presenting his case to The Court on and before April 28, 2022.

25. On Friday, August 19, 2022 at 3:17pm; After having not yet received anything of the “offer letter” allegedly sent by Robert T. Houle, as stated in his August 17th email, James Caputo writes Houle an email stating that given the language of his previous email, (specific to his comments about the declined mortgage for 19K), that his offer was likely not going to be acceptable given the facts and transpired events. It is here that Caputo also makes Houle aware of a possible Order to Show Cause Action and TRO being filed against the parties involved, amongst other options as well.

26. And FINALLY, on Monday, August 22, 2022 at 12:54pm; Robert T. Houle writes a response to Caputo's August 19th email, where, in addition to once again rehashing his tired argument that lost in Court, he states the following (copied and pasted):

“I'm. Not going to read this...

....leave me alione.. do not contact me further . Any further emails will be considered aggravated harrassment (" to annoy, alarm or harrass for no

apparent purpose by electronic means..."...

...bug off."

This email is an attempt to effectively end any and all communication between the parties by the threat of (baseless) legal action, when such is required for owed monies to be paid. He takes this action, all while (as of today, August 27, 2022), not having received a single "offer letter". That makes it ten days since Robert T. Houle wrote in a time and date stamped email that he sent an "offer letter". Even by Pony Express, it would have been received by now, which indicates loud and clear that Mr. Houle doesn't intend on, (nor did he truly give indication that he was ever going to be), paying James Caputo the monies he is owed.

So where does all this information leave this matter. Well, it is clear that the law has been broken and that both Cheney and Houle were direct parties to it. Who else is involved and what network of connections was used is anyone's guess and at this point, it matters not. That can be determined at a later date, if necessary. One thing is for sure, though. Someone from within the County Clerk's Office had access enough to literally wipe the mechanic's lien from the system without there having been any Court Order commanding such.

That, folks, is (without question) conspiracy, collusion, or whatever you care to call it, in a most serious manner. Tampering with the official records of government? And moreover, it's Criminal Contempt of Court as well, since it was done in the face of a standing Court Order on that very mechanic's lien itself. The fact that the mortgage company representative admitted to having seen the lien on whatever material they referenced during the visit to their office is reason to believe that they had to have known about the issue as well, as a component of the sale. And the fact that there was also knowledge from this individual that the lien was set aside because of the "name" issue is all the more reason to believe this. But, since Houle and Cheney are the main perpetrators, their email addresses are the only ones visible. I have extended that same benefit of the doubt to Stewart Title Company as well. Who knew what and who did what is something more for law enforcement and attorney generals to determine.

Nevertheless, there is still the issue of this lien having been illegally discharged from the property and the County record so that an forbidden sale could proceed, and just as important, the monies that remain unpaid to James Caputo. This is where all parties involved with the sale of this property are unfortunately stuck together with where this ends up.

Unless there is an immediate resolution of this matter on the part of Robert T. Houle, all four parties will be served with an Order To Show Cause Action with TRO against any and all aspects of this sale, including but not limited to funds received and full title completion/transfer. Each party will be asked to Show Cause for why The Court shouldn't straightaway find that:

1. The sale was done illegally and therefore applies a TRO on all funds received and all aspects of the sale still ongoing, such as Title completion.
2. The lien was illegally disregarded and voided from the record and therefore Ordered to be paid in full, along with all associated expenses.
3. The parties who executed the sale of this property are in Criminal Contempt of a Court Order.
4. The parties who executed the sale of this property have engaged in a criminal conspiracy to commit fraud upon The Court, The County and James Caputo.

5. The parties who executed the sale of this property knowingly and willingly broke the law and are subject to a full criminal investigation.
6. That this matter also be turned over for investigation by the appropriate regulatory agencies who oversee real estate transactions and the practice of real estate law.
7. That James Caputo be paid additional monies for all filing fees, lost days of work, and travel expenses associated with adjudicating this matter, as well as the accrued interest on the remaining monies owed from the initial contract.
8. That James Caputo be reimbursed for the numerous bank charges incurred from having these foundational monies unpaid by Mr. Houle, who knew of its importance to James Caputo's ability to relocate to Syracuse.
9. That James Caputo be paid punitive damages of whatever The Court deems appropriate for the nature of the crime and the hardship imposed upon James Caputo for not having been paid the large sum of monies for work he completed nearly ten months ago and the consequences it has had on his life.

One thing I am certain of is this. None of the parties involved here wish to have any of that come upon their desk, nor does this party wish to implement any of it. However, unless payment is made for full satisfaction of the lien, the interest accrued and the expenses incurred these months because of Mr. Houle's nonpayment, these papers will be filed with the consequences thereafter being whatever The Court wills. In addition, should this Court action be necessary, the details of this matter will also be shared publicly to whatever extent necessary for justice to prevail.

So, whoever was involved with this incident needs to impress upon Mr. Houle that the time to pay up has arrived, lest ye all be required to explain it to The Court and Judge Valleriani, on top of dealing with whatever fallout that ensues. In keeping with his character, Robert T. Houle gave testimony in his time and date stamped email that an "offer letter" was sent on August 17, 20022 when it was never sent.

Because Mr. Houle decided to take this deceitful course of action instead of working amicably towards a resolution, and because he was so putrid with his behavior with how he mischaracterized James Caputo in Court, only to then have so much contempt for the process of law that he (with the assistance of his attorney and whoever else in the County Clerk's Office), flagrantly broke the law in a most contemptuous manner towards both the Statute itself and The Court, to the (continued) hurt of James Caputo, the total that he now owes is \$32,432.

The Breakdown for these charges is as follows.

1. Lien Amount - **\$25,000**
2. Interest on contracted monies owed - **\$548** (see **Exhibit F** for documentation)
3. Fees, parking, fuel - **\$384** (see **Exhibit F** for receipts)
4. Lost Days of Work – 15 days at \$400/day - **\$6,000**
 - a. To research write the lien – 2 days (being conservative)
 - b. To file the lien – 1 day
 - c. To certify mail, write and file the affidavit of service – 1.5 days

- d. To write the Response to Houle OTSC – 2 days
- e. To file Response – 1 day
- f. To prepare and appear in Court – 1.5 days
- g. To write and file Sur-Reply – 1 day
- h. To obtain certified documents for 4 Chambord – 1 day
- i. To research Lien law violation and assemble present Notice of Action – 4 days

5. Bank fees for the financial struggle this has caused - **\$500**

Total: **\$32,432**

-

This payment needs to be made immediately and ***received*** by Wednesday, August 31, 2022. An affirmation that payment is being made along with a photo of the cashier's check for the total of \$32,432 needs to be emailed prior to sending it to the address at the top of this letter. If payment is not received or this letter is ignored, follow through with the OTSC with TRO will occur. It is regrettable that this letter and position needs to be taken, as little choice was given otherwise. This situation has proven out to be the ostensible natural history of anyone who does business with Robert T. Houle.

Most Sincerely,

James R. Caputo



LienDemand-JRC.pdf
743kB



Exhibit A - Chambord_Lien.pdf
5.1MB



Exhibit B - CountyClerk_ChambordLien_Record.pdf
1.5MB



Exhibit C - VallerianiDecision05-02-2022.pdf
6.6MB



Exhibit D - CountyClerk_PropertyFilings_4ChambordDr.pdf
206kB



Exhibit F - FeesExpensesInterest.zip
9.7MB

Exhibit 19

Re: Notice of Intent to File Court Papers (pdf attached)

From: Donald J. Cheney, Esq. (dcheney@cheneyfirm.com)

To: jrcaputo@yahoo.com; robertthoule@aol.com

Date: Monday, August 29, 2022 at 07:54 AM EDT

Mr. Caputo,

I am not reading this voluminous email and the various attachments. I would have to bill my client and it is not worth him having to pay me to read this nonsense. You failed to name the property owner in your lien paperwork which is fatal to the lien. Robert Houle may not even be a shareholder or officer of the actual property owner so naming him individually is simply incorrect. There is statutory law and there is case law. Case law is clear that if you misidentify the owner of the property, the lien is invalid. As such, the buyer's attorney was willing to accept title to the property for his client and the title company was willing to write title insurance and lender willing to put a mortgage on the property.

I represent clients and use my understanding and knowledge of the law to help clients achieve certain goals and objectives. Any attempt to name me as a party in any lawsuit for simply representing my client will certainly be frivolous and I will seek punitive damages as well as costs and attorneys fees if you take such action. You have been so advised and should act accordingly. DC

Donald J. Cheney
Cheney Law Firm, PLLC
336 North Main Street
Canandaigua, New York 14424
Office: (585) 919-6210
Fax: (585) 919-6209
Mobile: (607) 275-6516

From: James Caputo <jrcaputo@yahoo.com>

Date: Saturday, August 27, 2022 at 3:24 PM

To: "Donald J. Cheney, Esq." <dcheney@cheneyfirm.com>, Bob Houle <robertthoule@aol.com>

Subject: Notice of Intent to File Court Papers (pdf attached)

Dear Mr. Houle, Mr. Cheney and the other parties involved with the sale of 4 Chambord Dr,

Please be informed that this is a notice of intent that legal action is about to be taken against all parties involved with the illicit sale of the property known as 4 Chambord Drive, Mendon, NY 14506, which was executed and completed on June 28th and 29th, 2022, despite an active (and Supreme Court Affirmed) mechanic's lien on the property. The parties primary involved with the sale of this property and (thus) copied in on this email are Robert T. Houle, (owner of the property), Donald Cheney, Esq. (the attorney of record for the sale), an (unnamed) senior representative of Premium Mortgage Corporation (who issued the new mortgage on the property) and (unnamed) representatives of Stewart Title Insurance Company (all BCC'd).

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702376

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111139

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:36 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 20

4 Chambord Dive -Stewart abstract number 81208881

From: Joseph Interlichia (joseph.interlichia@stewart.com)
 To: jrcaputo@yahoo.com
 Cc: robert.corwin@stewart.com; mark.reesor@stewart.com
 Date: Monday, August 29, 2022 at 09:59 AM EDT

Mr. Caputo – Your recent inquiry was forwarded to me by our abstracting division. After reviewing the information provided in this matter I found that the seller’s attorney, Mr. Cheney, ordered an abstract redate from Stewart Title on May 3, 2022. The redated abstract of title correctly set out your mechanic’s lien. Stewart Title did not provide title insurance coverage for the purchasers or their lender at the time of closing.

It appears that title insurance coverage was provided by ABAR Abstract Corporation. That title insurance would have been based on a review of Stewart’s redated abstract of title by ABAR. Attached for your reference is Schedule A (Legal Description) from the recorded mortgage which references AAC (ABAR Abstract Corporation) in its title number.

Your inquiries regarding your lien, clearance of title and/or any title insurance claim needs to be directed to ABAR Abstract Corporation.

Joseph G. Interlichia, Esq.
Underwriter Direct Operations/

Title Insurance Supervisor, Rochester NY

Stewart Title Insurance Company

47 West Main Street
 Rochester, New York 14614
 D (585) 666-5513 | F (585) 232-4984

Stewart.com/upstateny | Joseph.Interlichia@Stewart.com



NYSE: STC



Title No. AAC-12566-NY-TP

SCHEDULE A – LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mendon, County of Monroe and State of New York, being more particularly bounded and described as Lot 7 of the Loire Valley Estates Subdivision, Section 2 as the same is shown on a map filed in the Monroe County Clerk's Office in Liber 229 of Maps, page 26.

Said lot is of the dimensions as shown on said map.

Premises: 4 Chambord Drive, Mendon, NY 14506
Tax Account No.: Sec: 216.04 Blk: 1 Lot: 43

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which bylaw constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702377

Book Page CIVIL

No. Pages: 17

Instrument: EXHIBIT(S)

Control #: 202401111140

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:38 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 21

Recording requested by:

B# 2022-1571

Control # 20220121012

When recorded, mail to:

RECORDED
Time: _____

JAN 18 2023

Monroe County Clerk's Office

EXTENSION OF MECHANICS LIEN FOR ACCOUNT OF PRIVATE IMPROVEMENT

TO THE CLERK OF THE COUNTY OF **MONROE**, STATE OF NEW YORK, AND TO ALL OTHER WHOM IT MAY CONCERN

| LIENOR | PROPERTY OWNER |
|---|---|
| James R. Caputo dba, House Surgeon Renovations (formerly House Surgeon Home Service) 6499 East Seneca Turnpike Box 433 Jamesville, New York 13078 Company is a: <u>Subcontractor</u> | Owen Billet and Nathan Holt 4 Chambord Drive Mendon, NY 14506 _____ (Former Owner Lien filed against) Houle Sales Consulting, Inc (Robert T. Houle) 1108 Cheese Factory Road Honeoye Falls, New York 14472 |

LIENOR furnished labor and or materials in the improvement and/or construction of real property described as follows (the **PROPERTY**):

State of New York

County of **Monroe**.

Legal Property Description:

4 Chambord Drive, Mendon, NY 14506 in the County of Monroe, State of New York, more specifically known and legally described as:

Municipality (SWIS Code): Mendon: (263689) Parcel ID: 216.04-1-43

Is this property, or will this property be, a single-family residence? [] Yes, [] No

Amount of Lien: \$25,000 (plus contracted interest)


Lien Extended:

- Copy of lien and County Clerk Record attached as Exhibit A
- Copy of final invoice attached as Exhibit B
- Copy of NYS Supreme Court – Monroe County Lien ruling is attached as Exhibit C.

Originally Filed On: January 19, 2022

Date First Extension Filed (if any): January 18, 2023 (today)

NOTICE IS HEREBY GIVEN that LIENOR, undersigned, hereby extends, continues, and redockets for one (1) year from the date of the filing of this Extension, the above-identified Lien Extended. A copy of the Lien Extended is attached thereto.



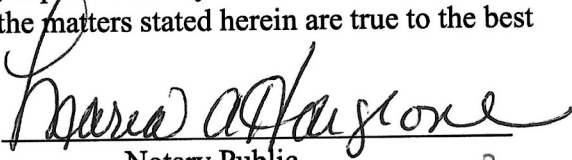
 James R. Caputo, dba House Surgeon Renovations
 (formerly operating as House Surgeon Home Service)
 6499 East Seneca Turnpike
 Box 433
 Jamesville, New York 13078

1/18/2023

 Date

STATE OF NEW YORK, COUNTY OF MONROE, ss:

On this 18 day of JANUARY, 2023, before me personally appeared James R. Caputo, to me known to be the person described in and who executed the foregoing Affidavit, and, being first duly sworn on oath according to law, deposes and says that he has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.



 Notary Public
NEW YORK NOTARY PUBLIC

 Title (and Rank)

My commission expires 04-16-2024

Document Prepared By:
 James R. Caputo
 6499 East Seneca Turnpike Box 433
 Jamesville, New York 13078

MARIA HARGROVE
 Notary Public, State of New York
 Qualified in Monroe County
 Reg. No. 01HO6256997
 My Commission Expires 4/16/2024

RECORDED
Time: _____

JAN 18 2023

Monroe County Clerk's Office

Exhibit A


Made several structural modifications and reconfigurations to improve functionality and use of space, including areas involving the first-floor mudroom-bathroom-laundry-bedroom area, and the master bathroom. Installed a new layer of sub-floor to the entire first floor. Built structural joist supports to multiple areas under first floor to correct for deficiencies.

Performed other renovation work including but not limited to replacing entire sub-floor in master bath after re-substantiating the joist supports around the toilet and then installing Hardie-board overtop. Custom framing for master bath, first floor bath and laundry room. Some electrical work required for the areas in which work was being done. The charges are specifically identified in Attachment A. Detailed description of all work completed is identified in the signed contract and the work addendum invoiced upon completion found in Attachment B.

C

-To Lienor's knowledge and belief, Robert T. Houle (President of Houle Sales Consulting, Inc) is the fee simple owner of the real property this claim is against.

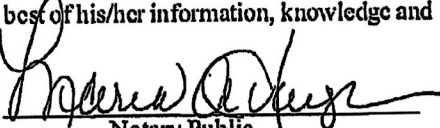
-The Claimant's original contract amount, plus additional work and charges, totals \$33,200.00. To date the Claimant has received payment in the total amount of \$8,200.00, leaving a remaining balance of \$25,000.00. Claimant hereby declares that there is now due the balance of \$25,000.00, which respondent neglects and refuses to pay despite requests and demands for payment. For this reason, Claimant is entitled to and therefore claims a construction lien upon the property described herein and the improvements located thereon in the amount of \$25,000.00, along with interest on the maturity of the debt as allowable according to Statute in such cases made and provided.


James R. Caputo, dba House Surgeon Renovations
(formerly operating as House Surgeon Home Service)
6499 East Seneca Turnpike
Box 433
Jamesville, New York 13078

1/21/2022
Date

STATE OF NEW YORK, COUNTY OF MONROE, ss:

On this 21 day of January 2022, before me personally appeared James R. Caputo, to me known to be the person described in and who executed the forgoing Affidavit, and, being first duly sworn on oath according to law, deposes and says that he has read the forgoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.


Notary Public
PUBLIC NOTARY
Title (and Rank)

My commission expires 04-16-2024

Document Prepared By:
James R. Caputo
6499 East Seneca Turnpike Box 433
Jamesville, New York 13078

MARIA HARGROVE
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01HO6256997
My Commission Expires 4/16/2024

Attachment A

C

ITEMIZATION OF SERVICES AND/OR MATERIALS

| <u>Items</u> | <u>Charge</u> |
|--|---------------|
| Plumbing System Removal and Installation | \$8,500 |
| Framing Repair and Modification | \$11,000 |
| Additional Renovation Work | \$8,700 |
| Untenable conditions surcharge; Use of Equipment | \$5,000 |

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 2966603

Book Page

No. Pages: 4

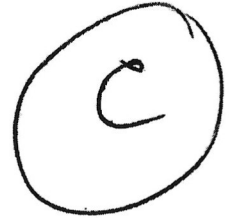
Instrument: MECHANICS LIEN

Control #: 202201211012

Ref #: B2022001571

Date: 01/21/2022

Time: 3:35:17 PM



Return To:

HOULE, ROBERT T

CAPUTO, JAMES R
HOUSE SURGEON RENOVATIONS,
HOUSE SURGEON HOME SERVICE,

County Fee Lien Filed \$15.00

Total Fees Paid: \$15.00

Employee: JI

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit B

***House Surgeon Renovations†***

6499 East Seneca Turnpike
Box 433
Jamesville, New York 13078
(315) 382-8778

Customer: Houle Sales Consulting – Robert Houle, Pres.
Address: P.O. Box 86
City/Zip: Mendon, NY 14506
Phone: (585) 260-6460
Date: January 15, 2022
Email: robertthoule@aol.com

Final Work Invoice

Work Location: 4 Chambord Drive Mendon, N.Y. 14506

Work Completion Date: November 16, 2021

August 3, 2021 Contract:

Total Charges: \$19,500

Amount Paid to date: \$8,000

Balance Due: \$11,550 *

*Work completed on November 16, 2021. Per contract, balance becomes immediately due if the time from completion of work to payment exceeds 90 days, with day 91 being February 15, 2022. A 9% interest penalty (compounded daily) will be assessed for any unpaid balance after this date. (\$50 additional (bank) fees)

Description of Additional Work NOT covered by Contract:

1. ~~Construction and installation of Triple 2x12 support beam in basement with three jack posts anchored to the concrete basement floor.**~~
2. ~~Construction of structural header and framing support for first floor joists adjacent to the two rear-facing basement windows. **~~
3. ~~Installation of two additional anchored jack posts for other joist support. **~~
4. Replacing fixtures for basement lights and rewiring new line into main breaker box.
5. Installation of new switch box for hot water heater onto new furnace.
6. Installation of ceiling fan boxes for three bedrooms and light boxes first floor shower and laundry room.
7. Framing first floor bath and master bath showers to manufacturer's specs for respective shower pans.
8. Installation of custom built-in dryer vent for first floor laundry.
9. Installation of three new pre-hung doors on first floor (laundry, bath, bedroom).
10. Framing in and Installation of pocket door kit for master closet.
11. Removed and replaced master bath subfloor, with extensive reinforcement of joists under toilet.
12. Installation of hardie-board to master bath floor – thinset and screwed.
13. Installation of additional water lines for second shower control valve in master shower.
14. Installation of second shower control valve in master shower.
15. Patched/filled multiple defects/depressions from knots in the 3/8" plywood top layer across 2nd floor.

**It was agreed that these three line items, (though completed), would be zeroed out as an equitable exchange for line items 19 and 20 (under "Framing Repair" of the August 3, 2021 contract for this same property) not having been completed due to a "no decision" on said items per homeowner by the time all other work had been completed.

Charges Due: \$8,700

Additional Charges:

1. Personal use and allowing other workers the use of HSR tools and equipment without permission after being asked to get your/their own. (ladders, lights)
2. Several-hour exposure to the urine soaked Depends® undergarment that was (seemingly purposely) placed up on top of the block foundation in the basement in order to contaminate and toxify the air from within the joist space right where I was working on November 11, 2021. After eventually being found, removed and dropped on the floor far across the basement, *both* Jeff (the homeless guy living in the house) *and* Bob (the homeowner, who saw fit to also clean it up) just so happened to mosey down to the basement that very day and come across this urine soaked, horribly smelling item and did not once ask me where such a disgusting thing would come from. Pictures were taken and logged. NONE of this is normal for anyone, unless there was foreknowledge and a known purpose for such a revolting thing to have occurred. I don't even care to know why. Nonetheless, there is a cost for being subjected to such folly.
3. Exposure and subjection to the (passive) attempt on my life multiple times by "someone" with access to that house having flipped the three separate 30 amp breakers to the ON position for the high voltage electrical wires that were disconnected and dangling in the basement with the ends exposed in the very area in which I was working – not once, not twice, not even three times, but FOUR separate times – the last time being November 2, 2021 as I was working right next to a disconnected 220v line hanging on a nail on the wall, adjacent to the main plumbing drain line that was being finished with the live ends of the wire sticking outward where one could easily back into them inadvertently. Knowing what I had already experienced three previous times, and seeing just how close these bare wires were to where I was working, I had occasion on this day to grab the wire and toss it on the ground to affirm that it was indeed STILL dead (from the LAST TIME I had switched the breakers OFF), only to see a huge spark upon hitting the floor. And this was not the ONLY 30amp breaker that was flipped to the ON position on this same day. This was NO accident with the subsequent urine soaked Depends on the 11th being the last straw.

Charges Due: \$5,000

Current Charges (due immediately): \$13, 700

Contractual Charges (due February 15, 2022): \$11,550

Total Charges Due: \$25, 250

† previously operating as House Surgeon Home Service

Exhibit C

At a Term of the Supreme Court, in
and for the County of Monroe, Hall
of Justice, Rochester, New York.

PRESENT: HON. SAM L. VALLERIANI
Supreme Court Justice

SUPREME COURT
STATE OF NEW YORK MONROE COUNTY

ROBERT HOULE,
Plaintiff,

DECISION

-vs-

INDEX No.: 2022-920

JAMES CAPUTO,
Defendant.

APPEARANCES:

Attorney for Petitioner: *Robert Houle, Pro Se*
P.O. Box 86
Mendon, NY 14506

Attorney for Respondent: *James Caputo, M.D. Pro Se*
6499 East Seneca Turnpike, Box 433
Jamesville, New York 13078

Sam L. Valleriani, J.

Petitioner filed an order to show cause signed on March 22, 2022 praying for an order dismissing a mechanic's lien on a property known as 4 Chambord Drive, Mendon, New York. Specifically, petitioner requested an order compelling respondent to withdraw his mechanic's lien, limiting any claim, declaring the lien void and dismissed with prejudice, sanctions for frivolous conduct, damages for emotional distress and reimbursement for legal fees and filing fees.

Respondent opposed the order to show cause by filing his own order to show cause titled an answer and "cross motion." The court advised respondent that due to deficiencies, the order

to show cause in opposition would not be signed,. Petitioner then requested that the court not consider respondent's opposition. The court advised both parties that respondent was not required to file a "cross motion" as he was not seeking any affirmative relief. The court advised that if the petition was denied the lien would remain, thus a cross motion was not necessary or required. Respondent provided the actual contract between the parties which was admittedly not provided with petitioner's order to show cause (*see* petitioner's reply affidavit dated April 22, 2022 ¶ 1).

Initially, since the parties have both cast aspersions and raised non-relevant material, the court reminds the parties that although they may be self represented, civility is required, and the parties on any future applications should focus of the relevant facts. Notably, the court through two emails urged both parties to seek, at minimum, a consultation with counsel.

Petitioner has basically raised three categories for vacatur or dismissal of the mechanic's lien: improper party; lien overstated; and that since the agreement contained a change order clause, respondent was only entitled to payment in the contracted amount, despite other work being completed.

Service

Although petitioner did not raise proper service as a basis to vacate the lien, the court will address that issue so another application is not submitted challenging service. Lien Law § 11 provides the required procedure for service of a mechanic's lien (*see* Lien Law § 11).

Respondent did not comply with CPLR § 2103(a) as a party is not authorized to serve their own process (*see* CPLR § 2103; *Miller v. Bank of New York*, 226 AD2d 507 [2d Dept 1996]).

However petitioner has waived any service deficiencies by appearing and failing to raise such jurisdictional issues on this application (*see GMAC v Coombs*, 191 AD3d 37 [2d Dept 2020]).

Respondent has timely filed the affidavit of service (see *Hui's Realty v Transcontinental Construction Services, LTD*, 168 AD2d 302 [1st Dept 1990]; Lien Law § 11; Caputo Ex. E).

Proper Party

Petitioner asserts that the lien must be dismissed since respondent named an improper party as the property is owned by Houle Sales Consulting, Inc. and not Robert Houle individually. The lien lists both Houle Sales Consulting, Inc. (President, Robert T. Houle) and Robert T. Houle. Regardless, Lien Law § 9 provides that the lien shall state:

“7. The property subject to the lien, with a description thereof sufficient for identification; and if in a city or village, its location by street and number, if known; whether the property subject to the lien is real property improved or to be improved with a single family dwelling or not. A failure to state the name of the true owner or contractor, or a misdescription of the true owner, shall not affect the validity of the lien. ...” (See Lien Law § 9 [emphasis added]).

Petitioner's contention that an improper party is named does not result in vacatur or dismissal of the lien.

Lien Exaggeration/Work Outside the Contract

Petitioner admits that he owes respondent money including interest at 9% , but claims that respondent has requested payments for additional work allegedly completed but outside the contract terms (petitioner's reply affidavit dated April 22, 2022 ¶¶ 11,12). The value of the alleged work is also disputed. Petitioner submits that the contract provides “any additional changes or additions to the work detailed in this contract will result in a written change order and will likely become an extra charge over and above this work order, payable immediately” (affidavit of respondent Ex. A, contract). Even assuming arguendo, that the contract language

constitutes a no oral modification clause or written change order clause, it appears from the current submissions that there was a mutual departure from the written agreement whereby respondent did additional work resulting in additional charges (*see Scalamandre & Sons, Inc. V FC 80 Dekalb Assoc., LLC.*, 129 AD3d 807 [2d Dept 2015]; *Austin v Barber*, 227 AD2d 826 [3rd Dept 1996]). Petitioner has failed to establish as a matter of law that respondent did not complete the work or that there was a willful exaggeration of the lien (*see Minelli Construction v Arben Corp*, 1 AD3d 580 [2d Dept 2003]).

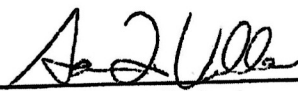
Accordingly, petitioner's application to dismiss the lien and for sanctions is denied. If the parties can not resolve the matter, and petitioner wishes to sell the property, he may file a sufficient bond or undertaking pursuant to Lien Law § 19.

The court has considered petitioner's order to show cause signed March 22, 2022 with attach affidavit dated March 22, 2022, respondent's affidavit in opposition dated April 14, 2022 and petitioner's reply dated April 22, 2022, all with attached exhibits. Accordingly, it is

NOW, hereby

ORDERED, that petitioner's order to show cause to vacate the lien and for sanctions is denied and dismissed.

Dated: 5/2/22



Hon. Sam L. Valleriani
Supreme Court Justice

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702378

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202401111141

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:39 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

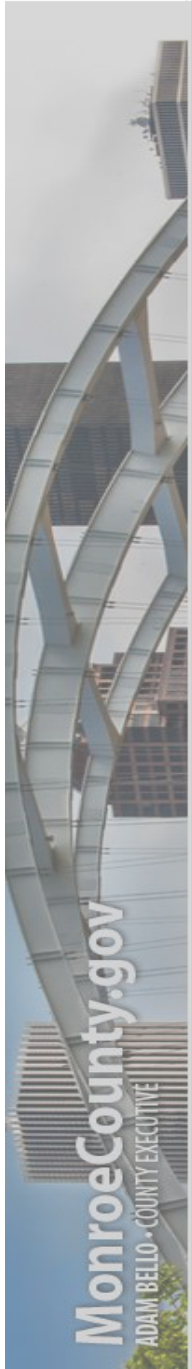
MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 22



Search Results Verified: 07/11/2022

Search Criteria: Search Type: Name/Address Index; City: MENDON - 263689 ... All Criteria

Displaying 1-6 of 6 Items

✓ - Verified Documents ✗ - Unverified Documents

Quick View Add Selected to Queue Print Results Back to Criteria

| <input checked="" type="checkbox"/> | Control # | Name | Other Name | Book/Page | Doc Type | Address | Recorded | Reference 1 | Reference 2 |
|-------------------------------------|--------------------------------|-------------------------------|---|--------------------------------|---|------------------|------------|--------------|-------------|
| <input checked="" type="checkbox"/> | 202206290500 | BILLET OWEN HOLT NATHAN | MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC | M_29949 / 0413 | MORTGAGE SINGLE OR TWO FAMILY DWELLING | 4 CHAMBORD DRIVE | 06/29/2022 | MDN007322 | |
| <input checked="" type="checkbox"/> | 202206290499 + | HOUSE SALES CONSULTING INC | BILLET OWEN HOLT NATHAN | D_12683 / 0298 | DEED (\$410,000.00) | 4 CHAMBORD DRIVE | 06/29/2022 | TT0000021576 | |
| <input checked="" type="checkbox"/> | 202204150465 + | HOULE ROBERT | DATES LYNN WALSH | M_29836 / 0172 | MTG NATURAL PERSON SINGLE OR TWO FAMILY DWELLING | 4 CHAMBORD DRIVE | 04/15/2022 | MDN001130 | |
| <input checked="" type="checkbox"/> | 202103171467 + | HOULE SALES CONSULTING INC | GP CAPITAL 1 LLC | M_29095 / 0639 | MORTGAGE OTHER | 4 CHAMBORD DRIVE | 03/17/2021 | MDL031574 | |
| <input checked="" type="checkbox"/> | 202010291017 + | HOULE SALES CONSULTING INC | KENNEDY JOSEPH E | M_28822 / 0490 | MTG NATURAL PERSON SINGLE OR TWO FAMILY DWELLING | 4 CHAMBORD DRIVE | 10/29/2020 | MDL018499 | |
| <input checked="" type="checkbox"/> | 202010291016 + | O'MALLEY SUTORIUS COLLEEN | HOULE SALES CONSULTING INC | D_12414 / 0470 | DEED (\$127,900.00) | 4 CHAMBORD DRIVE | 10/29/2020 | TT0000006775 | |



MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702379

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202401111142

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:41 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 23

House Surgeon Renovations 6499 East Seneca Turnpike Box 433
Jamesville, New York 13078

June 12, 2023

NOTICE OF INTENT TO FORECLOSE

NOTICE TO:

Name: **Owen Billet and Nathan Holt**

Address: **4 Chambord Drive Mendon, New York 14506**

Claimant

Hiring Party

Name: **James R. Caputo/ dba
House Surgeon Renovations**

Name: **Robert T. Houle/ dba
Houle Sales Consulting, Inc**

Address: **6499 East Seneca Tnpk Box 433
Jamesville, NY 13078**

Address: **1108 Cheese Factory Road
Honeoye Falls, NY 14472**

Phone: **(315) 382-8778**

Phone: **(585) 260-6460**

Email: **housesurgeon@yahoo.com**

Email: **robertthoule@aol.com**

Project Address: **4 Chambord Drive Mendon, New York 14506
(Municipality (SWIS Code): Mendon: (263689) Parcel ID: 216.04-1-43)**

NOTICE: The above Claimant was hired to provide extensive labor to your project, located at the address above. As a result of nonpayment, the Claimant filed a mechanic's lien in the amount of \$25,000 (plus interest) on the project property; upheld in Monroe County Supreme Court – Index # 2022-920. As a result of continued nonpayment, the Claimant intends to enforce their lien.

YOU MAY LOSE YOUR PROPERTY OR OTHERWISE BE FORCED TO PAY THE LIEN AMOUNT
PURSUANT TO THE LAWSUIT THAT WILL BE INITIATED AGAINST YOU

In order to avoid the foreclosure/enforcement lawsuit please immediately contact the above-referenced Claimant or the above Hiring Party, if applicable, to arrange for payment of the amount due.

If payment is not received, a lawsuit will be initiated.

Sincerely,

James R. Caputo
Owner/Operator – House Surgeon Renovations

June 12, 2023

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702380

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111143

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:42 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 24

NYSCEF DOC# N0

RECEIVED NYSCEF: 01/11/2024



JAMESVILLE
6499 E SENECA TPKE
JAMESVILLE, NY 13078-9998
(800)275-8777

06/14/2023 11:11 AM

Product Qty Unit Price

First-Class Mail® Letter 1 \$0.63

Mendon, NY 14506
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 06/16/2023

Certified Mail® Tracking #: 70221670000160451057 \$4.15

Return Receipt Tracking #: 9590 9402 7541 2098 1538 96 \$3.35

Total \$8.13

Grand Total: \$8.13

Debit Card Remit \$18.13

Card Name: MasterCard
Account #: XXXXXXXXXXXX7008
Approval #: 444886
Transaction #: 960
Receipt #: 007306
Debit Card Purchase: \$18.13
AID: A0000000042203 Chip
AL: Debit
PIN: Verified

Cash Back -\$10.00

7022 1670 0001 6045 1057

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Mendon, NY 14506 OFFICIAL USE

| | |
|--|--------|
| Certified Mail Fee | \$4.15 |
| Extra Services & Fees (check box, add fee as appropriate) | |
| <input type="checkbox"/> Return Receipt (hardcopy) | \$3.35 |
| <input type="checkbox"/> Return Receipt (electronic) | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$0.00 |
| <input type="checkbox"/> Adult Signature Required | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00 |

| | |
|------------------------|--------|
| Postage | \$0.63 |
| Total Postage and Fees | \$8.13 |

0676
04
Postmark Here
06/14/2023

Sent To Owen Bilet & Nathan Holt
Street and Apt. No., or PO Box No. 4 Chamberland Dr.
City, State, ZIP+4® Mendon NY 14506
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 354185-0396
Receipt #: 840-51200329-2-2957342-2
Clerk: 04

House Surgeon Renovations
6499 East Seneca Turnpike
Box 483
Jamesville, NY 13078



7022 1670 0001 6045 1057



RDC 99



14506

U.S. POSTAGE PAID
FCM LETTER
JAMESVILLE, NY
13078
JUN 14, 23
AMOUNT

\$8.13
R2305K135950-04

7
4/13

LW
LA 6/17

Owen Billet and/or Nathan Holt
4 Chambord Dr
Mendon, Newy

NIXIE 146 CE 1 2207/06/23
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 13078 *0737-00327-14-42
1450639739 R9

CERTIFIED MAIL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Owen Billet and/or Nathan Holt
4 Chambord Drive
Mendon, NY 14506



9590 9402 7541 2098 1538 96

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

2. Article Number (Transfer from covering label)
7022 1670 0001 6045 1057

Restricted Delivery

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702381

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111144

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:44 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 25

House Surgeon Renovations

6499 East Seneca Turnpike Box 433

Jamesville, New York 13078

August 30, 2023

Owen Billet and Nathan Holt
4 Chambord Drive
Mendon, NY 14506

Re: Lien Foreclosure on Parcel ID: 216.04-1-43

Dear Mr's Billet and Holt,

Your attention to this matter is essential and appreciated. Enclosed is a copy of the original letter sent to you in June of 2023 entitled, "NOTICE OF INTENT TO FORECLOSE." Mailed on June 14, 2023 by certified mail, it was returned as undeliverable, despite multiple attempts by the Post Office for the intended recipient to make claim for it. Also enclosed are *copies* of the returned envelope and receipt for said certified mailing. As such, this information is being re-sent, but by a third party, via certified mail and regular first-class mail to you *and* Mr. Houle, and will be affirmed by a notarized affidavit.

Additionally, a Show Cause Order [Case Index #: E2022008181] sits filed with the Monroe County Supreme Court since last fall regarding the sale of the home over and against the Court affirmed Mechanic's Lien that stood in-force on the property at the time of the sale. Upon service of those papers at any time, all five parties named in the Motion would be required to individually respond to the Court as to how this sale was completed outside of the lien. That filing receipt is also attached.

On page 4, Section 4, paragraph 2, of the Mortgage Contract between yourselves and Premium Mortgage Corporation (Loan # - 1220085829), [with copies also attached to this letter], it states that the signer of that contract is responsible for all liens on the property at the time of that sale. Further attached is documentation that the lien has been renewed and currently stands on the property.

At this time, unless payment in full is made, a foreclosure motion will be filed with the Court to rightfully recover these funds, plus interest. Thank you for your time and attention to this very important matter.

Sincerely,

James R. Caputo

cc: Robert T. Houle
1108 Cheese Factory Road
Honeoye Falls, NY 14472

House Surgeon Renovations

6499 East Seneca Turnpike Box 433
Jamesville, New York 13078

June 12, 2023

NOTICE OF INTENT TO FORECLOSE

NOTICE TO:

Name: **Owen Billet and Nathan Holt**

Address: **4 Chambord Drive Mendon, New York 14506**

Claimant

Hiring Party

Name: **James R. Caputo/ dba
House Surgeon Renovations**

Name: **Robert T. Houle/ dba
Houle Sales Consulting, Inc**

Address: **6499 East Seneca Tnpk Box 433
Jamesville, NY 13078**

Address: **1108 Cheese Factory Road
Honeoye Falls, NY 14472**

Phone: **(315) 382-8778**

Phone: **(585) 260-6460**

Email: **housesurgeon@yahoo.com**

Email: **robertthoule@aol.com**

Project Address: **4 Chambord Drive Mendon, New York 14506
(Municipality (SWIS Code): Mendon: (263689) Parcel ID: 216.04-1-43)**

NOTICE: The above Claimant was hired to provide extensive labor to your project, located at the address above. As a result of nonpayment, the Claimant filed a mechanic's lien in the amount of \$25,000 (plus interest) on the project property; upheld in Monroe County Supreme Court – Index # 2022-920. As a result of continued nonpayment, the Claimant intends to enforce their lien.

YOU MAY LOSE YOUR PROPERTY OR OTHERWISE BE FORCED TO PAY THE LIEN AMOUNT
PURSUANT TO THE LAWSUIT THAT WILL BE INITIATED AGAINST YOU

In order to avoid the foreclosure/enforcement lawsuit please immediately contact the above-referenced Claimant or the above Hiring Party, if applicable, to arrange for payment of the amount due.

If payment is not received, a lawsuit will be initiated.

Sincerely,

James R. Caputo
Owner/Operator – House Surgeon Renovations

June 12, 2023

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702382

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202401111145

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:46 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 26

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE**

In the Matter of a

DECISION Index No.: 2022-920

James R. Caputo

**ORDER TO SHOW CAUSE
MECHANIC'S LIEN BREACH
Index No.: E2022008181**

Petitioner,

– vs –

NOTICE OF INTENT TO FORECLOSE

**Nathan Holt
Owen Billet**

AFFIDAVIT OF SERVICE


**Subject Premises:
4 Chambord Drive
Mendon, NY 14506**

Respondents.

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

Yevgeniya Yavrumyan, being duly sworn, deposes and says:

1. That I am not a party to the action, I am over 18 years of age and reside in Dewitt, NY.
2. That on August 31, 2023, I served a NOTICE OF INTENT TO FORCLOSE, which included: copies of the current (and extended) mechanic's lien (with receipt), as well as the previous lien on the subject premises; the final work invoice; the Decision (Index No 2022-920) from Judge Sam L. Valleriani regarding the lien on the subject premises; notification *of* and the filing receipt *for* a pending Show Cause Order regarding the Mechanic's Lien Breach on the subject premises [Index No: E2022008181]; and pertinent pages from the current mortgage agreement for the respondents, upon both Nathan Holt and Owen Billet (Joint Tenants and current owners of premises) *via* certified mail and first class mail at 4 Chambord Drive Mendon, New York 14506.
3. That on August 31, 2023, I served a NOTICE OF INTENT TO FORCLOSE, which included: copies of the current (and extended) mechanic's lien (with receipt), as well as the previous lien on the subject premises; the final work invoice; the Decision (Index No 2022-920) from Judge Sam L. Valleriani regarding the lien on the subject premises; notification *of* and the filing receipt *for* a pending Show Cause Order regarding the Mechanic's Lien Breach on the subject premises [Index No: E2022008181]; and pertinent pages from the current mortgage agreement for the respondents, upon Robert T. Houle (previous owner of premises) *via* certified mail and first class mail at 1108 Cheese Factory Road Honeoye Falls, NY 14472.


Yevgeniya Yavrumyan

Sworn to before me this
31st day of August, 2023

Notary Public



MICHAEL T. DeBOTTIS
Notary Public, State of New York
Qualified in Onondaga County
Reg. No. 01DE0003711
My Commission Expires March 25, 2027

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702383

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202401111146

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:48 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 27

2024 MONROE COUNTY CLERK 01/11/2024 11:39 AM

Index # E2024000703 00703

NYSCEF DOC. NO. 29

RECEIVED NYSCEF: 01/11/2024

HSR
6499 East Seneca Turnpike
Suite 433
Jamesville, NY 13078



Retail



U.S. POSTAGE PAID
FCM LG ENV
SYRACUSE, NY 13214
AUG 31, 2023

\$10.21

RDC 99

R2304N118376-17

↑
11/13
11/18
11/28

WNC

LN
LN 9/2

LEGAL DOCUMENTS ENCLOSED

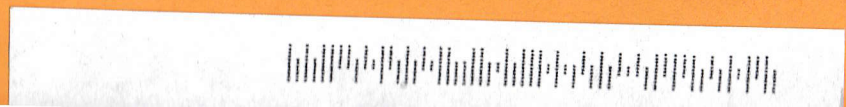
Owen Billet and Nathan Holt
4 Chambord Drive


482 75 1 2210/27/23

RETURN TO SENDER
UNABLE TO FORWARD

281808 0080N300134-01238

RETURN RECEIPT REQUESTED



| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|---|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature</p> <p>X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (<i>Printed Name</i>)</p> <p>C. Date of Delivery</p> |
| <p>1. Article Addressed to:</p> <p>Owen Billet and Nathan Molt 4 Chambord Drive Mendon NY 14506</p> | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> |
|  <p>9590 9402 8180 3030 6452 57</p> | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> |
| <p>2. Article Number (<i>Transfer from service label</i>)</p> <p>9589 0710 5270 0483 2080 37</p> | <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |
| <p>PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt</p> | |

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702384

Book Page CIVIL

No. Pages: 6

Instrument: EXHIBIT(S)

Control #: 202401111147

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:50 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 28

No. 155
Court of Appeals of New York.

Rigano v. Vibar Constr., Inc.

23 N.E.3d 1016 (N.Y. 2014) · 2014 N.Y. Slip Op. 8762 · 24 N.Y.3d 415 · 998 N.Y.S.2d 748
Decided Dec 16, 2014

No. 155.

12-16-2014

In the Matter of Delilah RIGANO, as Administrator of the Estate of Nicholas Rigano, Deceased, Respondent, v. VIBAR CONSTRUCTION, INC., Appellant. (Proceeding No. 1.). In the Matter of Vibar Construction Corp., Appellant, v. Fawn Builders, Inc., et al., Respondents. (Proceeding No. 2.).

Jeffrey Rizzo, Bronx, and Michael F.X. Ryan, Cortlandt Manor (Carl F. Lodes of counsel), for appellant. Deren, Genett & Macreery, P.C., Katonah (John Brian Macreery of counsel), for respondent.

LIPPMAN, Chief Judge.

Jeffrey Rizzo, Bronx, and Michael F.X. Ryan, Cortlandt Manor (Carl F. Lodes of counsel), for appellant.

Deren, Genett & Macreery, P.C., Katonah (John Brian Macreery of counsel), for respondent.

OPINION OF THE COURT

1017 LIPPMAN, Chief Judge.*1017 The issue on this appeal is whether a notice of mechanic's lien can be amended nunc pro tunc to reflect the name of the true owner of the property or whether the

misnomer invalidates the lien. Here, the true owner is the sole shareholder of the listed owner, the conveyance of the property in question from the listed owner to the true owner was not at arm's length, and the public and certainly the true owner

here were on notice that a lien had been placed on the property. The subject notice of lien also provided means for third parties to contact the true owner. And, significantly, the true owner and listed owner consented to the underlying work that allegedly went uncompensated. Under the particular circumstances presented, the misnomer is a misdescription that does not constitute a jurisdictional defect and is curable by amendment.

George Vignogna (the sole shareholder of Vibar Construction Corp.) and Nick Rigano (the sole shareholder of Fawn Builders, Inc.) were business partners for over 35 years before deteriorating business conditions in 2007 led to disputes concerning the construction contract at issue here. Their relationship had consisted of Rigano, through Fawn Builders, Inc., purchasing property and Vignogna, through Vibar Construction Corp., developing the property. The parties would split the profits and rarely reduced their agreements to writing, trusting in their long-term business relationship to help them avoid any conflict. During their last project, Vibar constructed a common driveway to access the Pound Ridge, New York property in question and maintains that Rigano and Fawn Builders failed to compensate it for the construction of the road. The record shows that Rigano consented to construction of the driveway as demonstrated by

the construction and easement agreement the parties signed in 2006 (signed by Rigano individually and for Fawn Builders as president).

Vibar filed a notice of mechanic's lien on the property to recover the cost of constructing the road. The notice provided that Fawn Builders owned the property, when it was actually owned by Rigano, Fawn Builders' sole shareholder and president.

Rigano sought to have the lien discharged on the ground that he, not Fawn Builders, owned the property, asserting a jurisdictional defect that invalidated the lien. Rigano had indeed acquired title to the property when, on February 14, 2007, he, as president of Fawn Builders, transferred the property from Fawn Builders to himself, as an individual. The deed stated that Rigano and Fawn Builders were located at the same address, and Rigano signed the deed as "president" of Fawn Builders.

Vignogna petitioned to amend the notice of lien, arguing that naming Fawn Builders as the owner of the lot was a "misdescription" that did not warrant invalidating the lien. He noted that at all times during the parties' partnership, Rigano owned property in his corporation's name. He also contended that the transaction in which the land was transferred from Fawn Builders to Rigano was not one for consideration, noting that Rigano was the sole beneficial owner of Fawn Builders and signed the deed as president of Fawn Builders, and that there was no indication of any transfer tax having been paid.

After initially holding in favor of Vignogna, and concluding that the notice "substantially complied" with the Lien Law requirements, on reargument and renewal, Supreme Court granted Rigano's petition and discharged the mechanic's lien.

The Appellate Division affirmed, holding that "[w]hile a failure to state the true owner or contractor or a misdescription of the true owner will not affect the validity of a notice of lien, a misidentification of the true owner is a jurisdictional defect which cannot be cured by an amendment nunc pro tunc" (

Matter of Rigano v. Vibar Constr., Inc., 109 A.D.3d 829, 831, 971 N.Y.S.2d 135 [2d Dept.2013] [internal quotation marks and citations omitted]). The Court held that the notice was jurisdictionally defective because it "completely misidentified the true owner of the subject premises," citing its own precedent in *Matter of Tri Quality Mech. Corp. v. Chappastream Corp.*, 138 A.D.2d 610 (2d Dept.1988) and *Tri-State Sol-Aire Corp. v. Lakeville Pace Mech.*, 221 A.D.2d 519, 633 N.Y.S.2d 834 (2d Dept.1995) (*id.*). This Court granted leave to appeal (22 N.Y.3d 857, 981 N.Y.S.2d 367, 4 N.E.3d 379 [2013]).

Article 2 of the Lien Law provides that it "is to be construed liberally to secure the beneficial interests and purposes thereof" (Lien Law § 23), which include "provid[ing] security for laborers and materialmen and ... provid[ing] notice and a degree of certainty to subsequent purchasers" (*Matter of Niagara Venture v. Sicoli & Massaro*, 77 N.Y.2d 175, 181, 565 N.Y.S.2d 449, 566 N.E.2d 648 [1990]). It states that "substantial compliance ... shall be sufficient for the validity of a lien and to give jurisdiction to the courts to enforce the same" (Lien Law § 23) and "[a] failure to state the name of the true owner ... or a misdescription of the true owner, shall not affect the validity of the lien" (Lien Law § 9[7]). The Lien Law also authorizes amendment provided it does not "prejudice ... an existing lienor, mortgagee or purchaser in good faith" (Lien Law § 12-a [2]). Thus, read together, it explicitly provides that it should be construed liberally, states that a misdescription of the true owner shall not invalidate a lien, and allows amendment where a third party would not be prejudiced.

The Court is mindful of the power a lien gives to the holder over another's property, and, because of the potential for abuse, it must be understood that the Lien Law does not sanction amendment without confirmation that the true owner and listed owner are closely related and there was consent to the construction work. In *Gates & Co. v. National Fair & Exposition Assn.* , we emphasized that

“[i]t was not the legislative intent to give a lien upon the property through the filing of any notice describing it; it was intended that such a lien should be acquired as against the title or interest of the person party to or assenting to the agreement under which the work was done” (225 N.Y. 142, 156, 121 N.E. 741 [1919] [emphasis added]).

We conclude that the Lien Law authorizes the type of amendment sought under the specific circumstances here where the defect is plainly a misdescription and not a misidentification.

Even with a defect in the naming of the property owner, Lien Law § 9 “preserve[s] the validity of the lien so far as *1019 the person named as owner and against whom a lien is asked in fact, may have some title or interest” (*Gates*, 225 N.Y. at 156, 121 N.E. 741). The *Gates* court permitted amendment where the true owner purchased most of the property under the lien (*id.* at 155, 121 N.E. 741), and there was “common consent” by the parties as to the construction work (*id.* at 153, 121 N.E. 741). Although the true owner of the property in *Gates*

had changed its name from “Empire City Trotting Club” to “Empire City Racing Association” before purchasing the property, and the lien listed the previous corporate name, amendment was allowed because the two corporations were the same entity (*see id.* at 155, 121 N.E. 741). The Court recognized that the misnomer “ would give to the public substantially the same notice of the lien [on the property] as if the exact name ... had been used, or at least ... would put a person examining the lien docket upon inquiry as to the intent and scope of the lien” (*id.*). The Court simultaneously denied

amendment to another lien where the listed owner was one of many stockholders of the corporate owner (*see id.* at 156, 121 N.E. 741). Whereas the

first was a misdescription, the second was a misidentification, which amounted to a jurisdictional defect invalidating the lien.

The First and Third Departments correctly allow amendment where the listed owner is closely related to the true owner, there was consent to the construction work, and a third party would not be prejudiced. In *PM Contr. Co. v. 32 AA Assoc.* , the First Department permitted amendment where the listed owner was named 32 AA, but the property had been transferred to 32 Sixth, an entity completely controlled by 32 AA, as its sole board member (*see* 4 A.D.3d 198, 199, 772 N.Y.S.2d 269 [1st Dept.2004]). The two companies shared the same address and agent for service of process and no consideration was paid to transfer the property from 32 AA to 32 Sixth (*see id.* at 199–200, 772 N.Y.S.2d 269). Agreeing with Supreme Court that the lien misdescribed the true owner, as opposed to misidentifying it (such as when naming a party with no relationship to the true owner and with no interest in the property), the First Department also reasoned that the “transaction ... was not one at arm's length,” no innocent third-party purchaser was prejudiced by the defect, and “deem[ed] 32 AA and 32 Sixth to be one and the same entity for present purposes” (*id.*).

The Third Department followed the liberal interpretation required by the Lien Law when it allowed amendment in *Matter of Carboline Co. v. Gold* , where the listed owner was a corporation owned by three individuals who, together, owned the property (*see* 94 A.D.2d 921, 463 N.Y.S.2d 341 [3d Dept.1983]). The listed owner also signed the contract for the construction materials, showing clear consent to the work (*see id.*). The court characterized this “misdescription of the true owners” as “the kind of failure which subdivision 7 of section 9 of the Lien Law is intended to protect” by allowing amendment (*id.*).

In contrast, the present, stricter construction contravenes the intent of the statute. Here, the true owner, Rigano, and the listed owner, Fawn Builders, are closely related, as the deed to the property made clear. Rigano and Fawn Builders had the same interest and control over the property in question—Rigano owned 100% of Fawn Builders. Significantly, the transfer of the property was not accomplished in an arm's length transaction—no transfer tax was paid and Rigano merely conveyed the property to himself from his corporation. Further, Rigano had notice of the lien because he shares an address with Fawn Builders.

1020 Naming Fawn Builders *1020 gives, at the very least, inquiry notice to the public that there is a lien on the property, and a correct address to contact the true owner. And Rigano, who appears to have consented to a substantial majority of the work done on the property, signing as an individual and for Fawn Builders as its one and only shareholder, understood that a lien could be placed on the property upon a failure to pay for the work. This notice of lien would not have caught Rigano off guard. Finally, no third-party purchaser was or would be prejudiced by this amendment.

Accordingly, the order of the Appellate Division should be reversed, with costs, and the matters remitted to the Appellate Division for consideration of the other issues raised but not determined on the appeal to that court.

Judges READ, SMITH, PIGOTT, RIVERA and ABDUS-SALAAM concur.

Order reversed, with costs, and matters remitted to the Appellate Division, Second Department, for consideration of issues

raised but not determined on the appeal to that court.

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702385

Book Page CIVIL

No. Pages: 15

Instrument: EXHIBIT(S)

Control #: 202401111148

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:52 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 29

Jamie Romeo, County Clerk

Monroe County Clerk
39 West Main Street
Rochester, NY 14614

Receipt #: 2966603
Transaction #: 8763727
Transaction Date: 01/21/2022 03:35:17 PM
Payment Comment:

Fees for: MECHANICS LIEN \$0.00

| | |
|---|---|
| Instrument #: 202201211012 | HOULE, ROBERT T |
| Ref #: B2022001571 | |
| Recorded: 01/21/2022 03:35:17 PM | CAPUTO, JAMES R |
| County Fee Lien Filed | \$15.00 |
| | HOUSE SURGEON RENOVATIONS, HOUSE SURGEON HOME SERVICE, |

Total Charges for Transaction: \$15.00

Payments Received:

| | |
|-----------------------------|---------|
| Credit Card (h45016) | \$15.00 |
| Change | \$0.00 |

Cashier: JI

MONROE COUNTY CLERK INFO

39 WEST MAIN STREET

ROCHESTER NY 14614

585-428-3389

01/21/2022

17:39:04

DEBIT CARD

DEBIT SALE

Card # XXXXXXXXXXXXX4704

Network: MASTERCARD

Chip Card: US MAESTRO

AID: A0000000042203

SEQ #: 16

Batch #: 7

Trans #: 16

Approval Code: H45016

TRANS ID: MDJ0ZIK590121

Entry Method: Chip Read

Mode: Issuer - PIN Bypassed

SALE AMOUNT \$15.00

THANK YOU

CUSTOMER COPY

Jamie Romeo, County Clerk

Monroe County Clerk
39 West Main Street
Rochester, NY 14614

Receipt #: 2987404
Transaction #: 8786879
Transaction Date: 02/14/2022 11:25:49 AM
Payment Comment:

Fees for: AFFIDAVIT FOR MECHANICS LIEN FILED \$0.00

Instrument #: 202202140384 CAPUTO, JAMES R
Ref #: B2022001571 HOULE, ROBERT T
Recorded: 02/14/2022 11:25:49 AM
County Fee \$5.00

Total Charges for Transaction: \$5.00

Payments Received:

Credit Card (h03021) \$5.00
Change \$0.00

Cashier: JJ

MONROE COUNTY CLERK INFO
39 WEST MAIN STREET
ROCHESTER NY 14614
585-428-3389

02/14/2022

13:29:42

DEBIT CARD

DEBIT SALE

Card # XXXXXXXXXXXXX4704
Network: MASTERCARD
Chip Card: US MAESTRO
AID: A0000000042203
SEQ #: 3
Batch #: 4
Trans #: 3
Approval Code: H03021
TRANS ID: MDJEPLVDG0214
Entry Method: Chip Read
Mode: Issuer - PIN Bypassed

SALE AMOUNT \$5.00

THANK YOU

CUSTOMER COPY

| | | | | | |
|--------|--|-----------------------------------|------------|----------|----------|
| | | | | | \$39.37 |
| | | Surfco 03373628 Syracuse Ny Usa | Debit Card | -\$23.00 | |
| Feb 16 | | Speechway 06982 Syracuse Ny Usa | Debit Card | -\$22.00 | \$62.37 |
| | | Fedex Office 5800 Syracuse Ny Usa | Debit Card | -\$47.52 | \$84.37 |
| Feb 15 | | Monroe County C Rochester Ny Usa | Debit Card | -\$5.00 | \$131.87 |
| Feb 14 | | | | | |
| Feb 11 | | | | | |

Jamie Romeo, County Clerk

Monroe County Clerk
39 West Main Street
Rochester, NY 14614

Receipt #: 3049444
Transaction #: 8854501
Index #: 12022000920
Transaction Date: 04/14/2022 12:59:28 PM
Payment Comment:

Fees for: NOTICE OF MOTION OR CROSS MOTION \$0.00

Instrument #: 202204140862 CAPUTO, JAMES
Recorded: 04/14/2022 12:59:28 PM
Motion Filing Fee \$45.00 HOULE, ROBERT

Total Charges for Transaction: \$45.00

Payments Received:

Credit Card (016961) \$45.00
Change \$0.00

Cashier: RP

MONROE COUNTY CLERK INFO
39 WEST MAIN STREET
ROCHESTER NY 14614
585-428-3389

04/14/2022 14:06:28

DEBIT CARD

DEBIT SALE

Card # XXXXXXXXXXXXX7008

Network: MASTERCARD

Chip Card: Debit

AID: A0000000042203

SEQ #: 13

Batch #: 8

Trans #: 13

Approval Code: 016961

TRANS ID: MDJI6MC670414

Entry Method: Chip Read

Mode: Issuer - PIN Bypassed

SALE AMOUNT \$45.00

THANK YOU

CUSTOMER COPY

-\$22.00

Debit Card

Sunoco 00423061 Clifton Sprin Ny Usa

-\$6.00

Sen Chg

Regional Atm Withdrawal Fee

-\$0.67

Auto Deduct

Direct Withdrawal, Expressrebill Rebill_ezp

-\$33.00

Debit Card

Sunoco 03373628 Syracuse Ny Usa

Acr 14

Acr 13

Acr 12

Acr 11

| | | |
|--------------|---|----------|
| Apr 16, 2022 | ALLPRO PARKING ROCHESTER ROCHESTER, NY, USA | -\$3.00 |
| Apr 16, 2022 | CITY OF ROCHESTER PARK METER ROCHESTER, NY, USA | -\$4.00 |
| Apr 15, 2022 | MONROE COUNTY CLERK IN ROCHESTER, NY, USA | -\$45.00 |

Acr29

Exxonmobil 9 Syracuse Ny Lisa

Debit Card

-\$93.00

\$188.28

Acr27

Acr25

Acr22

Acr21

Jamie Romeo, County Clerk

Monroe County Clerk
39 West Main Street
Rochester, NY 14614

Received From:

Receipt #: 3163443
Transaction #: 8981386
Transaction Date: 08/11/2022 09:55:39 AM
Order Type: Copies / Fax
Payment Comment:

| Transaction Fees: | |
|-----------------------------|---------|
| Certified Document Copy Fee | \$30.00 |

| | |
|---------------------------------------|---------|
| Total Charges for Transaction: | \$30.00 |
|---------------------------------------|---------|

| Payments Received: | |
|----------------------|---------|
| Credit Card (H88526) | \$30.00 |
| Change | \$0.00 |

Cashier: EW

MONROE COUNTY CLERK CSI.
39 WEST MAIN STREET
ROCHESTER, NY 14614
585-753-1647

08/11/2022

10:46:13

DEBIT CARD

DEBIT SALE

Card # XXXXXXXXXXXXX4704

Network: MASTERCARD

Chip Card: US MAESTRO

AID: A0000000042203

ATC: 016B

TC: ED9268C81C3FC2AC

SEQ #: 1

Batch #: 4

Trans #: 1

Approval Code: H88526

TRANS ID: MDJIPMUJR0811

Entry Method: Chip Read

Mode: Issuer - PIN Bypassed

SALE AMOUNT

\$30.00

THANK YOU

CUSTOMER COPY

SPEEDWAY 0000000
Syracuse NY 13214
TRAN#: 1875236
8/11/2022 8:40 PM

Pump 13
Regular Unleaded
9.730 @ \$4.419/GAL
GAS TOTAL \$43.00
WORKS \$12.00
Discounts:
\$0.10/GAL HD-Express
\$0.03/GAL SpdyRwds

TAX \$0.96
TOTAL \$55.96

* Code 90828 *

VALID FOR 180 DAYS
THIS LOCATION ONLY
Master Card
Card Num :
XXXXXXXXXXXX4704
TERM: 0050009906001
TRANS TYPE: CAPTURE
APPR#: H93991
ENTRY METHOD: chip
Card

USD\$ 55.96

Debit
AID: A0000000042203

08/11/2022 20:38:16

PIN Bypassed

Cardholder agrees to
pay to issuer total
charges per the
agreement between
cardholder & issuer.

Speedy Rewards
Points Earned: 337
New Balance: 14210

Now Hiring!
Apply at
Speedway.com/careers
or text Speedway
to 25000
www.speedway.com

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3702387

Book Page CIVIL

No. Pages: 5

Instrument: EXHIBIT(S)

Control #: 202401111151

Index #: E2024000703

Date: 01/11/2024

Time: 3:05:54 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Exhibit 30

All Accounts

Key Smart Checking® - 0400

\$168.00

Available Balance

My Upcoming Activities for this Account

There are no scheduled payments or transfers

| Date | Description | Amount | Transaction Balance |
|--------|------------------------------|----------|---------------------|
| Aug 02 | Tier 2 Overdraft Item Charge | -\$38.50 | -\$122.34 |
| Apr 15 | Tier 2 Overdraft Item Charge | -\$38.50 | -\$234.89 |
| | Tier 2 Returned Item Charge | -\$38.50 | -\$196.39 |
| Apr 14 | Tier 2 Overdraft Item Charge | -\$38.50 | -\$129.89 |
| | Tier 2 Overdraft Item Charge | -\$38.50 | -\$91.39 |
| Jan 31 | Tier 2 Overdraft Item Charge | -\$38.50 | -\$42.57 |



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Business Banking Statement
April 30, 2022
page 1 of 3

320621002379

31 T 69 00000 R EM AO
JAMES R CAPUTO
DBA HOUSE
SURGEON RENOVAT
IONS
4278 LAFAYETTE ROAD
JAMESVILLE NY 13078-9764

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

*Enroll in Online Banking today at Key.com.
Access your available accounts, transfer funds and view your transactions right from your PC.*

KeyNotes

Your account was overdrawn this period. Enjoy the peace of mind that overdraft protection offers by calling 1-800-KEY2YOU (1-800-539-2968), Key Business Resource Center for more information on all of KeyBank's overdraft protection services.

Change in Terms for accounts opened between 11/1/2021 and 1/17/2022: Small Business Debit Card and Electronic Funds Transfer Services Agreement and Disclosures

At KeyBank, we want to be sure that you are aware of any changes to your Small Business Debit Card and Electronic Funds Transfer Services Agreement and Disclosures.

For accounts opened between 11/1/2021 and 1/17/2022, your Agreement for Small Business Debit Card and Electronic Funds Transfer Services will be updated effective 5/1/2022 and this Account will no longer receive provisional credit for a disputed transaction(s). However, you will not be responsible for unauthorized transactions when you safeguard your Card from risk of loss or theft and promptly report any loss or theft once discovered. For accounts opened prior to 11/1/2021 or after 1/17/2022, this change in terms is already in place.

Please retain this information with your Account opening Agreement and Disclosure documents.

Key Business Reward Checking 320621002379
JAMES R CAPUTO
DBA HOUSE
SURGEON RENOVAT

| | |
|-------------------------------|-----------------|
| Beginning balance 3-31-22 | \$23.98 |
| 5 Additions | +656.40 |
| 7 Subtractions | -382.87 |
| Net fees and charges | -143.00 |
| Ending balance 4-30-22 | \$154.51 |

Business Banking Statement
April 30, 2022
 page 2 of 3

320621002379

Additions

| Deposits | Date | Serial # | Source | | |
|------------------------|------|----------|--------------------------------------|------|-----------------|
| | 4-7 | | Internet Trf Fr DDA 0000328607570400 | 3290 | \$75.00 |
| | 4-12 | | Internet Trf Fr DDA 0000328607570400 | 3290 | 150.00 |
| | 4-18 | | Internet Trf Fr DDA 0000328607570400 | 3290 | 45.00 |
| | 4-19 | | Internet Trf Fr DDA 0000328607570400 | 3290 | 136.40 |
| | 4-19 | | Deposit Branch 0953 New York | | 250.00 |
| Total additions | | | | | \$656.40 |

Subtractions

| Withdrawals | Date | Serial # | Location | | |
|---------------------------|------|----------|--|--|-----------------|
| | 4-4 | | Key Merchant Svdsdiscount 896237387882 | | \$25.45 |
| | 4-11 | | Geico *Auto 800-841-3000 Dc USA | | 155.93 |
| | 4-18 | | Sunoco 03373628 Syracuse NY USA | | 15.00 |
| | 4-19 | | Sunoco 07838618 Dewitt NY USA | | 29.50 |
| | 4-19 | | POS Mac Lowe'S #2380 1 Syracuse NY | | 30.24 |
| | 4-19 | | POS Mac Lowe'S #2380 1 Syracuse NY | | 19.92 |
| | 4-21 | | Berkshire Hatha 8444720967 PA USA | | 106.83 |
| Total subtractions | | | | | \$382.87 |

Fees and charges

| Date | | Quantity | Unit Charge | |
|--|------------------------------|----------|-------------|------------------|
| 4-4-22 | Overdraft Item Charge | 1 | 33.00 | -\$33.00 |
| 4-11-22 | Overdraft Item Charge | 1 | 33.00 | -33.00 |
| 4-18-22 | Tier 2 Overdraft Item Charge | 1 | 38.50 | -38.50 |
| 4-19-22 | Tier 2 Overdraft Item Charge | 1 | 38.50 | -38.50 |
| Fees and charges assessed this period | | | | -\$143.00 |