

Exhibit A



U.S. FEDERAL HOUSING FHFA

Constitution Center
400 7th Street, S.W.
Washington, D.C. 20219
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April 14, 2025

The Honorable Pamela J. Bondi
The Honorable Todd Blanche
Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

RE: *CRIMINAL REFERRAL*

Dear Attorney General Bondi and Deputy Attorney General Todd Blanche:

Pursuant to my authority as Director of the U.S. Federal Housing Finance Agency (“U.S. Federal Housing” or “FHFA”), I am referring the matter below. As regulator of Fannie Mae, Freddie Mac, and the Federal Home Loan Banks, we take very seriously allegations of mortgage fraud or other criminal activity. Such misconduct jeopardizes the safety and soundness of FHFA’s regulated entities and the security and stability of the U.S. mortgage market.

In the course of exercising U.S. Federal Housing’s authorities under the Federal Housing Enterprises Financial Safety and Soundness Act of 1992, U.S. Federal Housing has identified matters that are appropriate for referral to the U.S. Department of Justice for consideration of criminal prosecution.

Based on media reports, Ms. Letitia James has, in multiple instances, falsified bank documents and property records to acquire government backed assistance and loans and more favorable loan terms. This has potentially included 1) falsifying residence status for a Norfolk, Virginia-based home in order to secure a lower mortgage rate and 2) misrepresenting property descriptions to meet stringent requirements for government backed loans and government assistance.

Background:

■ *Sterling Street, Norfolk, VA 23505*

On August 17, 2023, Ms. James granted Ms. Shamice Thompson-Hairston power of attorney to make a Virginia property her “principal residence.” **See Exhibit A.** And on August 30 and 31, 2023, through her attorney, Ms. James purchased this property in Norfolk, VA. In a Fannie Mae/Freddie Mac Form 3047 and in mortgage documents, she reaffirmed this would be her primary residence, despite being a statewide public office holder in the state of New York at that same time and primarily residing in the state of New York. **See Exhibit B.**

In fact, a building permit issued on her New York property on July 15, 2024 lists her New York property as the “JAMES RESIDENCE” and states “Remain Occupied”:

26 Owner's Information

Name: LETITIA JAMES
 Relationship to Owner: SELF
 Business Name: JAMES RESIDENCE
 Business Address:
 E-Mail:
 Non Profit: Yes No

Business Phone:
 Business Fax:
 Owner Type: INDIVIDUAL

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owner's Certification Regarding Occupied Housing (Remain Occupied)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owner's Certification Regarding Occupied Housing (Rent Control / Stabilization)
<input type="checkbox"/>	<input type="checkbox"/>	Owner DHCR Notification
<input type="checkbox"/>	<input type="checkbox"/>	Owner's Certification for Adult Establishment
<input type="checkbox"/>	<input type="checkbox"/>	Owner's Certification for Directive 14 (if applicable)

Primary residence mortgages receive more favorable loan terms, including lower interest rates, than secondary residence mortgages. Lenders view secondary residence mortgages as significantly riskier, as a borrower is more likely to continue paying off a primary residence mortgage during any financial hardship. Interest rates on secondary residence mortgages are typically between 0.25-0.50% higher than their primary residence counterparts; however, this gap can widen depending on the lender. At the time of the 2023 Norfolk, VA property purchase and mortgage, Ms. James was the sitting Attorney General of New York and is required by law to have her primary residence in the state of New York—even though her mortgage applications list her intent to have the Norfolk, VA property as her primary home. It appears Ms. James’ property and mortgage-related misrepresentations may have continued to her recent 2023 Norfolk, VA property purchase in order to secure a lower interest rate and more favorable loan terms.

█ Lafayette Avenue, Brooklyn, NY 11238

A January 26, 2001 certificate of occupancy lists this property as having five units. **See Exhibit C.** On February 14, 2001, Ms. Letitia James purchased this five-family dwelling. Ms. James secured a conforming loan through the Fannie Mae/Freddie Mac Form 3033. Conforming loans are only available on 4 unit or less structures. Spanning the last two decades, Ms. James has consistently misrepresented the same property as only having four units in both building permit applications and numerous mortgage documents and applications. This even includes a 2011 application for the Home Affordable Modification Program (“HAMP”). **See Exhibit D.** And most recently a 2019 mortgage refinancing through a Fannie Mae and Freddie Mac lender. **See Exhibit E.**

Conforming loans, or Fannie Mae and Freddie Mac-backed mortgages, have favorable rates and terms to traditional private market mortgages for the explicit purpose of availability to lower and middle-income borrowers. Conforming single-family loans are subject to a cap of four dwellings per property. A building that exceeds four units must be treated as a multifamily property, and typically has larger down payment requirements and higher interest rates terms—with interest rates being between 0.75-1 percent higher—due to lenders viewing multifamily loans as significantly riskier. Additionally, the government’s Home Assistance Modification Program (“HAMP”) was started in 2008 to provide homeowners at risk of foreclosure with reduced monthly mortgage payments, and recipients had to have properties with four dwellings or less. It appears

that Ms. James may have listed the Brooklyn, NY property as four units instead of five units in order to meet the conforming loan requirements, and thus receive better interest rates. Ms. James also appears to have used this same falsification in order to receive mortgage assistance through HAMP.

Analysis:

Ms. James, for both properties listed above, appears to have falsified records in order to meet certain lending requirements and receive favorable loan terms.

U.S. Federal Housing FHFA believes this and other alleged misconduct could be violations of the criminal code under 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1344 (bank fraud), 18 U.S.C. § 1014 (false statements to a financial institution), and/or other relevant state and federal laws.

For your reference, I have also attached documentation which shows in 1983 that Ms. James and her father signed mortgage documents that stated that they were husband and wife in order to secure a home mortgage. **See Exhibit F.** Then, on May 4, 2000, Ms. James was listed again as “husband and wife” in documents. **See Exhibit G.** While this was a long time ago, it raises serious concerns about the validity of Ms. James representations on mortgage applications.

There are unfortunately too many examples of individuals who commit fraud or mortgage fraud. Just last year, a federal jury convicted Marilyn J. Mosby of Baltimore, Maryland, on the federal charge of making a false mortgage application when she was Baltimore City State’s Attorney, relating to the purchase of her property in Florida. Just last week, after the hard work of our agency’s IG and the DOJ, a St. Louis man plead guilty to fraudulently obtaining home mortgages.

As always, we look forward to cooperating with the Department of Justice to support any actions that the Department of Justice finds appropriate. U.S. Federal Housing FHFA appreciates the Department of Justice’s support in ensuring the protection of American homebuyers and taxpayers from mortgage fraud and other financial misconduct.

Respectfully submitted,

William J. Pulte
Director, U.S. Federal Housing FHFA

EXHIBIT A

SPECIFIC POWER OF ATTORNEY
(Purchase of Real Estate)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **LETTITIA A. JAMES**, does hereby constitute and appoint **SHAMICE THOMPSON-HAIRSTON** of the City of NORFOLK, State of Virginia, as her Attorney-in-Fact for her in her name, place, and stead, to undertake and to do all acts necessary to complete the purchase of the Property known as ██████████ Sterling Street, Norfolk, Virginia 23505.

- (1) Execution of the Deed of Trust in a loan amount not to exceed \$225,000.00
- (2) Execution of Real Estate Settlement Procedures Act Forms;
- (3) Execution of Note, miscellaneous loan closing documents in a loan amount not to exceed \$225,000.00; and
- (4) Execution of Purchase Agreements and Addendums with a sales price not to exceed 250,000.00

I HEREBY DECLARE that I intend to occupy this property as my principal residence.

I HEREBY DECLARE that any act or thing done hereunder, by my said Attorney-in-Fact shall be binding on myself, my heirs, my legal and personal representatives, and assigns only insofar as they are consistent with the powers granted herein.

I HEREBY RATIFY all that my said Attorney-in-Fact shall lawfully do or cause to be done by virtue of these powers.

THIS POWER OF ATTORNEY shall not be affected by the subsequent disability or incompetence of said principal.

THIS POWER OF ATTORNEY CAN BE REVOKED OR TERMINATED ONLY BY A WRITING COMMUNICATED TO AND RECEIVED BY MY ATTORNEY-IN-FACT PRIOR TO MY ATTORNEY-IN-FACT EXERCISING SUCH POWER.

THIS POWER OF ATTORNEY SHALL EXPIRE: August 7, 2024

TAX ID#: ██████████

Prepared by: John M. McCormick (VSB#80676) Return to: TitleQuest of Hampton Roads, LLC
 McCormick Law & Consulting 828 Greenbrier Pkwy, Suite 100
 101 Granby Street, Suite 200 Chesapeake, VA 23320
 Norfolk, VA 23510

IN WITNESS WHEREOF, the said **Letitia A. James** has affixed her signature and seal on this 17th day of August, 2023.

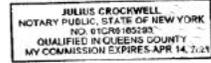
Letitia A. James
Letitia A. James

STATE OF: New York

CITY/COUNTY OF: New York to wit:

The foregoing instrument was acknowledged, subscribed to, and executed before me this 17th day of August, 2023, by Letitia A. James. In addition, Letitia A. James is personally known to me or has produced appropriate identification.

Notary Public: *Julius Crocwell*
My Commission Expires: April 14, 2024
My Registration No.: 0168495293



On the date last above written, declared to us, the undersigned, that the foregoing instrument was her Specific Power of Attorney and requested us to act as witnesses to it. That to the best of our knowledge, Letitia A. James was of eighteen years of age or over, of sound mind, and under no constraint or undue influence. Letitia A. James thereupon signed this Specific Power of Attorney in our presence, all of us being present at the same time. We now, at her request, in her presence and in the presence of each other, subscribe our names as witnesses.

Executed on August 17, 2023 in New York County, NY

We declare under penalty of perjury that the foregoing is true and correct.

[Signature]
[signature] - please print name under this line
SHAMICE LEVIS

[Signature]
[signature] - please print name under this line
SHARONA PARHAMEN

██████████ Parkside Ave
Brooklyn NY 11226
[address]

██████████ Pine Street
Statens Island NY 10391
[address]

EXHIBIT B

When recorded, return to: First American Mortgage Solutions On Behalf of AnnieMac Home Mortgage...

This document was prepared by: Matt Noga, Loan Closer American Neighborhood Mortgage Acceptance Company LLC...

APN #: [REDACTED]

Title Order No.: [REDACTED] AMOUNT OF CONSIDERATION: \$219,780.00 LOAN #: [REDACTED]

DEED OF TRUST

MERS PHONE #: 377

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by SHAMICE THOMPSON-HAIRSTON AND LETITIA A. JAMES,

as Borrower (trustor), to Alexander Title Agency, Incorporated,

as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as beneficiary.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 17.

(A) "Security Instrument" means this document, which is dated August 21, 2023, together with all Riders to this document.

(B) "Borrower" is SHAMICE THOMPSON-HAIRSTON AND LETITIA A. JAMES.

Borrower is the trustor under this Security Instrument.

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(C) "Lender" is American Neighborhood Mortgage Acceptance Company LLC.

Lender is a Limited Liability Company, organized and existing under the laws of Delaware. Lender's address is: 700 East Gate Drive, Suite 400, Mt. Laurel, NJ 08054.

(D) "Trustee" is Alexander Title Agency, Incorporated.

Trustee (whether one or more persons) is a Virginia resident and/or a United States-of-Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is: 5875 Trinity Parkway, Suite 210, Centerville, VA 20120.

(E) "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 the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Pine, NJ 08001-2026, tel. (888) 679-NEEDS.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all taxes due under this Security Instrument, plus escrow.

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as any applicable trust, non-applicable judicial opinions.

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

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic transfer, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term is not limited to point-to-point transfers, same-day wire transfers, machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party in connection with the insured proceeds, as defined in Section 6, 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 (iv) misrepresentation of, or omission as to, the value and/or condition of the Property.

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

(M) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any escrow or postpaid taxes due, or charges for the coverage described in Section 3.

(N) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation promulgated by the Federal Reserve Board (12 CFR Part 1024) and any additional or successor regulation or rule that governs the same subject matter. As used in this Security Instrument, "RESPA" includes all requirements and conditions 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.

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(R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee. (S) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the City of Norfolk, [Type of Recording Jurisdiction]

See Attached Legal Description APN #: [REDACTED]

which currently has the address of [REDACTED] STERLING STREET, NORFOLK, Virginia 23505 [Street] [City/County]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower 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 to exercise any or all of those interests, including, but not limited to, the right to enclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal and interest on the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in

Section 14. Lender may retain any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unpaid amounts. Lender may hold such unpaid amounts until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note in the following order of priority: First, to the payment of the monthly charge by the Secretary of the monthly charge by the Secretary instead of the monthly mortgage insurance premium; Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; Third, to interest due under the Note; Fourth, to the payment of the principal of the Note; and Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not be applied or postpaid taxes due, or charges for the coverage described in Section 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach to liens over this Security Instrument as a lien or encumbrance on the Property; (b) assessed payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums to be paid by Lender to the Secretary of the monthly charge by the Secretary instead of the monthly mortgage insurance premium. These items are called "Escrow Items." At expiration or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender at notice of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender; and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 8. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 8 and pay such amount and Borrower shall then be obligated under Section 8 to reimburse Lender for any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and such revocation, if any, shall be effective as to any such amount at such time as that amount is then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data, and reasonable estimates of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is a trust institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or sending the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless otherwise agreed in a written or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment of the Funds secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender.

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LOAN #:

LOAN #:

one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information necessary in connection with a notice of transfer of servicing. 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 Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21 ("Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, lead, polychlorinated biphenyls, volatile solvents, materials containing asbestos or ferruginous, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

22. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if: (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment; or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(c) of the Garn-St. Germain Depository Institutions Act of 1992, 12 U.S.C. 1701-31c2) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property or a beneficial interest in a trust in all or part of the Property, is sold or otherwise transferred (other than by devise or descent); and (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the HUD Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Section 23. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

24. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or trustee shall give to Borrower, the owner of the Property, and all other persons, notice of sale as required by Applicable Law. Trustee shall give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any other Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The receipts in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessments, with costs and interest if these costs have priority over the lien of this Security Instrument, including the due pro rata thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and (d) the residue of the proceeds shall be paid to Borrower or Borrower's assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

If Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 375f et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recording costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only

LOAN #:

If the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

26. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL ON THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Shamice Thompson-Hairston (Seal) DATE 8/31/23
Shamice Thompson-Hairston as Attorney-in-Fact for Letitia A. James (Seal) DATE 8/31/23
SHAMICE THOMPSON-HAIRSTON, AS ATTORNEY-IN-FACT FOR LETITIA A. JAMES

Commonwealth of VIRGINIA
City/County of NORFOLK

The foregoing instrument was acknowledged before me this AUGUST 31, 2023 (date) by SHAMICE THOMPSON-HAIRSTON AND SHAMICE THOMPSON-HAIRSTON, AS ATTORNEY-IN-FACT FOR LETITIA A. JAMES.

Notary Seal
Michelle R. Norfleet
Notary Public's signature

Notary registration number: 301931
My commission expires: 4/30/2025

Lender: American Neighborhood Mortgage Acceptance Company LLC.
NMLS ID: 238923
Loan Originator: Mike Voci
NMLS ID: 1380990

EXHIBIT C

© Form 14 (Rev. 6/83)

THE CITY OF NEW YORK



**DEPARTMENT OF BUILDINGS
CERTIFICATE OF OCCUPANCY**

BOROUGH BROOKLYN

DATE: MAY 26 2001 **NO.:** [REDACTED]

This certificate supersedes C.O. NO [REDACTED]

ZONING DISTRICT R-6

THIS CERTIFIES that the new—altered—existing—building—premises located at

[REDACTED] LAFAYETTE AVENUE

Block 1947 Lot 21

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR OCCUPANCY LIMITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
CELLAR	OG						ORDINARY USE, BOILER ROOM
BASEMENT	40		1	3	2	RES.	ONE FAMILY
FIRST	40		1	2	2	RES.	ONE FAMILY
SECOND	40		1	2	2	RES.	ONE FAMILY
THIRD	40		2	2	2	RES.	TWO FAMILY
							TOTAL: FIVE (5) FAMILY DWELLING

OPEN SPACE USES

(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

**NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS
A NEW ASSIGNED CERTIFICATE OF OCCUPANCY IS OBTAINED**
THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND
SPECIFICATIONS NOTED ON THE REVERSE SIDE.

[Signature]
BOROUGH SUPERINTENDENT

[Signature]
Acting Commissioner
COMMISSIONER

BKLN-2

ORIGINAL OFFICE COPY - DEPARTMENT OF BUILDINGS COPY

EXHIBIT D

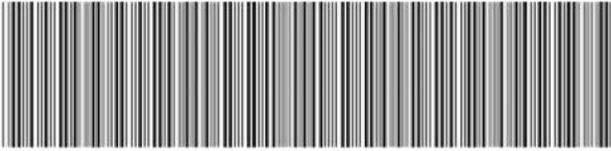
NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER			
This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.			
RECORDING AND ENDORSEMENT COVER PAGE		PAGE 1 OF 11	
Document ID: [REDACTED]		Document Date: 08-23-2011	Preparation Date: 10-19-2011
Document Type: MORTGAGE AND CONSOLIDATION Document Page Count: 9			
PRESENTER: INTRACOASTAL ABSTRACT CO., INC. 31 STEWART STREET CO -PICK UP USTA FLORAL PARK, NY 11001 516-358-0505 1273		RETURN TO: OCWEN LOAN SERVICING, LLC 1661 WORTHINGTON ROAD - SUITE 100 ATTN: LINDA KAY ESTEP WEST PALM BEACH, FL 33409 561-682-8835	
Borough BROOKLYN		Block Lot 1947 21	PROPERTY DATA Unit Address Entire Lot [REDACTED] LAFAYETTE AVENUE Property Type: DWELLING ONLY - 4 FAMILY
CROSS REFERENCE DATA			
CRFN: [REDACTED] x Additional Cross References on Continuation Page			
MORTGAGOR: LETITIA JAMES [REDACTED] LAFAYETTE AVENUE BROOKLYN, NY 11238		PARTIES MORTGAGEE: US BANK NA, AS TRUSTEE C/O OCWEN LOAN SERVICING, LLC, 1661 WORTHINGTON ROAD - SUITE 100 WEST PALM BEACH, FL 33409	
FEES AND TAXES			
Mortgage Mortgage Amount: \$ 585,929.55 Taxable Mortgage Amount: \$ 29,033.17 Exemption: 255		Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00	
TAXES: County (Basic): \$ 145.00 City (Additional): \$ 290.00 Spec (Additional): \$ 0.00 TASF: \$ 72.50 MTA: \$ 87.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 TOTAL: \$ 594.50		<div style="text-align: center;"> RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 12-07-2011 15:31 City Register File No. (CRFN): 2011000427870 </div>  <p style="text-align: right;"> <i>Annette McMill</i> City Register Official Signature </p>	
Recording Fee: \$ 82.00 Affidavit Fee: \$ 8.00			

EXHIBIT E

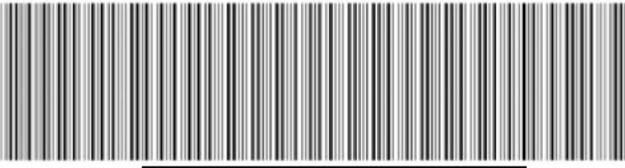
NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.			
RECORDING AND ENDORSEMENT COVER PAGE		PAGE 1 OF 8	
Document ID: [REDACTED] Document Date: 08-23-2019 Preparation Date: 08-29-2019 Document Type: MORTGAGE Document Page Count: 7			
PRESENTER: SERVICELINK HOME EQUITY 1355 CHERRINGTON PKWY MOON TOWNSHIP, PA 15108 SUPPORT@SIMPLIFILE.COM		RETURN TO: SERVICELINK 1355 CHERRINGTON PARKWAY MOON TOWNSHIP, PA 15108 SUPPORT@SIMPLIFILE.COM	
Borough Block Lot PROPERTY DATA BROOKLYN 1947 21 Entire Lot Unit Address [REDACTED] LAFAYETTE AVENUE Property Type: DWELLING ONLY - 4 FAMILY			
CROSS REFERENCE DATA			
CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____			
MORTGAGOR/BORROWER: LETITIA JAMES [REDACTED] LAFAYETTE AVE BROOKLYN, NY 11238		PARTIES MORTGAGEE/LENDER: CITIBANK NA 1000 TECHNOLOGY DRIVE O'FALLON, MO 63368	
FEES AND TAXES			
Mortgage : Mortgage Amount: \$ 100,000.00 Taxable Mortgage Amount: \$ 100,000.00 Exemption: \$ TAXES: County (Basic): \$ 500.00 City (Additional): \$ 1,000.00 Spec (Additional): \$ 0.00 TASF: \$ 250.00 MTA: \$ 300.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 TOTAL: \$ 2,050.00 Recording Fee: \$ 72.00 Affidavit Fee: \$ 0.00		Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00	
		RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 08-30-2019 15:23 City Register File No.(CRFN): [REDACTED]	
		 <i>Annette McMill</i> City Register Official Signature	

EXHIBIT F

STATE OF NEW YORK

MORTGAGE

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

THIS MORTGAGE, made the 20TH day of MAY, 19 83
between ROBERT JAMES AND LETITIA JAMES, HIS WIFE

who reside(s) at [REDACTED] 132ND ST., RICHMOND HILL, NEW YORK REEL 1529 PAGE 1110

the MORTGAGOR

and KADILAC FUNDING LTD.
a corporation organized and existing under the laws of the State of New York
and having its principal place of business at 1 OLD COUNTRY ROAD, BOX 34, CARLE PLACE, NEW YORK

The MORTGAGEE

WITNESSETH that to secure the payment of an indebtedness in the principal sum of THIRTY THOUSAND THREE HUNDRED AND NO/100 Dollars (\$ 30,300.00 which sum is to be paid, with interest thereon, according to a certain bond or obligation bearing even date herewith, the Mortgagor hereby mortgages to the Mortgagee:

All that certain lot, piece, or parcel of land with the building and improvements thereon erected, situate, lying, and being in the BOROUGH AND COUNTY OF QUEENS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

TOGETHER WITH THE BENEFITS AND SUBJECT TO THE BURDENS OF A CERTAIN RIGHT OF WAY IN LIBER 3034 PAGE 120.

Fixtures and personalty include, without being limited to:

✓ Said premises being known as: [REDACTED] WOOD STREET, JAMAICA, NEW YORK 11420

The real property is improved by a ONE family residence only.

Together with all the right, title and interest of the mortgagors of in and to any land lying in the bed of the street in front of and adjoining above premises to the center lines thereof.

FS 92159M(1/79)

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor.

Robert James (L.S.)
ROBERT JAMES
Letitia James (L.S.)
LETITIA JAMES

(L.S.)

In presence of Jack Bleiser

STATE OF NEW YORK, }
COUNTY OF NASSAU } SS

On the 20TH day of MAY, nineteen hundred and EIGHTY-THREE before me personally came ROBERT JAMES AND LETITIA JAMES, HIS WIFE to me personally known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged that _____ executed the same

