

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

THE CITY OF BUFFALO, and
BYRON W. BROWN

Plaintiffs,

-vs-

AMENDED COMPLAINT

Index # I-2008-2200

Hon. John M. Curran

ABN AMRO MORTGAGE GROUP, INC., and
ALDEN STATE BANK, and
AMERICAN BUSINESS CREDIT, INC., and
AMERIQUEST MORTGAGE COMPANY, and
BANKER'S TRUST COMPANY OF CALIFORNIA, NA n/k/a
DEUTSCHE BANK TRUST COMPANY, NA, and
BANK OF AMERICA, and
BANK OF NEW YORK TRUST, and
BEAL BANK SSB, and
CENTEX HOME EQUITY COMPANY LLC, n/k/a
NATIONSTAR MORTGAGE LLC and
THE CHASE MANHATTAN BANK, and
THE CIT GROUP/CONSUMER FINANCE, INC., and
CITYSCAPE CORP., and
CITIBANK N.A., and,
CITIFINANCIAL, and
CITIFINANCIAL CORPORATION, and
CITIFINANCIAL MORTGAGE COMPANY, INC., and
CITIMORTGAGE, INC., and
CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC, and
DEUTSCHE BANK NATIONAL TRUST COMPANY, and
EMC MORTGAGE CORPORATION, and
EMPIRE DEVELOPMENT LLC, and
GE CAPITAL MORTGAGE SERVICES, INC.
MANUFACTURERS AND TRADERS TRUST COMPANY, and
FCI NATIONAL FUND II, LLC, and
FIRST UNION NATIONAL BANK n/k/a
WACHOVIA BANK OF DELAWARE, NA and
IMC MORTGAGE COMPANY, and
THE JP MORGAN CHASE BANK, and
KEYBANK NATIONAL ASSOCIATION, and
LONGBEACH MORTGAGE COMPANY, and
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and

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MAR 31 2009

**ERIE COUNTY
CLERK'S OFFICE**

NATIONSCREDIT FINANCIAL SERVICES CORPORATION, and
NORWEST BANK MINNESOTA NA, k/n/a
WELLS FARGO BANK MINNESOTA NATIONAL ASSOCIATION, and
OPTION ONE MORTGAGE CORPORATION, and
THE PROVIDENT BANK d/b/a PCFS, and
UNITED COMPANIES LENDING CORP., and
WASHINGTON MUTUAL BANK FA, and

Defendants.

The Plaintiffs above named, by Alisa Lukasiewicz, Corporation Counsel, for its
Complaint against the Defendants, herein alleges:

Introductory Statements

1. That the Plaintiff, THE CITY OF BUFFALO, is and was at all times hereinafter mentioned, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 65 Niagara Square, Buffalo, New York, and
2. That the Plaintiff, Byron W. Brown, is the duly elected Mayor of the City of Buffalo, with his principal office at 65 Niagara Square, Buffalo, New York, and
3. That the Defendants herein are corporations and other financial entities that have obtained judgments of foreclosure and/or accepted deeds as a result of foreclosure within the City of Buffalo, and
4. The City of Buffalo estimates that there are approximately ten thousand (10,000) vacant properties within the City limits. Each vacant property costs the City thousands of dollars each year due to nuisance abatement costs, such as demolition, as well as excessive fire and police responses, lost tax revenues, and decreased neighboring property values.

5. The City of Buffalo estimates that it will need to demolish approximately five thousand (5,000) vacant and blighted properties over the next five years. Demolition costs in Buffalo average \$16,000 for each intact structure and can be upwards of \$40,000 in case of fire. The causes of this abandonment and blight are manifold, but many of these properties became abandoned and in need of demolition as a result of mortgage foreclosures.

6. The City of Buffalo has a duty to abate these nuisances by demolishing the abandoned and blighted structures.

7. The City of Buffalo has a duty under Section 8, Article 1 of the New York State Constitution to seek reimbursement of any such nuisance abatement costs, and herein seeks such costs together with other costs and losses and all applicable interest. Where such costs and losses, including but not limited to demolition, have already been incurred the Plaintiff seeks reimbursement from Defendants for such costs. Where such costs and losses, including but not limited to demolition, have not yet been determined and/or not yet been incurred, the Plaintiff seeks such compensation from Defendants once they have been determined, and

The Defendants and Properties

8. That the Defendant, BANKER'S TRUST COMPANY OF CALIFORNIA, NA n/k/a DEUTSCHE BANK TRUST COMPANY, is and was at all times hereinafter alleged, a National Association with its principal place of business at 60 Wall Street, New York, New York 10005, and conducted business in the City of Buffalo, County of Erie, State of New York.

9. That the Defendant, BANKER'S TRUST COMPANY OF CALIFORNIA, NA, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 83 Texas, 276 Detroit, 1418 Bailey, 382 Moselle, 234 Strauss, 220 Schuele and 19 Marigold in the City of Buffalo.

10. That on or about April 8, 2003, BANKER'S TRUST COMPANY, NA as Trustee was granted a judgment of foreclosure and sale and a referee was appointed to sell the property known as 1418 Bailey in the City of Buffalo, New York.

11. Upon information and belief, Banker's Trust Company, N.A. did not complete this foreclosure with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having full authority and control over the property known as 1418 Bailey in order to effectuate such a sale.

12. Upon information and belief, this mortgage fell into default at some time prior to August 23, 2002, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 403/Page 2465.

13. That on or about May 30, 2002 an agent, employee, or other person authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, conducted an inspection and entered the premises at 1418 Bailey and found that the property was vacant, and had not been damaged by vandals, fire, wind, earthquake, freezing, or water at that time. At the time of this inspection, the utilities were off, no personal belongings were left in the property, and the authorized agent left the property locked and secure.

14. Upon information and belief, the mortgagor vacated and surrendered the property to Banker's Trust Company with the expectation that Banker's Trust Company would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

15. That the inspection and entry upon the premises known as 1418 Bailey on or about May 30, 2002 by the agent, employee, or other person authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage recorded in the Erie County Clerk's office at Liber 12944/Page 1254 on August 24, 2001.

16. That Banker's Trust Company, NA maintained the status of "mortgagee in possession" of 1418 Bailey from the time of their entry upon the property on or about May 30, 2002 through and including November 19, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating demolition thereof

17. During the time between May 30, 2002 and November 19, 2007, the structure(s) on the property at 1418 Bailey became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means of remediating these conditions.

18. During this interval, the structure(s) at 1418 Bailey was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance

Code. Banker's Trust Company and the mortgagor were cited by the City of Buffalo for various violations of these codes at various times and, on September 27, 2006, the Buffalo Housing Court ordered that the structure(s) be demolished, based on several recommendations of certified New York State Code Enforcement Official(s).

19. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid structure(s) located at 1418 Bailey to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means of remediating these conditions.

20. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 1418 Bailey and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY, and

21. Upon information and belief, the cost of demolishing the structure(s) at 1418 Bailey have been estimated at \$22,500.

22. That on or about September 24, 2002, BANKER'S TRUST COMPANY, NA as Trustee was granted a judgment of foreclosure and sale and a referee was appointed to sell the property known as 234 Strauss in the City of Buffalo, New York.

23. Upon information and belief, Banker's Trust Company, N.A. did not complete this foreclosure with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having full authority and control over the property known as 234 Strauss in order to effectuate such a sale.

24. Upon information and belief, this mortgage fell into default at some time prior to February 11, 2002, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 402/Page 4591.

25. That on or about July 28, 2002 an agent, employee, or other person authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, conducted an inspection and entered the premises at 234 Strauss and found that the property was vacant and had not been damaged by vandals, fire, wind, earthquake, freezing, or water at that time and the utilities were off. Upon information and belief, this authorized agent of Banker's Trust had been provided a key to the property and left it secured.

26. Upon information and belief, the mortgagor vacated and surrendered the property to Banker's Trust Company with the expectation that Banker's Trust Company would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

27. That the inspection and entry upon the premises known as 234 Strauss on or about July 28, 2002 by the agent, employee, or other person authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage recorded in the Erie County Clerk's office at Liber 12935/Page 3317 on July 9, 2001.

28. That Banker's Trust Company, NA maintained the status of "mortgagee in possession" of 234 Strauss from the time of their entry upon the property on or about July 28, 2002 through and including November 19, 2007, at which time the City of Buffalo

took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating demolition thereof.

29. During the time between July 28, 2002 and November 19, 2007 the structure(s) on the property at 234 Strauss became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means of remediating these conditions.

30. During the time between July 28, 2002 and November 19, 2007 the structure(s) at 234 Strauss was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. New York State Code Enforcement Official(s) recommended demolition of the structure(s).

31. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid structure(s) located at 234 Strauss to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means of remediating these conditions.

32. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 234 Strauss and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY; and

on or about September 18, 2008 the City of Buffalo did proceed with the demolition of this structure at a cost of approximately \$14,500.00.

33. That on or about August 9, 2002, BANKER'S TRUST COMPANY, NA was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property know as 220 Schuele in the City of Buffalo, New York.

34. Upon information and belief, a referee's auction of this property was scheduled for December 31, 2002.

35. Upon information and belief, Banker's Trust Company, N.A. did not complete the foreclosure of the property known as 220 Schuele with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

36. Upon information and belief, this mortgage fell into default at some time prior to December 3, 2002, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 402/Page 1549.

37. That on or about July 26, 2002 an agent, employee, or other person authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, conducted an inspection and entered the premises at 220 Schuele and found that the property was vacant and had not been damaged by vandals, fire, wind, earthquake, freezing, or water at that time. This agent of Banker's Trust found the utilities off and left the property secure and locked, with an estimated value of \$50,000 to \$74,999.

38. Upon information and belief, the mortgagor vacated and surrendered the property to Banker's Trust Company with the expectation that Banker's Trust Company would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

39. That the inspection and entry upon the premises known as 220 Schuele on or about July 26, 2002 by the agent, employee, or other person authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage recorded in the Erie County Clerk's office at Liber 12927/Page 4368 on May 30, 2001.

40. That Banker's Trust Company, NA maintained the status of "mortgagee in possession" of 220 Schuele from approximately July 26, 2002 through and including November 19, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating demolition thereof.

41. During the time between July 26, 2002 and November 19, 2007 the structure(s) at 220 Schuele became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means of remediating these conditions.

42. During the time between July 26, 2002 and November 19, 2007 the structure(s) at 220 Schuele was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. Both the mortgagor appearing on title and Banker's Trust, N.A. were cited for these violations. During the code violation

proceedings a certified New York State Code Enforcement Official recommended demolition of the property.

43. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 220 Schuele to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means of remediating these conditions.

44. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 220 Schuele and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY; and that on or about October 30, 2008, the City of Buffalo did proceed with the demolition of this structure at a cost of approximately \$18,000.00

45. That on or about June 14, 2002, "BANKER'S TRUST COMPANY, NA, in Trust for the Benefit of the Holders of Aames Mortgage Trust 2001-2 Pass Through Certificates, Series 2001-2, c/o Countrywide Home Loans SV-19" (hereinafter "Banker's Trust Company, N.A."), was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known, as 19 Marigold in the City of Buffalo, New York.

46. Upon information and belief, Banker's Trust Company, N.A. did not complete the foreclosure of the property known as 19 Marigold with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite

having sought and being granted the requisite legal authority, dominion and control over the property to do so.

47. Upon information and belief, this mortgage fell into default at some time prior to January 17, 2002, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 402/Page 3364.

48. That on or about March 31, 2002 an agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, conducted an inspection and entered the premises at 19 Marigold and found that the property was vacant and had not been damaged by vandals, fire, wind, earthquake, freezing, or water at that time and that the utilities were off. Upon information and belief, an agent of Banker's Trust had also been provided a key to the property and left it secured.

49. Upon information and belief, the mortgagor vacated and surrendered the property to Banker's Trust Company with the expectation that Banker's Trust Company would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

50. That the inspection and entry upon the premises known as 19 Marigold on or about March 31, 2002 by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage recorded in the Erie County Clerk's office at Liber 12927/Page 5709 on May 31, 2001.

51. That Banker's Trust Company, NA maintained the status of "mortgagee in possession" of 19 Marigold from the time of their entry upon the property on or about March 31, 2002 through and including November 19, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating demolition thereof.

52. During the time between March 31, 2002 and November 19, 2007 the structure(s) at 19 Marigold became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means of remediating these conditions.

53. During the time between March 31, 2002 and November 19, 2007, the structure(s) at 19 Marigold was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During the code violation proceedings, a certified New York State Code Enforcement Official recommended demolition of the property.

54. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 19 Marigold to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means of remediating these conditions.

55. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 19 Marigold and to recover the expenses and costs attributable and

incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY; and that such costs have not been determined at this time.

56. That on or about November 17, 2003, BANKER'S TRUST COMPANY, NA as Trustee was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known, as 276 Detroit in the City of Buffalo, New York.

57. Upon information and belief, Banker's Trust Company, N.A. did not complete the foreclosure of the property known as 276 Detroit with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

58. Upon information and belief, this mortgage fell into default at some time prior to July 28, 2003, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 404/Page 4845.

59. That on or about September 29, 2004 an agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, conducted an inspection and entered the premises at 276 Detroit and found that the property was occupied by unknown persons and had not been damaged by vandals, fire, wind, earthquake, freezing, or water at that time. Upon information and belief, this authorized agent was directed to make contact upon this inspection to obtain the name of the occupant, other than the mortgagor, of this two-unit structure.

60. Upon information and belief, the mortgagor vacated and surrendered the property to Banker's Trust Company with the expectation that Banker's Trust Company

would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

61. That the inspection and entry upon the premises known as 276 Detroit on or about September 29, 2004 by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12905/Page 1491 on December 5, 2000.

62. That Banker's Trust Company, NA maintained the status of "mortgagee in possession" of 276 Detroit from approximately September 29, 2004 through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating demolition thereof.

63. During the time between September 29, 2004 and November 13, 2006 the structure(s) at 276 Detroit became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means of remediating these conditions.

64. During the time between September 29, 2004 and November 13, 2006 the structure(s) at 276 Detroit was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, the

property was ordered to be demolished, based upon the recommendation of the certified New York State Code Enforcement Official(s), on February 17, 2006.

65. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 276 Detroit to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means of remediating these conditions.

66. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 276 Detroit and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY; and did proceed to do so on or about February 25, 2008 at a cost of approximately \$18,700.00.

67. Upon information and belief, the aforementioned actions of Banker's Trust Company and its agents, employees and other persons acting at its request and/or on its behalf to enter, inspect and secure properties as authorized by the defaulted mortgages, after mortgagors have defaulted, vacated, and otherwise consented to their possession of the subject properties, but before title has been transferred via referee's auction, represents a typical industry practice in the City of Buffalo, as observed by Certified Code Enforcement Officers assigned to each of the properties specified in this Complaint.

68. ABN AMRO MORTGAGE GROUP INC., is and was at all times hereinafter alleged, a New York corporation with its principal place of business at 540

West Madison Street, Chicago, Illinois 60661, and conducted business in the City of Buffalo, County of Erie, State of New York, and

69. That on or about February 18, 2004, ABN AMRO MORTGAGE GROUP (“ABN”) was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 1215 Fillmore in the City of Buffalo, New York, and

70. Upon information and belief, ABN did not complete the foreclosure of the property known as 1215 Fillmore with a referee’s auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

71. Upon information and belief, this mortgage fell into default at some time prior to October 4, 2007, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk’s office at Liber 411/Page 277.

72. That, upon information and belief, ABN did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 1215 Fillmore after the mortgage fell into default.

73. Upon information and belief, the mortgagor vacated and surrendered the property to ABN with the expectation that ABN would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

74. That any inspection and entry upon the premises known as 1215 Fillmore having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of ABN,

was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 13006/Page 954 on July 19, 2002.

75. That ABN maintained the status of "mortgagee in possession" of 1215 Fillmore from the time of their entry upon the property after the mortgage came into default, approximately October 4, 2007, and possibly earlier, through and including the present day, as it appears that title has not transferred.

76. During the time between October 4, 2007 and the present day the structure(s) at 1215 Fillmore became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

77. During the time between October 4, 2007 and the present day the structure(s) at 1215 Fillmore was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. A mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

78. That upon information and belief, the Defendant ABN permitted, suffered and allowed the aforesaid building(s) located at 1215 Fillmore to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

79. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 1215 Fillmore and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, ABN has obtained bids to do so at a cost of \$21,850.00, and

80. That the Defendant, CITIFINANCIAL CORPORATION, was and is at all times hereafter, a New York corporation with its principal place of business at 300 Saint Paul Place, Baltimore, Maryland, 21202 and conducted business in the City of Buffalo, County of Erie, State of New York, and

81. That on or about January 27, 2006, "CITIFINANCIAL CORPORATION SUCCESSOR BY MERGER TO ASSOCIATES FINANCIAL SERVICES, INC." (hereinafter "Citifinancial") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 15 Theodore in the City of Buffalo, New York. This Judgment was recorded in the Erie County Clerk's Office on February 9, 2006 at Book K 14/Page 7019.

82. Upon information and belief, Citifinancial did not complete the foreclosure of the property known as 15 Theodore with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

83. Upon information and belief, this mortgage fell into default at some time prior to August 11, 2005, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 407/Page 8089.

84. That, upon information and belief, Citifinancial did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 15 Theodore after the mortgage fell into default. Upon information and belief, an agent, employee or other person(s) acting at the request and/or on the behalf of Citifinancial and as authorized by provisions in the defaulted mortgage did enter upon the property at 15 Theodore on or about December 1, 2005 and did change the locks and secure the premises, at which time the mortgagor vacated voluntarily.

85. Upon information and belief, the mortgagor vacated and surrendered the property to Citifinancial with the expectation that Citifinancial would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

86. That any inspection and entry upon the premises known as 15 Theodore having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Citifinancial, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12812/Page 5777 on November 4, 1998.

87. That Citifinancial maintained the status of "mortgagee in possession" of 15 Theodore from the time of their entry upon the property after the mortgage came into default, approximately December 1, 2005, and possibly earlier, through and including November 16, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

88. During the time between August 11, 2005 and November 16, 2007 the structure(s) at 15 Theodore became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

89. During the time between August 11, 2005 and November 16, 2007 the structure(s) at 15 Theodore was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. A mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

90. That upon information and belief, the Defendant Citifinancial permitted, suffered and allowed the aforesaid building(s) located at 15 Theodore to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

91. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 15 Theodore and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, Citifinancial; and did proceed to do so on or about October 28, 2008 at a cost of approximately \$31,800.00

92. That on or about June 26, 2001, CITIFINANCIAL CORPORATION was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 49 Wende in the City of Buffalo, New York.

93. Upon information and belief, Citifinancial did not complete the foreclosure of the property known as 49 Wende with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

94. Upon information and belief, this mortgage fell into default at some time prior to March 29, 2001, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 401/Page 1921.

95. That, upon information and belief, Citifinancial did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 49 Wende after the mortgage fell into default.

96. Upon information and belief, the mortgagor vacated and surrendered the property to Citifinancial with the expectation that Citifinancial would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

97. That any inspection and entry upon the premises known as 49 Wende having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Citifinancial, was permissible and authorized as a right of the mortgagee according to

provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12889/Page 9477 on July 27, 2000.

98. That Citifinancial maintained the status of "mortgagee in possession" of 49 Wende from the time of their entry upon the property after the mortgage came into default, approximately March 29, 2001, and possibly earlier, through and including November 16, 2005, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

99. During the time between March 29, 2001 and November 16, 2005, the structure(s) at 49 Wende became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

100. During the time between March 29, 2001 and November 16, 2005, the structure(s) at 49 Wende was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. Both Citifinancial and the mortgagor appearing on title were cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

101. That upon information and belief, the Defendant Citifinancial permitted, suffered and allowed the aforesaid building(s) located at 49 Wende to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

102. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 49 Wende and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, Citifinancial; and did proceed to do so at a cost of Twenty-Seven Thousand Six Hundred Thirty-Five Dollars (\$27,635.00),

103. That the Defendant, CITIMORTGAGE, INC., is and was at all times hereinafter alleged, a New York corporation with its principal place of business at 1000 Technology Drive, MS 140, O'Fallon, Missouri 63368 and conducted business in the City of Buffalo, County of Erie, State of New York, and

104. That on or about April 29, 2003, CITIMORTGAGE, INC., was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 12 Roebling in the City of Buffalo, New York.

105. Upon information and belief, Citimortgage did not complete the foreclosure of the property known as 12 Roebling with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

106. Upon information and belief, this mortgage fell into default at some time prior to October 23, 2002, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 403/Page 4639.

107. That, upon information and belief, Citimortgage did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its

behalf to conduct inspection, enter, and/or secure the premises at 12 Roebling after the mortgage fell into default.

108. Upon information and belief, the mortgagor vacated and surrendered the property to Citimortgage with the expectation that Citimortgage would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

109. That any inspection and entry upon the premises known as 12 Roebling having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Citimortgage, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12915/Page 6415 on March 15, 2001.

110. That Citimortgage maintained the status of "mortgagee in possession" of 12 Roebling from the time of their entry upon the property after the mortgage came into default, approximately October 23, 2002, and possibly earlier, through and including November 16, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

111. During the time between October 23, 2002 and November 16, 2007 the structure(s) at 12 Roebling became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

112. During the time between October 23, 2002 and November 16, 2007 the structure(s) at 12 Roebling was inspected by certified New York State Code Enforcement

Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for code violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

113. That upon information and belief, the Defendant Citimortgage permitted, suffered and allowed the aforesaid building(s) located at 12 Roebling to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

114. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 12 Roebling and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, Citimortgage.

115. That the Defendant, CITIFINANCIAL MORTGAGE COMPANY, INC., formerly known as Associates Home Equity Services, Inc., is and was at all times hereinafter alleged, a New York corporation with its principal place of business at 250 Carpenter Freeway, Irving, Texas 75062 and conducted business in the City of Buffalo, County of Erie, State of New York, and

116. That on or about April 29, 2003, CITIFINANCIAL MORTGAGE COMPANY, INC. was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 315 Koons in the City of Buffalo, New York.

117. Upon information and belief, Citifinancial did not complete the foreclosure of the property known as 315 Koons with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

118. Upon information and belief, this mortgage fell into default at some time prior to August 13, 2001, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 401/Page 6812.

119. That, upon information and belief, Citifinancial did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 315 Koons after the mortgage fell into default.

120. Upon information and belief, the mortgagor vacated and surrendered the property to Citifinancial with the expectation that Citifinancial would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

121. That any inspection and entry upon the premises known as 315 Koons having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Citifinancial, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12816/Page 0014 on November 25, 1998.

122. That Citifinancial maintained the status of "mortgagee in possession" of 315 Koons from the time of their entry upon the property after the mortgage came into default, approximately August 13, 2001, and possibly earlier, through and including November 16, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

123. During the time between August 13, 2001 and November 16, 2007 the structure(s) at 315 Koons became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

124. During the time between August 13, 2001 and November 16, 2007 the structure(s) at 315 Koons was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

125. That upon information and belief, the Defendant Citifinancial permitted, suffered and allowed the aforesaid building(s) located at 315 Koons to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

126. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the

property known as 315 Koons and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, Citifinancial; and did proceed to do so on or about March 3, 2009 at a cost of approximately \$18,900.00.

127. That the Defendant, CITIBANK N.A., is and was at all times hereinafter alleged, a National Association with its principal place of business at 3900 Paradise Road, Suite 127, Las Vegas, Nevada 89109 and conducted business in the City of Buffalo, County of Erie, State of New York.

128. That on or about October 13, 2004, CITIBANK N.A., as Trustee, was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known, as 115 Walter in the City of Buffalo, New York.

129. Upon information and belief, CITIBANK N.A., did not complete the foreclosure of the property known as 115 Walter with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

130. Upon information and belief, this mortgage fell into default at some time prior to August 11, 2005, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 407/Page 8089.

131. That, upon information and belief, Citibank did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 115 Walter after the mortgage fell into default.

132. Upon information and belief, the mortgagor vacated and surrendered the property to Citibank with the expectation that Citibank would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

133. That any inspection and entry upon the premises known as 115 Walter having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Banker's Trust Company, NA, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12764/Page 9214 on November 19, 1997.

134. That Citibank maintained the status of "mortgagee in possession" of 115 Walter from the time of their entry upon the property after the mortgage came into default, approximately August 11, 2005, and possibly earlier, through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating demolition thereof.

135. During the time between April 26, 2004 and November 13, 2006 the structure(s) at 115 Walter became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means of remediating these conditions.

136. During the time between April 26, 2004 and November 13, 2006 the structure(s) at 115 Walter was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. Upon information and belief, the

mortgagors appearing on title were cited for these violations; and during these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s), recommended that the property be demolished.

137. That upon information and belief, the Defendant Citibank permitted, suffered and allowed the aforesaid building(s) located at 115 Walter to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means of remediating these conditions.

138. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 115 Walter and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, Citibank; and did proceed to do so on or about July 17, 2008 at a cost of approximately \$10,200.00.

139. That the Defendant, BANK OF AMERICA, NA is, a National Association with its principal place of business at 1100 North King Street, Wilmington, Delaware, 19801 and conducted business in the City of Buffalo, County of Erie, State of New York, and

140. That on or about October 27, 2004, "BANK OF AMERICA successor by merger to BA Mortgage, LLC, successor by merger to Keycorp Mortgage, Inc." (hereinafter, "Bank of America") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 1 Ruhland in the City of Buffalo, New York.

141. Upon information and belief, Bank of America did not complete the foreclosure of the property known as 1 Ruhland with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

142. Upon information and belief, this mortgage fell into default at some time prior to August 19, 2004, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 406/Page 569.

143. That, upon information and belief, Bank of America did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 1 Ruhland after the mortgage fell into default.

144. Upon information and belief, the mortgagor vacated and surrendered the property to Bank of America with the expectation that Bank of America would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

145. That any inspection and entry upon the premises known as 1 Ruhland having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Bank of America, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12816/Page 0014 on November 25, 1998.

146. That Bank of America maintained the status of “mortgagee in possession” of 1 Ruhland from the time of their entry upon the property after the mortgage came into default, approximately August 19, 2004, and possibly earlier, through and including November 16, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

147. During the time between August 19, 2004 and November 16, 2007, the structure(s) at 1 Ruhland became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

148. During the time between August 19, 2004 and November 16, 2007 the structure(s) at 1 Ruhland was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

149. That upon information and belief, the Defendant Bank of America permitted, suffered and allowed the aforesaid building(s) located at 1 Ruhland to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

150. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the

property known as 1 Ruhland and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, Bank of America.

151. That the Defendant, NATIONSCREDIT FINANCIAL SERVICES CORPORATION, is and was at all times hereinafter alleged, a North Carolina Corporation with its principal place of business at 9000 Southside Boulevard, FL9-400-05-41, Jacksonville FL 32256 and conducted business in the City of Buffalo, County of Erie, State of New York.

152. That on or about September 26, 2001, "NATIONSCREDIT FINANCIAL SERVICES CORPORATION, Successor by Merger to Equicredit Corporation of NY a/k/a Equicredit NATIONSCREDIT FINANCIAL SERVICES CORPORATION," (hereinafter, "Nationscredit") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 562 High in the City of Buffalo, New York.

153. Upon information and belief, Nationscredit did not complete the foreclosure of the property known as 562 High with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

154. Upon information and belief, this mortgage fell into default at some time prior to January 17, 2001, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 400/Page 8617.

155. That, upon information and belief, Nationscredit did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its

behalf to conduct inspection, enter, and/or secure the premises at 562 High after the mortgage fell into default.

156. Upon information and belief, the mortgagor vacated and surrendered the property to Nationscredit with the expectation that Nationscredit would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

157. That any inspection and entry upon the premises known as 562 High having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Nationscredit, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12872/Page 4228 on February 17, 2000.

158. That Nationscredit maintained the status of "mortgagee in possession" of 562 High from the time of their entry upon the property after the mortgage came into default, approximately January 17, 2001, and possibly earlier, through and including November 16, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

159. During the time between January 17, 2001 and November 16, 2007, the structure(s) at 562 High became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

160. During the time between January 17, 2001 and November 16, 2007 the structure(s) at 562 High was inspected by certified New York State Code Enforcement

Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

161. That upon information and belief, the Defendant Nationscredit permitted, suffered and allowed the aforesaid building(s) located at 562 High to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

162. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 562 High and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, Nationscredit.

163. That the Defendant, BANK OF NEW YORK TRUST is and was at all times hereinafter alleged, a National Association with its principal place of business at 700 South Flowers, 2nd Floor, Los Angeles, California 90017-4104 and conducted business in the City of Buffalo, County of Erie, State of New York, and

164. That on or about January 8, 2003, "BANK OF NEW YORK TRUST under the Agreement Dated 12/01/01 (EQCC Trust 2001-TF) c/o Fairbanks Capital Corp." (hereinafter, "Bank of New York Mellon") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 508 Dodge in the City of Buffalo, New York.

165. Upon information and belief, Bank of New York Mellon did not complete the foreclosure of the property known as 508 Dodge with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

166. Upon information and belief, this mortgage fell into default at some time prior to September 19, 2002, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 403/Page 3449.

167. That, upon information and belief, Bank of New York Mellon did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 508 Dodge after the mortgage fell into default.

168. Upon information and belief, the mortgagor vacated and surrendered the property to Bank of New York Mellon with the expectation that Bank of New York Mellon would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

169. That any inspection and entry upon the premises known as 508 Dodge having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Bank of New York Mellon, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12878/Page 6866 on April 19, 2000.

170. That Bank of New York Mellon maintained the status of "mortgagee in possession" of 508 Dodge from the time of their entry upon the property after the mortgage came into default, approximately September 19, 2002, and possibly earlier, through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

171. During the time between September 19, 2002 and November 13, 2006, the structure(s) at 508 Dodge became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

172. During the time between September 19, 2002 and November 13, 2006, the structure(s) at 508 Dodge was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. Both the loan servicer and the mortgagor appearing on title were cited for these violations.

173. That upon information and belief, the Defendant Bank of New York Mellon permitted, suffered and allowed the aforesaid building(s) located at 508 Dodge to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

174. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 508 Dodge and to recover the expenses and costs attributable and

incurred by City of Buffalo from the Defendant, Bank of New York Mellon; and did proceed to do so on or about February 5, 2009 at a cost of approximately \$17,000.00.

175. That the Defendant, THE JP MORGAN CHASE BANK, n/k/a JP MORGAN CHASE BANK, NATIONAL ASSOCIATION, is and was at all times hereinafter alleged, a National Association with its principal place of business at 1111 Polaris Parkway, Columbus, Ohio 43240 and conducted business in the City of Buffalo, County of Erie, State of New York, and

176. That on or about October 12, 2004, "JP MORGAN CHASE BANK, as Trustee for the Benefit of Equity One, ABS Inc., Mortgage Pass-Through Certificate Series JP MORGAN CHASE BANK," (hereinafter, "JP Morgan Chase") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 203 Strauss in the City of Buffalo, New York.

177. Upon information and belief, JP Morgan Chase did not complete the foreclosure of the property known as 203 Strauss with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

178. Upon information and belief, this mortgage fell into default at some time prior to January 16, 2004, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 405/Page 1133.

179. That, upon information and belief, JP Morgan Chase did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act

on its behalf to conduct inspection, enter, and/or secure the premises at 203 Strauss after the mortgage fell into default.

180. Upon information and belief, the mortgagor vacated and surrendered the property to JP Morgan Chase with the expectation that JP Morgan Chase would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

181. That any inspection and entry upon the premises known as 203 Strauss having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of JP Morgan Chase, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12904/Page 2420 on November 28, 2000.

182. That JP Morgan Chase maintained the status of "mortgagee in possession" of 203 Strauss from the time of their entry upon the property after the mortgage came into default, approximately January 16, 2004, and possibly earlier, through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

183. During the time between January 16, 2004 and November 13, 2006 the structure(s) at 203 Strauss became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

184. During the time between January 16, 2004 and November 13, 2006 the structure(s) at 203 Strauss was inspected by certified New York State Code Enforcement

Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations.

185. That upon information and belief, the Defendant JP Morgan Chase permitted, suffered and allowed the aforesaid building(s) located at 203 Strauss to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

186. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 203 Strauss and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, JP Morgan Chase; and did proceed to do so on or about September 10, 2008 at a cost of approximately \$19,100.00

187. That the Defendant, WASHINGTON MUTUAL BANK FA, n/k/a Washington Mutual Bank, is and was at all times hereinafter alleged, a Savings Association with its principal place of business at 2273 North Green Valley Parkway, Henderson, Nevada, 89014 and conducted business in the City of Buffalo, County of Erie, State of New York.

188. That on or about September 23, 2003, WASHINGTON MUTUAL BANK FA was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known 58 Krupp.

189. Upon information and belief, Washington Mutual Bank did not complete the foreclosure of the property known as 58 Krupp with a referee's auction and sale of the

property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

190. Upon information and belief, this mortgage fell into default at some time prior to February 20, 2003, at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 403/Page 9292.

191. That, upon information and belief, Washington Mutual Bank did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 58 Krupp after the mortgage fell into default.

192. Upon information and belief, in June or July 2002, after default of the mortgage but before foreclosure proceedings were filed in the Erie County Clerk's Office, an agent, employee, or other person(s) acting on the Defendant's behalf and/or at the request of the Defendant did enter the property at 58 Krupp and changed the locks. The mortgagor's tenants vacated and the mortgagor surrendered the property to Washington Mutual Bank with the expectation that Washington Mutual Bank would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

193. That any inspection and entry upon the premises known as 58 Krupp having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Washington Mutual Bank, was permissible and authorized as a right of the mortgagee

according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12876/Page 5282 on March 29, 2000.

194. That Washington Mutual Bank maintained the status of "mortgagee in possession" of 58 Krupp from the time of their entry upon the property after the mortgage came into default, approximately February 20, 2003, and possibly earlier, through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

195. During the time between February 20, 2003 and November 13, 2006, the structure(s) at 58 Krupp became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

196. During the time between February 20, 2003 and November 13, 2006, the structure(s) at 58 Krupp was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and the court so ordered.

197. That upon information and belief, the Washington Mutual Bank permitted, suffered and allowed the aforesaid building(s) located at 58 Krupp to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the

health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

198. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 58 Krupp and to recover the expenses and costs attributable and incurred by City of Buffalo from the Washington Mutual Bank; and did proceed to do so on or about October 29, 2008 at a cost of approximately \$31,400.00

199. That the Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., is and was at all times hereinafter alleged, a Delaware Corporation with its principal place of business at Merscorp, Inc., 1595 Springhill Road, suite 310 Vienna, Virginia 22182 and conducted business in the City of Buffalo, County of Erie, State of New York.

200. That on or about June 5, 2002, "MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Nominee for Household Financial Services," (hereinafter "MERS/Household") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 101 Wyoming in the City of Buffalo, New York.

201. Upon information and belief, MERS/Household did not complete the foreclosure of the property known as 101 Wyoming with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

202. Upon information and belief, this mortgage fell into default at some time prior to August 1, 2001 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 401/Book 6661; a second Notice of Pendency of foreclosure was filed on April 1, 2002 and recorded in the Erie County Clerk's office at Liber 402/Page 6585.

203. That, upon information and belief, MERS/Household did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 101 Wyoming after the mortgage fell into default.

204. Upon information and belief, the mortgagor vacated and surrendered the property to MERS/Household with the expectation that MERS/Household would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

205. That any inspection and entry upon the premises known as 101 Wyoming having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of MERS/Household, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12865/Page 7699 on December 14, 1999.

206. That MERS/Household maintained the status of "mortgagee in possession" of 101 Wyoming from the time of their entry upon the property after the mortgage came into default, approximately August 1, 2001, and possibly earlier, through and including November 16, 2005, at which time the City of Buffalo took the property

through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

207. During the time between August 1, 2001 and November 13, 2006, the structure(s) at 101 Wyoming became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

208. During the time between August 1, 2001 and November 13, 2006, the structure(s) at 101 Wyoming was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

209. That upon information and belief, the MERS/Household permitted, suffered and allowed the aforesaid building(s) located at 101 Wyoming to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

210. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 101 Wyoming and to recover the expenses and costs attributable and incurred by City of Buffalo from the MERS/Household; and did proceed to do on or about January 9, 2008 so at a cost of approximately \$10,100.00.

211. That on or about September 22, 2005, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS" as Nominee for BNC Mortgage, Inc, its Successors and Assigns, (hereinafter "MERS-53 Victoria") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 53 Victoria in the City of Buffalo, New York in the City of Buffalo, New York.

212. Upon information and belief, MERS-53 Victoria did not complete the foreclosure of the property known as 53 Victoria with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

213. Upon information and belief, this mortgage fell into default at some time prior to January 20, 2004 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 405/Book 1210.

214. That, upon information and belief, MERS-53 Victoria did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 53 Victoria after the mortgage fell into default.

215. Upon information and belief, the mortgagor vacated and surrendered the property to MERS-53 Victoria with the expectation that MERS-53 Victoria would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

216. That any inspection and entry upon the premises known as 53 Victoria having taken place after the default of the mortgage, by the agent, employee, or other

person(s) authorized by and/or otherwise acting on the behalf and for the benefit of MERS-53 Victoria was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 1357/Page 3585 on March 17, 2003.

217. That MERS-53 Victoria maintained the status of "mortgagee in possession" of 53 Victoria from the time of their entry upon the property after the mortgage came into default, approximately January 20, 2004, and possibly earlier, through and including November 15, 2005, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

218. During the time between January 20, 2004, and November 15, 2005 the structure(s) at 53 Victoria became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

219. During the time between January 20, 2004, and November 15, 2005 the structure(s) at 53 Victoria was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

220. That upon information and belief, the MERS-53 Victoria permitted, suffered and allowed the aforesaid building(s) located at 53 Victoria to become so

dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

221. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 53 Victoria and to recover the expenses and costs attributable and incurred by City of Buffalo from MERS-53 Victoria, and it did so on or about October 24, 2007 at a cost of approximately \$43,700.00.

222. That on or about September 22, 2005, "MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS" as Nominee for BNC Mortgage, Inc, ("MERS-99 Schuele") its Successors and Assigns," was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 99 Schuele in the City of Buffalo, New York.

223. Upon information and belief, MERS-99 Schuele did not complete the foreclosure of the property known as 99 Schuele with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

224. Upon information and belief, this mortgage fell into default at some time prior to June 20, 2005 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 407/Book 5891.

225. That, upon information and belief, MERS-99 Schuele did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act

on its behalf to conduct inspection, enter, and/or secure the premises at 99 Schuele after the mortgage fell into default.

226. Upon information and belief, the mortgagor vacated and surrendered the property to MERS-99 Schuele with the expectation that MERS-99 Schuele would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

227. That any inspection and entry upon the premises known as 99 Schuele having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of MERS-99 Schuele, was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 13128/Page 1781 on November 20, 2003.

228. That MERS-99 Schuele maintained the status of "mortgagee in possession" of 99 Schuele from the time of their entry upon the property after the mortgage came into default, approximately June 20, 2005, and possibly earlier, through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

229. During the time between June 20, 2005 and November 13, 2006 the structure(s) at 99 Schuele became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

230. During the time between June 20, 2005 and November 13, 2006 the structure(s) at 99 Schuele was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagors appearing on title were cited for these violations, did appear in response to them, and did indicate that they had consented to the mortgagor taking possession of the property. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

231. That upon information and belief, the MERS-99 Schuele permitted, suffered and allowed the aforesaid building(s) located at 99 Schuele to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

232. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 99 Schuele and to recover the expenses and costs attributable and incurred by City of Buffalo from MERS-99 Schuele and did proceed to do so on or about October 24, 2008 at a cost of approximately \$21,600.00.

233. That the Defendant, CITYSCAPE CORP., is and was at all times hereinafter alleged, a New York corporation with its principal place of business at 4547 Lakeshore Drive, Waco Texas 76710 and conducted business in the City of Buffalo, County of Erie, State of New York.

234. That on or about August 9, 2004, CITYSCAPE CORP. was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 176 Congress in the City of Buffalo, New York.

235. Upon information and belief, CITYSCAPE CORP did not complete the foreclosure of the property known as 176 Congress with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

236. Upon information and belief, this mortgage fell into default at some time prior to April 13, 2004 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 405/Book 5213.

237. That, upon information and belief, Citiscape did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 176 Congress after the mortgage fell into default.

238. Upon information and belief, the mortgagor vacated and surrendered the property to Citiscape with the expectation that Citiscape would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

239. That any inspection and entry upon the premises known as 176 Congress having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Citiscape, was permissible and authorized as a right of the mortgagee according to

provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12723/Page 1311 on October 10, 1996.

240. That Citiscape maintained the status of "mortgagee in possession" of 176 Congress from the time of their entry upon the property after the mortgage came into default, approximately April 13, 2004, and possibly earlier, through and including November 16, 2007, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes, for the purposes of facilitating the demolition thereof.

241. During the time between April 13, 2004 and November 16, 2007 the structure(s) at 176 Congress became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

242. During the time between April 13, 2004 and November 16, 2007, the structure(s) at 176 Congress was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagors appearing on title were cited for these violations, did appear in response to them, and did indicate that they had consented to the mortgagor taking possession of the property. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

243. That upon information and belief, the Citiscape permitted, suffered and allowed the aforesaid building(s) located at 176 Congress to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and

welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

244. That the City of Buffalo did possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 176 Congress and to recover the expenses and costs attributable and incurred by City of Buffalo from Citiscape and did proceed to do so on or about February 17, 2009 at a cost of approximately \$27,300.00.

245. That the Defendant, CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC, is and was at all times hereinafter alleged, a Delaware Limited Liability Company with its principal place of business at 335 Madison Avenue, 19 Fl., New York, New York 10017 and conducted business in the City of Buffalo, County of Erie, State of New York.

246. That on or about October 2, 2002, CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC, (hereinafter "C-BASS") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 57 Wasmuth in the City of Buffalo, New York.

247. Upon information and belief, C-BASS did not complete the foreclosure of the property known as 57 Wasmuth with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

248. Upon information and belief, this mortgage fell into default at some time prior to April 10, 2002 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 402/Book 7090.

249. That, upon information and belief, C-BASS did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 57 Wasmuth after the mortgage fell into default.

250. Upon information and belief, the mortgagor vacated and surrendered the property to C-BASS with the expectation that C-BASS would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

251. That any inspection and entry upon the premises known as C-BASS having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of C-BASS was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12858/Page 1121 on October 8, 1999.

252. That C-BASS maintained the status of "mortgagee in possession" of 57 Wasmuth from the time of their entry upon the property after the mortgage came into default, approximately April 10, 2002, and possibly earlier, through and including October 2, 2002, at which time C-BASS became the legal and/or equitable owner of the property when it submitted the high bid at a referee's auction. C-BASS continued to be the legal and/or equitable owner of 57 Wasmuth until the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes on November 13, 2006, for the purposes of facilitating the demolition thereof.

253. During the time between April 10, 2002 and November 13, 2006 the structure(s) at 57 Wasmuth became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

254. During the time between April 10, 2002 and November 13, 2006 the structure(s) at 57 Wasmuth was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The Code Enforcement Official had personal contact with the mortgagor during this time and did believe that the property was under the control of the foreclosing lender.

255. That upon information and belief, the C-BASS permitted, suffered and allowed the aforesaid building(s) located at 57 Wasmuth to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

256. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 57 Wasmuth and to recover the expenses and costs attributable and incurred by City of Buffalo from C-BASS.

257. That the Defendant, DEUTSCHE BANK NATIONAL TRUST COMPANY, is and was at all times hereinafter alleged a Federal Reserve Member with its principal place of business at 60 Wall Street, New York, New York 10005 and conducted business in the City of Buffalo, County of Erie, State of New York.

258. That on or about April 27, 2004, DEUTSCHE BANK NATIONAL TRUST COMPANY, f/k/a Bankers Trust of California, NA, as Trustee of Aames Mortgage Trust 2002-1 Mortgage Pass-Through Certificates, Series 2002-1, (hereinafter, "Deutsche Bank-223 Stanislaus") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 223 Stanislaus in the City of Buffalo, New York.

259. Upon information and belief, Deutsche Bank-223 Stanislaus did not complete the foreclosure of the property known as 223 Stanislaus with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

260. Upon information and belief, this mortgage fell into default at some time prior to May 8, 2003 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 404/Book 2241.

261. That, upon information and belief, Deutsche Bank-223 Stanislaus did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 223 Stanislaus after the mortgage fell into default.

262. Upon information and belief, the mortgagor vacated and surrendered the property to Deutsche Bank-223 Stanislaus with the expectation that Deutsche Bank-223 Stanislaus would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

263. That any inspection and entry upon the premises known as Deutsche Bank-223 Stanislaus having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Deutsche Bank-223 Stanislaus was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12978/Page 7562 on February 21, 2002.

264. That Deutsche Bank-223 Stanislaus maintained the status of "mortgagee in possession" of 223 Stanislaus from the time of their entry upon the property after the mortgage came into default, approximately May 8, 2003, and possibly earlier, through and including November 16, 2005, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

265. During the time between May 8, 2003, and November 16, 2005 the structure(s) at 223 Stanislaus became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

266. During the time between May 8, 2003, and November 16, 2005 the structure(s) at 223 Stanislaus was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

267. That upon information and belief, the Deutsche Bank-223 Stanislaus permitted, suffered and allowed the aforesaid building(s) located at 223 Stanislaus to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

268. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 223 Stanislaus and to recover the expenses and costs attributable and incurred by City of Buffalo from Deutsche Bank-223 Stanislaus, and it did so on or about November 10, 2007 at a cost of approximately \$18,750.00.

269. That the Defendant, DEUTSCHE BANK NATIONAL TRUST COMPANY, is and was at all times hereinafter alleged a Federal Reserve Member with its principal place of business at 60 Wall Street, New York, New York 10005 and conducted business in the City of Buffalo, County of Erie, State of New York.

270. That on or about April 27, 2004, DEUTSCHE BANK NATIONAL TRUST COMPANY, f/k/a Bankers Trust of California, NA, as Trustee of Aames Mortgage Trust 2002-1 Mortgage Pass-Through Certificates, Series 2002-1, (hereinafter, "Deutsche Bank-223 Stanislaus") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 223 Stanislaus in the City of Buffalo, New York.

271. Upon information and belief, Deutsche Bank-223 Stanislaus did not complete the foreclosure of the property known as 223 Stanislaus with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite

having sought and being granted the requisite legal authority, dominion and control over the property to do so.

272. Upon information and belief, this mortgage fell into default at some time prior to May 8, 2003 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 404/Book 2241.

273. That, upon information and belief, Deutsche Bank-223 Stanislaus did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 223 Stanislaus after the mortgage fell into default.

274. Upon information and belief, the mortgagor vacated and surrendered the property to Deutsche Bank-223 Stanislaus with the expectation that Deutsche Bank-223 Stanislaus would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

275. That any inspection and entry upon the premises known as 223 Stanislaus having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Deutsche Bank-223 Stanislaus was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12978/Page 7562 on February 21, 2002.

276. That Deutsche Bank-223 Stanislaus maintained the status of "mortgagee in possession" of 223 Stanislaus from the time of their entry upon the property after the mortgage came into default, approximately May 8, 2003, and possibly earlier, through

and including November 16, 2005, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

277. During the time between May 8, 2003, and November 16, 2005, the structure(s) at 223 Stanislaus became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

278. During the time between May 8, 2003, and November 16, 2005, the structure(s) at 223 Stanislaus was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

279. That upon information and belief, the Deutsche Bank-223 Stanislaus permitted, suffered and allowed the aforesaid building(s) located at 223 Stanislaus to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

280. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 223 Stanislaus and to recover the expenses and costs attributable and

incurred by City of Buffalo from Deutsche Bank-223 Stanislaus, and it did so on or about November 10, 2007 at a cost of approximately \$18,750.00.

281. That the Defendant, AMERICAN BUSINESS CREDIT, INC., is and was at all times hereinafter alleged, a Pennsylvania corporation with its principal place of business at 100 Penn Square East, Philadelphia Pennsylvania 19107, and conducted business in the City of Buffalo, County of Erie, State of New York.

282. That on or about July 19, 2004, "AMERICAN BUSINESS CREDIT, INC." (hereinafter "BONY-1477 Delavan") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 1477 East Delavan in the City of Buffalo, New York.

283. Upon information and belief, BONY-1477 Delavan did not complete the foreclosure of the property known as 1477 East Delavan with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

284. Upon information and belief, this mortgage fell into default at some time prior to October 25, 2005 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 408/Book 1006.

285. That, upon information and belief, BONY-1477 Delavan did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 1477 East Delavan after the mortgage fell into default.

286. Upon information and belief, the mortgagor vacated and surrendered the property to BONY-1477 Delavan with the expectation that BONY-1477 Delavan would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

287. That any inspection and entry upon the premises known as 1477 East Delavan having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of BONY-1477 Delavan was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12995/Page 8026 on May 23, 2002.

288. That BONY-1477 Delavan maintained the status of "mortgagee in possession" of 1477 East Delavan from the time of their entry upon the property after the mortgage came into default, approximately October 25, 2005, and possibly earlier, through and including November 8, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

289. During the time between May 8, 2003, and November 8, 2006 the structure(s) at 1477 East Delavan became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

290. During the time between May 8, 2003, and November 8, 2006 the structure(s) at 1477 East Delavan was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo

City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

291. That upon information and belief, the BONY-1477 Delavan permitted, suffered and allowed the aforesaid building(s) located at 1477 East Delavan to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

292. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 1477 East Delavan and to recover the expenses and costs attributable and incurred by City of Buffalo from BONY-1477 Delavan, and it did so on or about May 30, 2007 at a cost of approximately \$52,750.00.

293. That the Defendant, EMC MORTGAGE CORPORATION, is and was at all times hereinafter alleged, a Delaware corporation with its principal place of business at 2780 Lake Vista Drive, Lewisville, Texas, 75067 and conducted business in the City of Buffalo, County of Erie, State of New York.

294. That on or about February 8, 2005, EMC MORTGAGE CORPORATION, (hereinafter "EMC") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 16 Roebling in the City of Buffalo, New York; and that on February 8, 2005 a Referee's auction was held for 16 Roebling and thereafter EMC recorded its deed to the property on April 14, 2005 at Book 11093/Page 7080.

295. That EMC owned 16 Roebing 8, 2005 through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

296. During the time between February 8, 2005, and November 13, 2006, the structure(s) at 16 Roebing became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

297. During the time between February 8, 2005, and November 13, 2006, the structure(s) at 16 Roebing was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. EMC was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

298. That upon information and belief, the EMC permitted, suffered and allowed the aforesaid building(s) located at 16 Roebing to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

299. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 16 Roebing and to recover the expenses and costs attributable and incurred by City of Buffalo from EMC.

300. That on or about October 3, 2002, BANKER'S TRUST COMPANY, NA as Custodian or Trustee (hereinafter "EMC/Banker's Trust"), was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 83 Texas in the City of Buffalo which was recorded in the Erie County Clerk's Office on October 15, 2002 with CFN# 200210150225.

301. Upon information and belief, EMC/Banker's Trust did not complete the foreclosure of the property known as 83 Texas with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

302. Upon information and belief, this mortgage fell into default at some time prior to October 6, 2000 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 400/Book 5135.

303. That, upon information and belief, EMC/Banker's Trust did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 83 Texas after the mortgage fell into default. Upon information and belief, one of the mortgagors was present at the property when an individual on behalf of "the bank" came to the property to inspect and secure it and the mortgagor promptly vacated without objection.

304. Upon information and belief, the mortgagor vacated and surrendered the property to EMC/Banker's Trust with the expectation that EMC/Banker's Trust would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

305. That any inspection and entry upon the premises known as 83 Texas having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of EMC/Banker's Trust was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12807/Page 4280 on September 28, 1998.

306. That EMC/Banker's Trust maintained the status of "mortgagee in possession" of 83 Texas from the time of their entry upon the property after the mortgage came into default, approximately October 6, 2000, and possibly earlier, through and including November 16, 2005, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

307. During the time between October 6, 2000, and November 16, 2005, the structure(s) at 83 Texas became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

308. During the time between October 6, 2000, and November 16, 2005, the structure(s) at 83 Texas was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. Upon information and belief, notices of violation were also sent to EMC/Banker's Trust. During these proceedings in Buffalo Housing Court, a

certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

309. That upon information and belief, the EMC/Banker's Trust permitted, suffered and allowed the aforesaid building(s) located at 83 Texas to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

310. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 83 Texas and to recover the expenses and costs attributable and incurred by City of Buffalo from EMC/Banker's Trust, and it did so on or about February 2, 2007 at a cost of approximately \$17,000.00.

311. That the Defendant, NORWEST BANK MINNESOTA NA, N/K/A Wells Fargo Bank Minnesota National Association is and was at all times hereinafter alleged, a national association duly organized and existing under the laws of the United States of America, with its principal place of business at 420 Montgomery Street, San Francisco, California 94104 and conducted business in the City of Buffalo, County of Erie, State of New York.

312. That on or about June 29, 2000, NORWEST BANK MINNESOTA NA, as Trustee of Salomon Brothers Mortgage Securities VII, Inc. Asset-backed Floating Rate Certificates, Series 1997-AQ2 Under Pooling and Servicing Agreement Dated as of November 1, 1997, (hereinafter, "Norwest") was granted a Referee's Deed in Foreclosure

for the property know as 31 Stanton in the City of Buffalo, New York and thereby was the owner of said property.

313. That Norwest owned 31 Stanton from June 29, 2000 through and including November 13, 2005, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

314. During the time between February 8, 2005, and November 13, 2005, the structure(s) at 31 Stanton became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

315. During the time between February 8, 2005, and November 13, 2005, the structure(s) at 31 Stanton was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. Upon information and belief, Norwest was sent a notice of these violations.

316. That upon information and belief, the Norwest permitted, suffered and allowed the aforesaid building(s) located at 31 Stanton to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

317. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as Norwest and to recover the expenses and costs attributable and

incurred by City of Buffalo from Norwest, and that the City did demolish the structure on or about January 26, 2009 at a cost of approximately \$16,200.00.

318. That the Defendant, EMPIRE DEVELOPMENT, LLC, is and was at all times hereinafter alleged, a California Limited Liability Company with its principal place of business at 1450 Midvale Avenue, #101, Los Angeles, California 90024 and conducted business in the City of Buffalo, County of Erie, State of New York.

319. That on or about June 1, 2005, EMPIRE DEVELOPMENT, LLC (hereinafter "Empire") was granted a Referee's Deed in Foreclosure for the property know as 1259 East Ferry in the City of Buffalo, New York and thereby was the owner of said property.

320. That Empire owned 1259 East Ferry from June 1, 2005 through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

321. During the time between June 1, 2005, and November 13, 2006, the structure(s) at 1259 East Ferry became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

322. During the time between June 1, 2005, and November 13, 2006, the structure(s) at 1259 East Ferry was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code.

323. That upon information and belief, the Empire permitted, suffered and allowed the aforesaid building(s) located at 1259 East Ferry to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

324. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 1259 East Ferry and to recover the expenses and costs attributable and incurred by City of Buffalo from Empire, and that the City did demolish the structure(s) on or about January 8, 2009 at a cost of approximately \$15,000.00.

325. That the Defendant, GE CAPITAL MORTGAGE SERVICES, INC., is and was at all times hereinafter alleged, a New Jersey corporation with its principal place of business at 3 Executive Campus, Cherry Hill, New Jersey, 08002 and conducted business in the City of Buffalo, County of Erie, State of New York.

326. That on or about December 14, 2001, GE CAPITAL MORTGAGE SERVICES, INC. (hereinafter "GE Capital") was granted a Referee's Deed in Foreclosure for the property know as 115 Northampton in the City of Buffalo, New York and thereby was the owner of said property.

327. During the time between December 14, 2001, and November 13, 2005, the structure(s) at 115 Northampton became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

328. During the time between February 8, 2005, and November 13, 2005, the structure(s) at 115 Northampton was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. Upon information and belief, GE Capital was sent a notice of these violations and cited for them. Upon information and belief, during these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

329. That upon information and belief, the GE Capital permitted, suffered and allowed the aforesaid building(s) located at 115 Northampton to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

330. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 115 Northampton and to recover the expenses and costs attributable and incurred by City of Buffalo from GE Capital, and that the City did demolish the structure on or about July 15, 2008 at a cost of approximately \$20,800.00.

331. That the Defendant, FCI NATIONAL FUND II, LLC, is and was at all times hereinafter alleged, a California Limited Liability Company with its principal place of business at 8180 East Kaiser Blvd, Anaheim Hills, California 92808 and conducted business in the City of Buffalo, County of Erie, State of New York.

332. That on or about March 15, 2006, FCI NATIONAL FUND II, LLC (hereinafter "FCI") was granted a Deed for the property know as 129 Victoria in the City of Buffalo, New York and thereby was the owner, of said property.

333. During the time between March 15, 2006, and November 13, 2006, the structure(s) at 129 Victoria became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

334. During the time between March 15, 2006, and November 13, 2006, the structure(s) at 129 Victoria was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. Upon information and belief, 129 Victoria was sent a notice of these violations and cited for them. Upon information and belief, during these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

335. That upon information and belief, the FCI permitted, suffered and allowed the aforesaid building(s) located at 129 Victoria to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

336. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 129 Victoria and to recover the expenses and costs attributable and incurred by City of Buffalo from FCI.

337. That the Defendant, FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, is and was at all times hereinafter alleged, a National Association with its principal place of business at 1100 Corporate Center Drive, Raleigh, North Carolina 27607 and conducted business in the City of Buffalo, County of Erie, State of New York.

338. That on or about October 29, 2001, "FIRST UNION NATIONAL BANK OF DELAWARE" (hereinafter "First Union-Wachovia") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 109 Scoville in the City of Buffalo, New York.

339. Upon information and belief, First Union-Wachovia did not complete the foreclosure of the property known as 109 Scoville with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

340. Upon information and belief, this mortgage fell into default at some time prior to May 21, 2001 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 401/Book 3772.

341. That, upon information and belief, First Union-Wachovia did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 109 Scoville after the mortgage fell into default.

342. Upon information and belief, the mortgagor vacated and surrendered the property to First Union-Wachovia with the expectation that First Union-Wachovia would

be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

343. That any inspection and entry upon the premises known as First Union-Wachovia having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of First Union-Wachovia was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12891/Page 5653 on August 8, 2000.

344. That First Union-Wachovia maintained the status of "mortgagee in possession" of 109 Scoville from the time of their entry upon the property after the mortgage came into default, approximately May 21, 2001, and possibly earlier, through and including the present day, title to the property has not transferred.

345. During the time since May 21, 2001, structure(s) at 109 Scoville has continued to be dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

346. During the time after May 21, 2001, the structure(s) at 109 Scoville was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

347. That upon information and belief, the First Union-Wachovia permitted, suffered and allowed the aforesaid building(s) located at 109 Scoville to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

348. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 109 Scoville and to recover the expenses and costs attributable and incurred by City of Buffalo from First Union-Wachovia, and it did so on or about February 22, 2007 at a cost of approximately \$18,000.00.

349. That on or about January 23, 2002, "FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA," was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 160/162 French in the City of Buffalo, New York.

350. Upon information and belief, First Union-Wachovia did not complete the foreclosure of the property known as 160/162 French with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

351. Upon information and belief, this mortgage fell into default at some time prior to July 14, 2001 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 401/Book 5600.

352. That, upon information and belief, First Union-Wachovia did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 160/162 French after the mortgage fell into default.

353. Upon information and belief, the mortgagor vacated and surrendered the property to First Union-Wachovia with the expectation that First Union-Wachovia would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

354. That any inspection and entry upon the premises known as First Union-Wachovia having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of First Union-Wachovia was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12798/Page 4051 on July 27, 1998.

355. That First Union-Wachovia maintained the status of "mortgagee in possession" of 160/162 French from the time of their entry upon the property after the mortgage came into default, approximately July 14, 2001, and possibly earlier, through and including the present day, title to the property has not transferred.

356. During the time since July 14, 2001, the structure(s) at 160/162 French have continued to be dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

357. During the time after July 14, 2001, the structure(s) at 160/162 French were inspected by certified New York State Code Enforcement Official(s) and were found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. During these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

358. That upon information and belief, the First Union-Wachovia permitted, suffered and allowed the aforesaid building(s) located at 160/162 French to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

359. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as July 14, 2001 and to recover the expenses and costs attributable and incurred by City of Buffalo from First Union-Wachovia.

360. That the Defendant, IMC MORTGAGE COMPANY, is and was at all times hereinafter alleged, a Florida corporation with its principal place of business at 10014 N. Dale Marby #101, Tampa, Florida, 33618 and conducted business in the City of Buffalo, County of Erie, State of New York.

361. That on or about August 2, 2001, IMC MORTGAGE COMPANY, ("IMC") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 180 East Utica in the City of Buffalo, New York.

362. Upon information and belief, IMC did not complete the foreclosure of the property known as 180 East Utica with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

363. Upon information and belief, this mortgage fell into default at some time prior to November 29, 2000 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 400/Book 7035.

364. That, upon information and belief, IMC did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 180 East Utica after the mortgage fell into default.

365. Upon information and belief, the mortgagor vacated and surrendered the property to IMC with the expectation that IMC would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

366. That any inspection and entry upon the premises known as 180 East Utica having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of IMC was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12804/Page 9082 on September 9, 1998.

367. That IMC maintained the status of "mortgagee in possession" of 180 East Utica from the time of their entry upon the property after the mortgage came into default,

approximately November 29, 2000, and possibly earlier, through and including November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

368. During the time between November 29, 2000, and November 13, 2006 the structure(s) at 180 East Utica became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

369. During the time between November 29, 2000, and November 13, 2006 the structure(s) at 180 East Utica was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. Upon information and belief, during these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

370. That upon information and belief, the IMC permitted, suffered and allowed the aforesaid building(s) located at 180 East Utica to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

371. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 180 East Utica and to recover the expenses and costs attributable and

incurred by City of Buffalo from IMC, and it did so on or about on or about July 24, 2008 at a cost of approximately \$22,300.00.

372. That the Defendant, THE PROVIDENT BANK d/b/a PCFS, is and was at all times hereinafter alleged, a Ohio corporation with its principal place of business at 1 E 4th Street, MS 201A, Cincinnati, Ohio, 45202 and conducted business in the City of Buffalo, County of Erie, State of New York.

373. That on or about May 7, 2002, THE PROVIDENT BANK d/b/a PCFS, ("Provident") was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 92 Swinburne in the City of Buffalo, New York.

374. Upon information and belief, Provident did not complete the foreclosure of the property known as 92 Swinburne with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and being granted the requisite legal authority, dominion and control over the property to do so.

375. Upon information and belief, this mortgage fell into default at some time prior to December 18, 2001 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 402/Book 2276.

376. That, upon information and belief, Provident did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 92 Swinburne after the mortgage fell into default.

377. Upon information and belief, the mortgagor vacated and surrendered the property to Provident with the expectation that Provident would be taking title in the near

future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

378. That any inspection and entry upon the premises known as 92 Swinburne having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of Provident was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12883/Page 905 on May 30, 2000.

379. That Provident maintained the status of "mortgagee in possession" of 92 Swinburne from the time of their entry upon the property after the mortgage came into default, approximately November 29, 2000, and possibly earlier, through and including the present day, as it appears that title has not transferred.

380. During the time since November 29, 2000 the structure(s) at 92 Swinburne became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

381. During the time since November 29, 2000 the structure(s) at 92 Swinburne was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. Upon information and belief, during these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

382. That upon information and belief, the Provident permitted, suffered and allowed the aforesaid building(s) located at 92 Swinburne to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

383. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 92 Swinburne and to recover the expenses and costs attributable and incurred by City of Buffalo from Provident.

384. That the Defendant, UNITED COMPANIES LENDING CORP., is and was at all times hereinafter alleged, a Louisiana corporation with its principal place of business at 8549 United Plaza Boulevard, Baton Rouge, Louisiana, 70809 and conducted business in the City of Buffalo, County of Erie, State of New York.

385. That on or about April 16, 1999, UNITED COMPANIES LENDING CORP. ("UC Lending") was granted a Referee's Deed in Foreclosure for the property know as 26 Howlett in the City of Buffalo, New York and thereby was the owner of said property.

386. During the time since April 16, 1999, and the present day the structure(s) at 26 Howlett have continued to be dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

387. During the time between April 16, 1999, and the present day the structure(s) at 26 Howlett was inspected by certified New York State Code Enforcement

Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. Upon information and belief, UC Lending was sent a notice of these violations and cited for them. Upon information and belief, during these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished and it was so ordered.

388. That upon information and belief, the UC Lending permitted, suffered and allowed the aforesaid building(s) located at 26 Howlett to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

389. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 26 Howlett and to recover the expenses and costs attributable and incurred by City of Buffalo from UC Lending, and that the City did demolish the structure on or about July 17, 2006 at a cost of approximately \$22,000.00.

390. That on or about August 14, 2001, UNITED COMPANIES LENDING CORP. was granted a Judgment of Foreclosure and Sale and a referee was appointed to sell the property known as 57 Herman in the City of Buffalo, New York.

391. Upon information and belief, UC Lending did not complete the foreclosure of the property known as 57 Herman with a referee's auction and sale of the property, as ordered in the Judgment of Foreclosure and Sale, despite having sought and

being granted the requisite legal authority, dominion and control over the property to do so.

392. Upon information and belief, this mortgage fell into default at some time prior to September 13, 1999 at which time a Notice of Pendency of Foreclosure was recorded in the Erie County Clerk's office at Liber 399/Book 655.

393. That, upon information and belief, UC Lending did conform to standard industry practice and did authorize an agent, employee, or other person(s) to act on its behalf to conduct inspection, enter, and/or secure the premises at 57 Herman after the mortgage fell into default.

394. Upon information and belief, the mortgagor vacated and surrendered the property to UC Lending with the expectation that UC Lending would be taking title in the near future, as a layperson would understand the plain meaning of the mortgage instrument and in reasonable, detrimental reliance thereupon.

395. That any inspection and entry upon the premises known as 57 Herman having taken place after the default of the mortgage, by the agent, employee, or other person(s) authorized by and/or otherwise acting on the behalf and for the benefit of UC Lending was permissible and authorized as a right of the mortgagee according to provisions set forth in the subject mortgage, recorded in the Erie County Clerk's office at Liber 12711/Page 5281 on July 1, 1996.

396. That UC Lending maintained the status of "mortgagee in possession" of 57 Herman from the time of their entry upon the property after the mortgage came into default, approximately September 13, 1999 and possibly earlier, through and including

November 13, 2006, at which time the City of Buffalo took the property through *in rem* foreclosure for unpaid taxes and for the purposes of facilitating the demolition thereof.

397. During the time between September 13, 1999, and November 13, 2006 the structure(s) at 57 Herman became so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, so as to require demolition as the only viable means to remediate these conditions.

398. During the time between September 13, 1999, and November 13, 2006, the structure(s) at 57 Herman was inspected by certified New York State Code Enforcement Official(s) and was found to be in violation several sections of the Buffalo City Code and/or New York State Property Maintenance Code. The mortgagor appearing on title was cited for these violations. Upon information and belief, during these proceedings in Buffalo Housing Court, a certified New York State Code Enforcement Official(s) recommended that the property be demolished.

399. That upon information and belief, the UC Lending permitted, suffered and allowed the aforesaid building(s) located at 57 Herman to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and so as to require demolition as the only viable means to remediate these conditions.

400. That the City of Buffalo does possess the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 57 Herman and to recover the expenses and costs attributable and incurred by City of Buffalo from UC Lending and it did so on or about on or about September 15, 2008 at a cost of approximately \$17,000.00.

**AND AS FOR A FIRST CAUSE OF ACTION AGAINST ALL
DEFENDANTS NAMED HEREIN**

401. Plaintiff realleges paragraphs numbered 1 through 400 as if fully set forth.

402. Pursuant to Chapter 113, Section 14 of the Code of the City of Buffalo, each and every individual, entity, corporation or firm that is the owner, occupant, mortgagee in possession, and/or who did exercise dominion and control over premises at the time said premises became abandoned, dilapidated, deteriorated and/or decayed is personally liable to the City of Buffalo for the cost of the demolition, including the incidental charges for the plugging of water and sewer lines incurred by the City of Buffalo; and as set forth above with specific regard to each Defendant as if fully set forth here now, each Defendant did become a mortgagee in possession, owner, and/or did exercise dominion and control over their subject properties at the time such properties did become abandoned, dilapidated, deteriorated and/or decayed; therefore, the City of Buffalo is entitled to the full costs of demolition and all incidental costs related thereto from each and every Defendant; and the City is authorized pursuant to General Municipal Law Section 78b to bring the present action for these purposes.

**AND AS FOR A SECOND CAUSE OF ACTION AGAINST ALL
DEFENDANTS NAMED HEREIN**

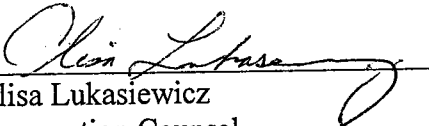
403. Plaintiff realleges paragraphs numbered 1 through 402 as if fully set forth herein.

404. Each of the named Defendants by their actions and/or omissions enumerated in Paragraphs 1 through 430, and by virtue of their status as specified above as if fully set forth now as either mortgagees in possession, in dominion and control,

and/or owners of their respective subject properties did cause to exist or allow to exist an ongoing, continuous, and unabated nuisance at each of the specified premises and, therefore, are liable to the City of Buffalo under the common law of nuisances for all costs related to the abatement of said public nuisances, including but not limited to the demolition of the enumerated properties; and the City is authorized pursuant to General Municipal Law Section 78b to bring the present action for these purposes;

WHEREFORE, the Plaintiff demands judgment against the Defendants for costs of nuisance abatement, including but not limited to demolition costs, as well as any and all other losses and costs borne by the Plaintiff as a result of nuisances caused or allowed to exist by Defendants, together with other such other costs, attorneys fees, and all applicable interest and such further relief as the Court deems just and proper; and that if evidence be discovered that tends prove that any Defendant now alleged to be a mortgagee in possession had become an owner of a respective property, that the Plaintiff be granted leave to amend this Complaint accordingly.

Dated: March 31, 2009

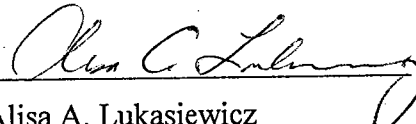

Alisa Lukasiewicz
Corporation Counsel
Attorney for Plaintiff
The City of Buffalo
1100 City Hall
65 Niagara Square
Buffalo, New York 14202-3379

ATTORNEY VERIFICATION

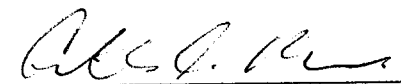
STATE OF NEW YORK)
COUNTY OF ERIE) ss:
CITY OF BUFFALO)

Alisa A. Lukasiewicz, being duly sworn deposes and says:

1. That I am an Attorney at Law licensed to practice in the State of New York and am employed by the City of Buffalo as Corporation Counsel.
2. I represent the Plaintiffs City of Buffalo and Mayor Byron W. Brown.
3. That I am fully familiar with the facts and circumstances of this Verified Complaint.
4. That matters contained in the Verified Complaint are of Deponent's own knowledge except for those matters therein stated to be alleged upon information and belief and as to those matters that Deponent believes them to be true.


Alisa A. Lukasiewicz

Sworn to before me this
31st Day of March, 2009.



Notary Public
Catherine A. Miller
Notary Public, State of New York
Qualified in Erie County
Commission Expires August 12, 2010.