



GREENE COUNTY – STATE OF NEW YORK
 MARILYN FARRELL COUNTY CLERK
 411 MAIN STREET CATSKILL, NEW YORK 12414

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: D2024-1336

Receipt#: 20240239249
 Clerk: MF
 Rec Date: 06/20/2024 11:07:23 AM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 8
 Rec'd Frm: SIMPLIFILE

Party1: MORRIS ANNIE BY AIF
 MORRIS JOHN J AIF
 Party2: SECRETARY OF HOUSING AND URBAN
 DEVELOPMENT
 Town: GREENVILLE
 12.11-1-9

Recording:

Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice of Transfer of Sal	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 220.00

Transfer Tax
 Transfer Tax - State 0.00

Sub Total: 0.00

Total: 220.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 2141
 Exempt
 Consideration: 129803.51

Total: 0.00

Record and Return To:

SIMPLIFILE

THIS PAGE CONSTITUTES THE CLERK'S
 ENDORSEMENT, REQUIRED BY SECTION 316-a
 (5) & 319 OF THE REAL PROPERTY LAW OF
 THE STATE OF NEW YORK.

Marilyn Farrell
 Greene County Clerk

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 27th day of December, 2023 by **ANNIE MORRIS, AN UNMARRIED WOMAN**, whose address is **41 Aristotle Way, East Windsor, NY 08512** herein called the Grantor, to **SECRETARY OF HOUSING AND URBAN DEVELOPMENT** whose address is **451 7TH Street SW, Washington, DC 20410-0000** hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the Unpaid Principal Balance **\$129,803.51** and other valuable considerations, paid by the Grantee, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **GREENE COUNTY**, State of New York, viz.:

ALL THAT PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF GREENVILLE, COUNTY OF GREENE AND STATE OF NEW YORK, KNOWN AS TOWN HOUSE LOT #36, A SINGLE FAMILY HOME SITUATE AT 171 COUNTRY ESTATES ROAD, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEASTERLY CORNER OF LOT 36 AND THE SOUTHEASTERLY CORNER OF LOT 35, PHASE 1B GREENVILLE COUNTRY ESTATES, SAID POINT OF BEGINNING ALSO BEING LOCATED ON THE WESTERLY SIDE OF COUNTRY ESTATES ROAD, AND RUNS THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERLY SIDE OF SAID COUNTRY ESTATES ROAD S 42° 17' 35" W 100.0' TO THE SOUTHEASTERLY CORNER OF SAID LOT 36 AND THE NORTHEASTERLY CORNER OF LOT 37, THENCE ALONG THE NORTHERLY BOUNDARY OF SIDE LOT 37 N 47° 42' 25" W 151.74' TO A POINT AT THE SOUTHWESTERLY CORNER OF SAID LOT 36 AND THE NORTHWESTERLY CORNER OF SAID LOT 37; THENCE ALONG THE WESTERLY BOUNDARY OF SIDE LOT 36 N 41° 15' 00" E 100.02' TO A POINT AT THE NORTHWESTERLY CORNER OF SAID LOT 36 AND THE SOUTHWESTERLY CORNER OF SAID LOT 35; THENCE ALONG THE SOUTHERLY BOUNDARY OF SIDE LOT 35 S 47° 42' 25" E 153.56' TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 15,265 SQUARE FEET OF LAND BE THE SAME MORE OR LESS.

IT BEING THE INTENTION HEREIN TO DESCRIBE LOT #36, PHASE 2, OF THE GREENVILLE COUNTRY ESTATES PLANNED UNIT DEVELOPMENT.

ALL DIMENSIONS AND REFERENCES IN THE ABOVE DESCRIPTION ARE DERIVED FROM A MAP AND SURVEY OF A PORTION OF THE LANDS OF GREENVILLE COUNTRY ESTATES, LOT 36 - PHASE 1B, SAID SURVEY PREPARED BY WORTH AND OSTERTAG, LICENSED LAND SURVEYORS, MAP DRAWER 219 #68, REFILED IN CABINET 3 MAP 2003-54, SLOT 185, IN THE GREENE COUNTY CLERK'S OFFICE.

TAX ID: 12.11-1-9

Property Address: 171 COUNTRY ESTATES RD, GREENVILLE, NY 12083

EXHIBIT "A" (ESTOPPEL CERTIFICATE) ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all right, title and interest, if any, of the Grantor in and to any streets and roads abutting above described premises to the center lines thereof.

WHEREAS, Grantor is the mortgagor of a MORTGAGE to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) SOLELY AS NOMINEE FOR GENERATION MORTGAGE COMPANY** in the amount of **\$277,500.00**, which mortgage is dated **October 21, 2011** and recorded on **November 7, 2011** as Instrument No. **343036** in Deed Book **2923**, Page **66**, said mortgage was assigned by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) SOLELY AS NOMINEE FOR GENERATION MORTGAGE COMPANY** to **SECRETARY OF HOUSING AND URBAN DEVELOPMENT** by way of an assignment dated **March 23, 2017** and recorded **April 18, 2017**, in Instrument No. **M2017-1156**, herein after referred to as "Subject Mortgage", all in the Offices of the Clerk, County of **GREENE**, State of New York.

TO HAVE AND TO HOLD, the same unto the Grantee, the heirs or successors and assigns of the grantee in fee simple forever.

THIS Deed is an absolute conveyance of title in effect as well as form, and is not a mortgage or additional security for any debt of any nature whatsoever, is for fair and adequate consideration and is given in Release of Mortgage of "Subject Mortgage" of the Public Records of **GREENE** County, New York, and the note secured thereby. **THE LENDER WILL NOT PURSUE A DEFICIENCY JUDGMENT.**

AND, the Grantor hereby covenants with said grantees that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and will hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to **2022 School Taxes and 2023 County taxes.**

AND, the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

AND, the Grantor herein, being the same person described as grantee in the deed from **ANNIE MORRIS, JOHN J MORRIS AND LYNN J. MORRIS** dated **October 11, 2011** and recorded on **October 13, 2011** as Instrument No. **341654**, in Deed book **1384**, Page **174** in the Offices of the Clerk, County of **GREENE** County, State of New York. Said premises are known and designated as **171 COUNTRY ESTATES RD, GREENVILLE, NY 12083**, and known on the tax map as **Section 12.11 Block 1, Lot 9.**

AND, this Deed is not intended to and shall not merge with the "Subject Mortgage" recorded in the Offices of the Clerk, County of **GREENE**, State of New York.

IN WITNESS WHEREOF, the said Grantor duly executed this deed the day and year first written above.

By: Annie Morris by John J. Morris, P.A.
ANNIE MORRIS by JOHN J. MORRIS as ATTORNEY

in FACT

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT
(Outside of New York State)

STATE OF New Jersey)
COUNTY OF Mercer) ss:

On the day 27th of December 2023 before me, the undersigned, personally appeared **ANNIE MORRIS by JOHN J. MORRIS as ATTORNEY in FACT** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the City of East Windsor, State of New Jersey.

William Gomez
Notary Public

WILLIAM GOMEZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 07/22/2027
COMMISSION: #50201610

ANNIE MORRIS, AN UNMARRIED WOMAN

TO

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

DEED IN LIEU OF FORECLOSURE

**Section: 12.11
Block: 1
Lot: 9
County: GREENE**

PLEASE RECORD AND RETURN TO:

**Aldridge Pite, LLP
Attn: Deed in Lieu Department
8880 Rio San Diego Dr, Suite 725
San Diego, CA 92108**

MAIL TAX STATEMENTS TO:

**Secretary of Housing and Urban Development
451 7th Street SW
Washington, DC 20410-0000**

EXHIBIT "A"
ESTOPPEL CERTIFICATE

I/We **ANNIE MORRIS, AN UNMARRIED WOMAN**, whose address is **41 Aristotle Way, East Windsor, NY 08512** being first duly sworn, deposes and says:

That undersigned Grantor(s) (collectively "Grantor") made, executed, and delivered that certain deed (the "Deed") to **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**, ("Grantee"), whose address is **451 7TH Street SW, Washington, DC 20410-0000** dated December 23, 2023, conveying the following described property, known as **171 COUNTRY ESTATES RD, GREENVILLE, NY 12083**, more particularly described as follows:

ALL THAT PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF GREENVILLE, COUNTY OF GREENE AND STATE OF NEW YORK, KNOWN AS TOWN HOUSE LOT #36, A SINGLE FAMILY HOME SITUATE AT 171 COUNTRY ESTATES ROAD, BOUNDED AND DESCRIBED AS FOLLOWS:

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CONTAINING 15,265 SQUARE FEET OF LAND BE THE SAME MORE OR LESS.

IT BEING THE INTENTION HEREIN TO DESCRIBE LOT #36, PHASE 2, OF THE GREENVILLE COUNTRY ESTATES PLANNED UNIT DEVELOPMENT.

ALL DIMENSIONS AND REFERENCES IN THE ABOVE DESCRIPTION ARE DERIVED FROM A MAP AND SURVEY OF A PORTION OF THE LANDS OF GREENVILLE COUNTRY ESTATES, LOT 36 - PHASE 1B, SAID SURVEY PREPARED BY WORTH AND OSTERTAG, LICENSED LAND SURVEYORS, MAP DRAWER 219 #68, REFILED IN CABINET 3 MAP 2003-54, SLOT 185, IN THE GREENE COUNTY CLERK'S OFFICE.

TAX ID: 12.11-1-9(the "Premises").

That the undersigned makes this Affidavit for and on behalf of the Grantor.

That the aforesaid deed is intended to be and is an absolute conveyance of title to the Premises to the Grantee in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance or security of any kind; that the Grantor has no right, option or obligation to redeem the Premises or to acquire, reacquire or repurchase any portion of the Premises or any rights or interests with respect thereto; that Grantor has vacated the Premises and that possession of said Premises has been surrendered to Grantee (or its nominees).

That the aforesaid Deed and conveyance will be made by Grantor as the result of his request that Grantee accept such Deed in extinguishment of his debt and he is free to voluntarily act; that Grantor believes that the mortgage indebtedness abovementioned represents the fair market value of the property to be deeded; that the Grantor has no active bankruptcies, that the Deed was not given as a fraudulent transfer or preference against any other creditors of the Grantor; that at the time it was given, there was no other persons or entities, other than the Grantee, interested, either directly or indirectly in the Premises; that the Grantor is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that the Grantor is not obligated upon any debt or other mortgage whereby any lien has been created or exists against the Premises, except as set forth on the current title commitment for the Premises; that Grantor in offering to execute the aforesaid Deed to the Grantee therein, and in executing the same, is not acting under any duress, undue influence, misapprehension or misinterpretation by Grantee, or the agent or attorney or any other representative and that it is the intention of Grantor as grantor in said Deed to convey all right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid Deed and conveyance made by Grantor is executed and delivered with the express understanding that its receipt by the Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the said deed and the release, satisfaction or cancellation of the lien of said mortgage are filed for record in the recorder's office of the county in which the Premises is situated, at which time the full legal and equitable title shall vest in the Grantee, but it is the intention of the parties, supported by the representations and warranties of the Grantor that the Grantee shall take unencumbered title, and therefore, the vesting of title shall not operate to effect such a merger or interest as to extinguish the mortgage lien if such extinguishment might serve to promote the priority of any subordinate interests which may be outstanding at the time of such vesting of title.

That in the execution and delivery of the Deed the Grantor fully understands the effects thereof, and acted freely and voluntarily, suffers from no mental incapacity, and was not acting under coercion, duress or undue influence.

Acceptance of this Deed by the Grantee shall not cancel the existing mortgage or security deed from the Grantor executed by **ANNIE MORRIS, AN UNMARRIED WOMAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) SOLELY AS NOMINEE FOR GENERATION MORTGAGE COMPANY** in the amount of **\$277,500.00**, which mortgage is dated **October 21, 2011** and recorded on **November 7, 2011** as Instrument No. **343036** in Deed Book **2923**, Page **66**, said mortgage was assigned by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) SOLELY AS NOMINEE FOR GENERATION MORTGAGE COMPANY** to **SECRETARY OF HOUSING AND URBAN DEVELOPMENT** by way of an assignment dated **March 23, 2017** and recorded **April 18, 2017**, in Instrument No. **M2017-1156**, of Greene County, (collectively, the "Mortgage") and shall be cancelled only by separate written instrument executed and recorded in accordance with law.

2148-125A

This affidavit is made for the protection and benefit of the aforesaid Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the Premises described in the aforesaid deed, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

That the undersigned will testify, declare, depose, and certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts hereinabove set forth.

That the undersigned has executed this Estoppel Affidavit as an individual, and if Grantor is an entity, also for and on behalf of said Grantor pursuant to the appropriate authorization of said Grantor.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

Executed on this 27th day of December, 2023

By: Annie Morris by John J. Morris, POA
ANNIE MORRIS by JOHN J. MORRIS as ATTORNEY in FACT

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT
(Outside of New York State)

STATE OF New Jersey)
COUNTY OF Mercer) ss:

On the day 27th of December 2023 before me, the undersigned, personally appeared **ANNIE MORRIS by JOHN J. MORRIS as ATTORNEY in FACT** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the City of East Windsor State of New Jersey.

William Gomez
Notary Public

2148-125A

WILLIAM GOMEZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 07/22/2027
COMMISSION: #50201610