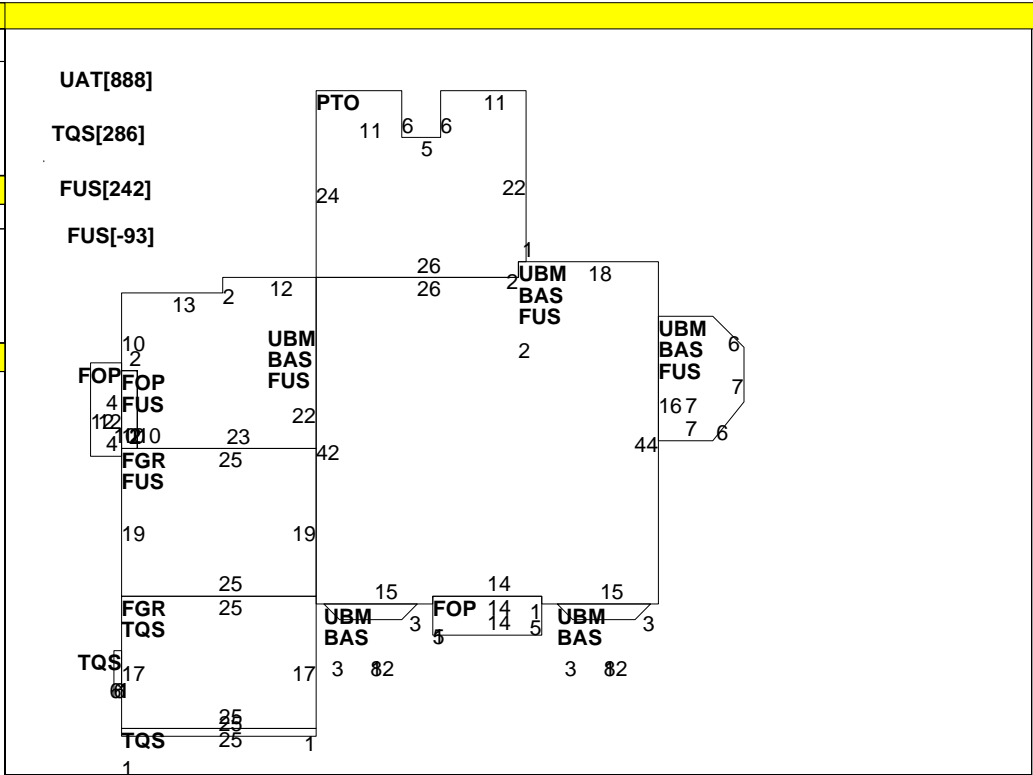


CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	03		Colonial				
Model	01		Residential	# of Kitchens			
Grade	07		Excellent +				
Occupancy	1						
Exterior Wall 1	11		Clapboard				
Exterior Wall 2							
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asphalt Shngl.				
Interior Wall 1	05		Drywall				
Interior Wall 2							
Interior Flr 1	12		Hardwood				
Interior Flr 2							
Heat Fuel	02		Oil				
Heat Type	04		Forced Air				
AC Type	03		Central				
Total Bedrooms	05		5 Bedrooms				
Total Bthrms	4						
Total Half Baths	2						
Extra Fix							
Total Rooms	12		12 Rooms				
Bath Style	02		Average				
Kitchen Style	02		Average				
Elevator							
Fireplaces	4						
Sauna							
Spa/Jet Tub	1						
Whirlpool Tub							
Cath. Ceil	93						

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value	
BAS	First Floor	2,572	2,572			381,109	
FGR	Garage	0	900			46,676	
FOP	Open Porch	0	138			4,149	
FUS	Upper Story, Finished	3,176	3,176			470,608	
PTO	Patio	0	616			9,187	
TQS	Three Quarter Story	594	742			88,017	
UAT	Attic, Unfinished	0	888			13,188	
UBM	Basement, Unfinished	0	2,572			76,163	
Ttl. Gross Liv/Lease Area:		6,342	11,604			1,089,095	



WILTON BOARD OF ASSESSMENT APPEALS APPLICATION

REAL ESTATE

October 1, 2019 Grand List



Pursuant to CT General Statutes Section 12-111,
BAA applications must be **RECEIVED** by the
Assessor's Office no later than **March 20, 2020**.

Please complete ALL sections of the application. A separate application is required for each property appeal.

Owner's Information:

Property Owner(s): Lawrence O'Halloran and Becky O'Halloran

Property Owner will be represented by: Gregory and Adams, P.C.

NOTE: If agent is used a signed authorization form from the property owner is required.

Correspondence:

Name of Person and Address to which all BAA notices and correspondence will be sent (list one only):

Name: Matthew C. Mason, Esq.

Address: Gregory and Adams, P.C.

190 Old Ridgefield Road, Wilton, CT 06897

Phone: 203-571-6308

Description of Property Being Appealed:

NOTE: One application per property being appealed

Map: 31

Lot: 25

Account #: 004977

Property Location: 65 Hurlbutt Street, Wilton, CT 06897

Property Type:

Residential:

☒

Commercial:

☐

Reason for Appeal:

Describe your reason for appeal: (Attach additional pages if necessary)

The subject property was listed for sale beginning 9/15/16, and taken off the market twice. It was relisted for sale on 8/29/17 at \$1,275,000. The price was decreased to \$1,199,000 on 10/18/18 and sold on 11/30/17 for \$1,125,000. Accordingly there is an arm's length sale of the subject property for \$1,125,000-within 60 days of the 10/01/2017 valuation date. See attached exhibits.

Appellant's estimate of Market Value as of October 1, 2017: 1,125,000.00

Appellant's estimate of Assessed Value as of October 1, 2017: 787,500.00
(70% of market value)

Signature:

By signing this application I hereby certify that the submitted information is true and correct to the best of my knowledge.

Matthew C. Mason

RECEIVED

3/9/2020

Signature

MAR 12 2020

Date Signed

Matthew C. Mason, Esq.

ASSESSOR'S OFFICE

Attorney/Authorized Party

Printed Name of Signer

Position of Signer

This application **MUST** be **RECEIVED** by the Assessor's Office no later than March 20, 2020
FAXED, PHOTOCOPIED OR EMAILED APPLICATIONS WILL BE DISALLOWED. ORIGINAL SIGNATURE REQUIRED.

GREGORY AND ADAMS, P.C.

ATTORNEYS AT LAW
190 OLD RIDGEFIELD ROAD
WILTON, CT 06897

JULIAN A. GREGORY
(1912 - 2002)

THOMAS T. ADAMS
(1929 - 2015)

PAUL H. BURNHAM
SUSAN L. GOLDMAN
J. VANCE HANCOCK
J. CASEY HEALY
DERREL M. MASON*
MATTHEW C. MASON*
JAMES D'ALTON MURPHY**
RALPH E. SLATER
ROGER R. VALKENBURGH *

ESTABLISHED 1964

NEW YORK OFFICE:
156 WEST 56TH STREET, NEW YORK, NY 10012
(212) 757-0434

(203) 762-9000 FAX: (203) 834-1628
WWW.GREGORYANDADAMS.COM

PLEASE REPLY TO SENDER
MATTHEW C. MASON
DIRECT DIAL: 203-571-6308
MMASON@GREGORYANDADAMS.COM

* ALSO ADMITTED IN NEW YORK
** ALSO ADMITTED IN VERMONT

March 4, 2020

Lawrence O'Halloran
Becky O'Halloran
65 Hurlbutt Street
Wilton, CT 06897

Re: *Petition to the Board of Assessment Appeals*

Premises: *65 Hurlbutt Street (Map #31 Lot 25)*

Dear Mr. and Mrs. O'Halloran:

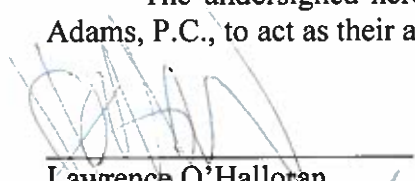
The Board of Assessment Appeals of the Town of Wilton requires a letter signed by you, as owner, authorizing Gregory and Adams, P.C., to act as your agent in connection with the above-referenced petition. Please sign the enclosed counterpart original of this letter and return same to me.

Sincerely,



Matthew C. Mason

The undersigned hereby authorizes Matthew C. Mason, or any other attorney with Gregory and Adams, P.C., to act as their agent in connection with the above-referenced petition.


Lawrence O'Halloran
Becky O'Halloran

Exhibits to the O'Halloran Tax Appeal

1. Warranty Deed from Christopher Drumgoole and Vanessa Drumgoole to Edward S. Netzhammer and April R. Netzhammer, recorded 12/6/17, for \$1,125,000.00 recorded in Book 2482, at Page 882 of the Wilton Land Records.
2. Netzhammer Mortgage Dated 11/30/17, recorded in Book 2482, at Page 886 of the Wilton Land Records.
3. Wilton Tax Assessor's Card for 65 Hurlbutt Street.
4. MLS data for 65 Hurlbutt Street, indicating an 11/30/17 closing.

After Recording Mail to:

RECORD & RETURN TO:
HASTINGS, COMAN & WALSH, LLP
440 MAIN ST
RIDGEFIELD, CT 06877

Doc ID: 000879490002 Type: LAN
BK 2482 Pg 882-883

WARRANTY DEED

To all people to whom these presents shall come, greeting:

Know ye, that Christopher Drumgoole and Vanessa Drumgoole of the Town of Wilton, County of Fairfield and State of Connecticut

for the consideration of One Million One Hundred and Twenty Five Thousand Dollars and 00/100 (\$1,125,000.00)

paid, grant to Edward S. Netzhhammer and April R. Netzhhammer, as Joint Tenants with the Rights of Survivorship

with Warranty Covenants

All those certain pieces or parcels of land, together with the buildings and improvements thereon, situated on Hurlbutt Street in the Town of Wilton, County of Fairfield and State of Connecticut as shown on the following described maps;

PARCEL 1: "Map of Property Belonging To Florence T. Littlehales in the Town of Wilton, Conn., W.E. Godfrey, Surveyor, 1930, 1.22 Acres, Scale 1" x 22'", certified substantially correct by William E. Godfrey, 4/16/30, and filed as Map No. 179 in the Wilton Town Clerk's Office.

PARCEL 2: "Map of Property Belonging to Florence T. Littlehales in the Town of Wilton, Conn., W.E. Godfrey, Surveyor, 1931, 0.12 Acres, Scale 1"x 20'", certified substantially correct by Wm. E. Godfrey, 8/22/31, and filed as Map No. 223 in the Wilton Town Clerk's Office.

Said premises are also shown and may be described as all that parcel of land together with all improvements thereon described as "T.L. 25 Area= 57,812 sq. ft. or 1.3272 Ac." on the "Map of Property Located at 65 Hurlbutt Street Prepared For Preston A. & Marina H. Stuart Wilton, Conn. Scale 1"=40' Nov. 13, 1997 by B.G. Root, Surveyor- Westport" which map is on file in the office of the Wilton Town Clerk as Map No. 5103.

Said premises are conveyed subject to:

1. Taxes on the current list which the grantees herein hereby assume and agree to pay as part consideration of this deed.
2. Notes and delineations as shown on said Map 5103.
3. Building lines, if established, building and zoning ordinances, and any and all municipal and state and federal regulations including inland wetlands regulations and provisions of any public or private law affecting said premises.

Signed this 10th day of July, 2016.

✓ [Signature]
WITNESS

× [Signature] (L.S.)
Christopher Drumgoole

✓ P. Aune
WITNESS

× Vanessa Drumgoole (L.S.)
Vanessa Drumgoole

✓ [Signature]
WITNESS

✓ P. Aune
WITNESS

Conveyance Tax Received
Alan A. Kobrak
Town Clerk of Wilton

STATE OF Florida
COUNTY OF Miami-Dade

DATE: State \$ 10,063.50
Town \$ 2,812.50

On this the 10th day of July, 2016, before me, the undersigned officer, personally appeared Christopher Drumgoole, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof I hereunto set my hand.

SEAL



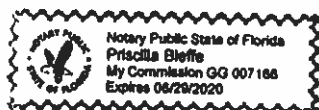
Priscilla Bluff
Notary Public
My Commission Expires: 6/29/20

STATE OF Florida
COUNTY OF Miami-Dade

DATE:

On this the 10th day of July, 2016, before me, the undersigned officer, personally appeared Vanessa Drumgoole, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof I hereunto set my hand.

SEAL



Priscilla Bluff
Notary Public
My Commission Expires: 6/29/20

Grantee's Mailing Address:

Received for Record at Wilton, CT
On 12/09/2017 At 8:42:00 am

Alan A. Kobrak

Doc ID: 000879510019 Type: LAN
BK 2482 PG 886-904

After Recording Return To:
BNY MELLON, N.A.
201 WASHINGTON STREET, 024
-0083
BOSTON, MA 02108
ATTN: BNYB TRAILING DOC

[Space Above This Line For Recording Data]

OPEN-END MORTGAGE DEED

NETZHAMMER
Loan #: 111-00000668624
Serv. #: 0002020167041
PIN: 31-25

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **NOVEMBER 30, 2017**, together with all Riders to this document.

(B) "Borrower" is **EDWARD S NETZHAMMER AND APRIL R NETZHAMMER**. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **BNY MELLON, N.A.**. Lender is a **NATIONAL ASSOCIATION HEADQUARTERED IN PENNSYLVANIA** and organized and existing under the laws of **UNITED STATES OF AMERICA**. Lender's address is **201 WASHINGTON STREET, 024-0083, BOSTON, MA 02108**. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 30, 2017**. The Note states that Borrower owes Lender **NINE HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$900,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 1, 2047**.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] _____ | |

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

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other

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charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this debt does hereby grant and convey to Lender and Lenders successors and assigns, the following described property located in the COUNTY of FAIRFIELD:

SEE ATTACHED SCHEDULE A

which currently has the address of 65 HURLBUTT STREET, WILTON, Connecticut 06897 ("Property Address").

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for:

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(a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To

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the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and

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Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

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If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it

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may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market

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value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this

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Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior

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written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and foreclosure or sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in court the non-existence of a default or any other defense of Borrower to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any of the remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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24. Waivers. Borrower waives all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisal of the Property and relinquishes all rights of curtesy and dower in the Property.

25. Future Advances. Lender is specifically permitted, at its option and in its discretion, to make additional loans and future advances under this Security Instrument as contemplated by Section 49-2(c) of the Connecticut General Statutes, and shall have all rights, powers and protections allowed thereunder.

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

ESN 11/30/17
- BORROWER - EDWARD S NETZHAMMER - DATE -

April R Netzhammer by ESN as attorney in fact
- BORROWER - APRIL R NETZHAMMER, BY EDWARD S NETZHAMMER, AS ATTORNEY-IN-FACT - DATE - 11/30/17

Signed, sealed and delivered in the presence of:

SMH
Witness Georg M Cehan

Sabrina Tannis
Witness Sabrina Tannis

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(Space Below This Line for Acknowledgment)

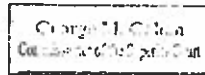
STATE OF ConnecticutCOUNTY OF Fairfield

On this 30th day of November, 2017, before me _____
George M. Cohan the undersigned officer, personally appeared
Edward S. Netzhammer individually and as Attorney-in-Fact for
April R. Netzhammer

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

(Seal)

George M. Cohan
Notary Public

Commissioner of the Superior Court

My Commission Expires: _____

MORTGAGE LOAN ORIGINATOR **DWAYNE S. BLEAM**
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER
442418
MORTGAGE LOAN ORIGINATION COMPANY **BNY MELLON, N.A.**
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER
764464

SCHEDULE A

All those certain pieces or parcels of land, together with the buildings and improvements thereon, situated on Hurlbutt Street in the Town of Wilton, County of Fairfield and State of Connecticut as shown on the following described maps;

PARCEL 1: "Map of Property Belonging To Florence T. Littlehales in the Town of Wilton, Conn., W.E. Godfrey, Surveyor, 1930, 1.22 Acres, Scale 1" x 22' ", certified substantially correct by William E. Godfrey, 4/16/30, and filed as Map No. 179 in the Wilton Town Clerk's Office.

PARCEL 2: "Map of Property Belonging to Florence T.: Littlehales in the Town of Wilton, Conn., W.E. Godfrey, Surveyor, 1931, 0.12 Acres, Scale 1" x 20' ", certified substantially correct by Wm. E. Godfrey, 8/22/31, and filed as Map No. 223 in the Wilton Town Clerk's Office.

Said premises are also shown and may be described as all that parcel of land together with all improvements thereon described as "T.L. 25 Area = 57,812 sq. ft. or 1.3272 Ac." on the "Map of Property Located at 65 Hurlbutt Street Prepared For Preston A. & Marina H. Stuart Wilton, Conn. Scale 1" = 40', Nov. 13, 1997 by B.G. Root, Surveyor - Westport" which map is on file in the office of the Wilton Town Clerk as Map No. 5103.

ADJUSTABLE RATE RIDER

NETZHAMMER

Loan #: 111-00000668624

Serv. #: 0002020167041

THIS ADJUSTABLE RATE RIDER is made on **NOVEMBER 30, 2017**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **BNY MELLON, N.A.** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

65 HURLBUTT STREET, WILTON, CT 06897
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **2.500%**. The Note provides for changes in the interest rate and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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LIBOR MONTHLY ARM RIDER

0002020167041

111-00000668624

(A) Change Dates

The interest rate I will pay may change on **JANUARY 1, 2018**, and on the first day of each month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the One Month London Interbank Offered Rate (LIBOR) as published daily in the "Money Rates" Section of *The Wall Street Journal* as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The most recently published rate in effect in *The Wall Street Journal* on the day before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The index may not be reported in *The Wall Street Journal* or any other newspaper, but will be an index about which public information is readily available. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **ONE AND ONE-FOURTH** percentage points (1.250%) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is one-sixteenth (1/16th) more or less than the nearest one-eighth (1/8th) of one percent, my interest rate for that adjustment period will be rounded to the next highest one-eighth (1/8th) of one percent.

During the first 120 months of this loan, the Note Holder will determine the amount of my new monthly payment that will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning with the Change Date on **DECEMBER 1, 2027**, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the Maturity Date at my new interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

On the first Change Date there will be no limit on the amount of the adjustment except for the Maximum or Minimum Rates. The "Maximum Rate" is **10.750%**; the "Minimum Rate" is **1.250%**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

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Page 2 of 4

LIBOR MONTHLY ARM RIDER

0002020167041

111-00000668624

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate or the amount of my monthly payment not less than twenty five (25) calendar days before the payment at the new interest rate or amount is due. The notice will include information required by law to be given to me along with the title and telephone number of a person who will answer any questions I may have regarding the notice.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

B108
15265.7

Page 3 of 4

LIBOR MONTHLY ARM RIDER

0002020167041

111-00000668624

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

ESN 11/30/17
- BORROWER - EDWARD S NETZHAMMER - DATE -
April R. Netzhammer by ESN as attorney in fact.
- BORROWER - APRIL R NETZHAMMER, BY EDWARD S NETZHAMMER, AS
ATTORNEY-IN-FACT - DATE -

11/30/17

(Sign Original Only)

B108
15265.7

Page 4 of 4

LIBOR MONTHLY ARM RIDER

Received for Record at Wilton, CT
On 12/08/2017 At 8:48:00 am

Doni A. Sabatone

EXHIBIT 3**65 HURLBUTT ST****Location** 65 HURLBUTT ST**Mblu** 31 / 25 / 1**Acct#** 004977**Owner** O'HALLORAN JAMES
LAWRENCE &**Assessment** \$947,100**Appraisal** \$1,353,000**PID** 1436**Building Count** 1**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$969,300	\$383,700	\$1,353,000
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$678,510	\$268,590	\$947,100

Owner of Record

Owner O'HALLORAN JAMES LAWRENCE &
Co-Owner O'HALLORAN BECKY AVA
Address 65 HURLBUTT ST
 WILTON, CT 06897

Sale Price \$1,112,500
Certificate
Book & Page 2495/1145
Sale Date 04/15/2019
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
O'HALLORAN JAMES LAWRENCE &	\$1,112,500		2495/1145	00	04/15/2019
NETZHAMMER EDWARD S &	\$1,125,000		2482/0882	00	12/06/2017
DRUMGOOLE CHRISTOPHER &	\$1,675,000		2387/0048	SW	07/23/2014
DAHL JASON B & JENNIFER L	\$2,075,000		1712/0131	WD	07/15/2004
EMILIO TOMAS & SONS LLC	\$600,000		1636/0147	WD	11/13/2003

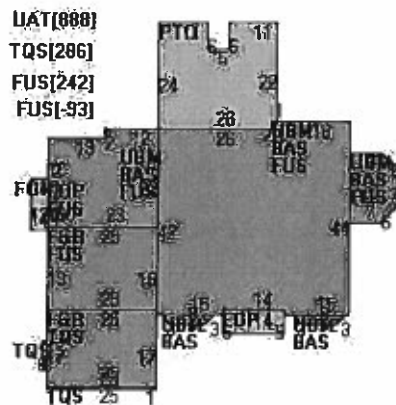
Building Information**Building 1 : Section 1****Year Built:** 2004**Building Photo**

Living Area: 6,342
Replacement Cost: \$1,089,095
Building Percent Good: 89
Replacement Cost
Less Depreciation: \$969,300



(<http://images.vgsi.com/photos/WiltonCTPhotos/A00\00183\01.jpg>)

Building Layout



(http://images.vgsi.com/photos/WiltonCTPhotos/Sketches/1436_1436.jpg)

Building Attributes	
Field	Description
Style	Colonial
Model	Residential
Grade:	Excellent +
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt Shngl.
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air
AC Type:	Central
Total Bedrooms:	5 Bedrooms
Total Bthrms:	4
Total Half Baths:	2
Total Rooms:	12 Rooms
Bath Style:	Average
Kitchen Style:	Average
Elevator	
Fireplaces	4
Sauna	
Spa/Jet Tub	1
Whirlpool Tub	
Cath. Ceil	93

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	3,176	3,176
BAS	First Floor	2,572	2,572
TQS	Three Quarter Story	742	594
FGR	Garage	900	0
FOP	Open Porch	138	0
PTO	Patio	616	0
UAT	Attic, Unfinished	888	0
UBM	Basement, Unfinished	2,572	0
		11,604	6,342

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 1-1
Description Residential
Zone R-2
Neighborhood 04
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 1.33
Frontage
Depth
Assessed Value \$268,590
Appraised Value \$383,700

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$969,300	\$383,700	\$1,353,000
2017	\$1,149,100	\$403,500	\$1,552,600
2016	\$1,149,100	\$403,500	\$1,552,600

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$678,510	\$268,590	\$947,100
2017	\$804,370	\$282,450	\$1,086,820
2016	\$804,370	\$282,450	\$1,086,820

Matt Mason

From: Lawrence O'Halloran <lawrenceohalloran@gmail.com>
Sent: Wednesday, February 26, 2020 12:34 PM
To: Matt Mason
Subject: Fwd: 65 Hurlbutt Street, Wilton CT
Attachments: 65 Hurlbutt, Wilton .pdf

> Hi Matt- Below are two pdfs with the MLS data for our home. Please let me know if you need anything else.

Lawrence

Property Marketing History

65 Hurlbutt Street, Wilton, CT 06897


<u>170139878</u>	Single Family For Sale	DOM: 161	CDOM: 161	List Office: <u>Will</u>
Change Type	Price History	Change Details	When Changed	
Closed	\$1,112,500	D -> CL	04/15/19 12:29 PM	
Deposit		SH -> D	04/10/19 12:10 AM	
Show		A -> SH	02/08/19 11:19 AM	
Price Decrease	\$1,189,900	\$1,289,900 -> \$1,189,900	12/11/18 10:38 PM	
New Listing	\$1,289,900	ACTV -> \$1,289,900	10/31/18 10:56 AM	



<u>170009697</u>	Single Family For Sale	DOM: 62	CDOM: 497	List Office: <u>Cold</u>
Change Type	Price History	Change Details	When Changed	
Closed	\$1,125,000	D -> CL	11/30/17 11:15 AM	
Deposit		SH -> D	11/30/17 11:14 AM	
Show		A -> SH	10/30/17 08:07 AM	
Price Decrease	\$1,199,000	\$1,275,000 -> \$1,199,000	10/18/17 05:20 PM	
New Listing	\$1,275,000	ACTV -> \$1,275,000	08/29/17 02:07 PM	



99160421 **Single Family For Sale** DOM: 348 CDOM: 435 List Office: **Cold**

Change Type	Price History	Change Details	When Changed
Cancelled		A -> C	08/29/17 01:05 PM
Price Decrease	\$1,275,000	\$1,300,000 -> \$1,275,000	07/28/17 11:44 AM
Price Decrease	\$1,300,000	\$1,350,000 -> \$1,300,000	07/13/17 03:00 PM
Price Decrease	\$1,350,000	\$1,397,500 -> \$1,350,000	06/02/17 04:40 PM
Price Decrease	\$1,397,500	\$1,450,000 -> \$1,397,500	04/20/17 11:45 AM
Back On Market		SH -> A	04/20/17 11:45 AM
Show		A -> SH	03/18/17 09:43 AM
Back On Market		SH -> A	03/17/17 01:25 PM
Show		A -> SH	02/21/17 03:15 PM
Price Decrease	\$1,450,000	\$1,489,000 -> \$1,450,000	01/06/17 04:39 PM
Price Decrease	\$1,489,000	\$1,515,000 -> \$1,489,000	10/07/16 05:47 PM
New Listing	\$1,515,000	ACTV -> \$1,515,000	09/15/16 02:23 PM



99150684 **Single Family For Sale** DOM: 87 CDOM: 87 List Office: **Cold**

Change Type	Price History	Change Details	When Changed
Cancelled		A -> C	09/15/16 02:13 PM
Price Decrease	\$1,519,000	\$1,549,000 -> \$1,519,000	08/24/16 10:54 AM
Price Decrease	\$1,549,000	\$1,625,000 -> \$1,549,000	07/01/16 09:54 AM
New Listing	\$1,625,000	ACTV -> \$1,625,000	06/20/16 02:07 PM



99061462 **Single Family For Sale** DOM: 84 CDOM: 84 List Office: **Hast**

Change Type	Price History	Change Details	When Changed
Closed	\$1,675,000	D -> CL	07/23/14 12:34 PM
Deposit		SH -> D	07/10/14 10:14 AM
Show		A -> SH	05/27/14 07:30 AM
Price Decrease	\$1,689,000	\$1,749,900 -> \$1,689,000	05/20/14 09:39 AM
New Listing	\$1,749,900	ACTV -> \$1,749,900	04/17/14 11:21 AM



98187825 **Single Family For Sale** DOM: 91 CDOM: 91 List Office: **Wilt**

Change Type	Price History	Change Details	When Changed
Closed	\$2,075,000	D -> CL	09/23/04 05:42 PM
Deposit		SH -> D	04/14/04 03:47 PM
Show		A -> SH	04/14/04 03:47 PM
New Listing	\$2,075,000	ACTV -> \$2,075,000	02/16/04 08:57 PM

Scacco, Sarah

From: Matt Mason [mmason@gregoryandadams.com]
Sent: Wednesday, May 20, 2020 12:41 PM
To: Scacco, Sarah
Subject: Tax Appeal - 65 Hurlbutt Street
Attachments: Supplemental Submission re 65 Hulbutt Comparable Sales.pdf

Ms. Scacco,

We represent Lawrence and Becky O'Halloran, owners of 65 Hurlbutt Street.

At the conclusion of last week's hearing, the BAA gave us permission to make a supplemental submission with respect to additional comparable sales for the property beyond the near contemporaneous sale of the subject that was fully presented. Attached is a chart of what we believe are comparable sales/assessments supporting our valuation, as well as the Assessor's cards for each such sale/property for the BAA's convenience. We would appreciate it if you would forward this to the BAA in accordance with their request. We would be happy to meet with the BAA again if they should so desire.

Thank you for your assistance and I hope this email finds you well.

Regards,

Matt Mason

Matthew C. Mason, Esq.
Direct Dial: 203-571-6308

GREGORY AND ADAMS, P.C.
ATTORNEYS AT LAW
190 OLD RIDGEFIELD ROAD WILTON, CT 06897 203-762-9000 www.gregoryandadams.com

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COMPARABLE SALES CHART – 65 HURLBUTT STREET

ADDRESS	ROOMS	BEDS	BATHS #- full/half	SF	ACRES	SALE DATE	SALE PRICE	APPRAISAL	ASSESSMENT
65 Hurlbutt (subject)	12	5	4-2/2	6,342	1.33	11-30-2017	\$1,125,000	1,353,000	974,100
13 Woodway	10	4	4-3/1	4,783 (+pool and 1784 fin. Basement)	1.27	3-16-2018	\$1,125,000	1,175,700	822,990
209 Dudley	12	5	4-3/1	5,337	1.0	10-5-2017	\$1,025,000	1,032,600	722,820
190 Sturges Ridge ¹	13	6	5-4/1	5,317 (+pool)	2.15	1997		1,060,300	742,210

¹ This property is not a recent sale, but is a comparable home assessed much lower than the subject.

65 HURLBUTT ST

Location 65 HURLBUTT ST

Mblu 31 / 25 /

Acct# 004977

Owner O'HALLORAN JAMES
LAWRENCE &

Assessment \$947,100

Appraisal \$1,353,000

PID 1436

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$969,300	\$383,700	\$1,353,000
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$678,510	\$268,590	\$947,100

Owner of Record

Owner O'HALLORAN JAMES LAWRENCE &
Co-Owner O'HALLORAN BECKY AVA
Address 65 HURLBUTT ST
WILTON, CT 06897

Sale Price \$1,112,500
Certificate
Book & Page 2495/1145
Sale Date 04/15/2019
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
O'HALLORAN JAMES LAWRENCE &	\$1,112,500		2495/1145	00	04/15/2019
NETZHAMMER EDWARD S &	\$1,125,000		2482/0882	00	12/06/2017
DRUMGOOLE CHRISTOPHER &	\$1,675,000		2387/0048	SW	07/23/2014
DAHL JASON B & JENNIFER L	\$2,075,000		1712/0131	WD	07/15/2004
EMILIO TOMAS & SONS LLC	\$600,000		1636/0147	WD	11/13/2003

Building Information

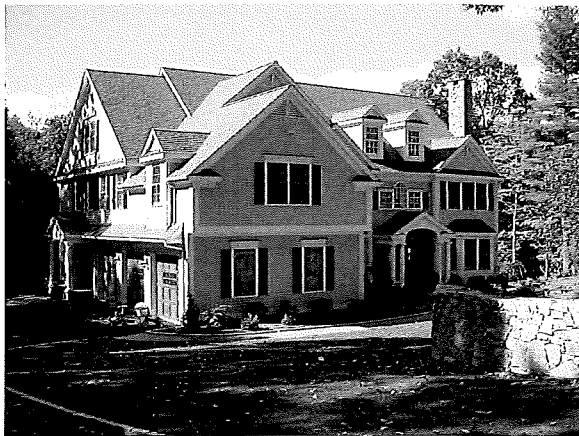
Building 1 : Section 1

Year Built: 2004

Building Photo

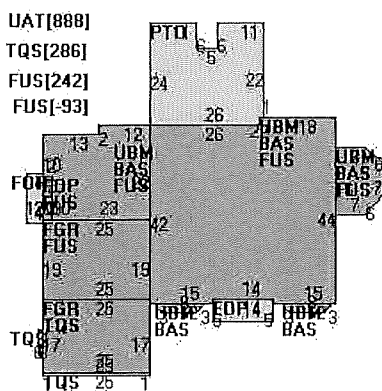
Living Area: 6,342
Replacement Cost: \$1,089,095
Building Percent Good: 89
Replacement Cost Less Depreciation: \$969,300

Building Attributes	
Field	Description
Style	Colonial
Model	Residential
Grade:	Excellent +
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt Shngl.
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air
AC Type:	Central
Total Bedrooms:	5 Bedrooms
Total Bthrms:	4
Total Half Baths:	2
Extra Fix	
Total Rooms:	12 Rooms
Bath Style:	Average
Kitchen Style:	Average
Elevator	
Fireplaces	4
Sauna	
Spa/Jet Tub	1
Whirlpool Tub	
Cath. Cell	93
# of Kitchens	



(<http://images.vgsi.com/photos/WiltonCTPhotos//00\00\83\01.jpg>)

Building Layout



(http://images.vgsi.com/photos/WiltonCTPhotos//Sketches/1436_1436.jpg)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	3,176	3,176
BAS	First Floor	2,572	2,572
TQS	Three Quarter Story	742	594
FGR	Garage	900	0
FOP	Open Porch	138	0
PTO	Patio	616	0
UAT	Attic, Unfinished	888	0
UBM	Basement, Unfinished	2,572	0
		11,604	6,342

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code	1-1
Description	Residential
Zone	R-2
Neighborhood	04
Alt Land Appr	No
Category	

Land Line Valuation

Size (Acres)	1.33
Frontage	
Depth	
Assessed Value	\$268,590
Appraised Value	\$383,700

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$969,300	\$383,700	\$1,353,000
2018	\$969,300	\$383,700	\$1,353,000
2018	\$969,300	\$383,700	\$1,353,000

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$678,510	\$268,590	\$947,100
2018	\$678,510	\$268,590	\$947,100
2018	\$678,510	\$268,590	\$947,100

13 WOODWAY LA

Location 13 WOODWAY LA

Mblu 14/ / 1/2 /

Acct# 070443

Owner SANTISI DAVID

Assessment \$822,990

Appraisal \$1,175,700

PID 580

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$712,200	\$463,500	\$1,175,700
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$498,540	\$324,450	\$822,990

Owner of Record

Owner SANTISI DAVID
Co-Owner
Address 13 WOODWAY LA
WILTON, CT 06897

Sale Price \$1,125,000
Certificate
Book & Page 2484/1021
Sale Date 03/06/2018
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SANTISI DAVID	\$1,125,000		2484/1021	00	03/06/2018
TROFA FLORINDO M & ROSEMARIE K	\$840,000		0993/0341	00	06/04/1996
TROFA CONSTRUCTION	\$480,000		0943/0313	00	05/17/1995
DIBNER, DAVID TRUSTEE	\$0		0648/0342	00	06/03/1988

Building Information

Building 1 : Section 1

Year Built: 1996
Living Area: 4,783
Replacement Cost: \$808,372
Building Percent Good: 83

Replacement Cost
Less Depreciation: \$670,900

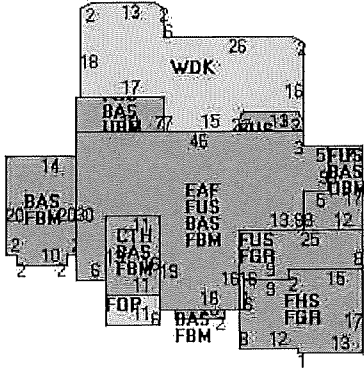
Building Attributes	
Field	Description
Style	Colonial
Model	Residential
Grade:	Excellent
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt Shngl.
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Hydro Air
AC Type:	Central
Total Bedrooms:	4 Bedrooms
Total Bthrms:	4
Total Half Baths:	1
Extra Fix	
Total Rooms:	10
Bath Style:	Average
Kitchen Style:	Average
Elevator	
Fireplaces	3
Sauna	
Spa/Jet Tub	1
Whirlpool Tub	1
Cath. Ceil	401
# of Kitchens	

Building Photo



(<http://images.vgsi.com/photos/WiltonCTPhotos/A00100123/93.jpg>)

Building Layout



(http://images.vgsi.com/photos/WiltonCTPhotos/Sketches/580_580.jpg)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	2,079	2,079
FUS	Upper Story, Finished	1,809	1,809
EAF	Attic, Expansion, Finished	1,248	624
FHS	Half Story, Finished	387	271
CTH	Cathedral	176	0
FBM	Basement, Finished	1,794	0
FGR	Garage	613	0
FOP	Open Porch	66	0
UBM	Basement, Unfinished	285	0
WDK	Wood Deck	802	0
		9,259	4,783

Extra Features

Extra Features	Legend
----------------	--------

Code	Description	Size	Value	Bldg #
SAU	Sauna	64 S.F.	\$4,800	1

Land

Land Use

Use Code 1-1
 Description Residential
 Zone R-2
 Neighborhood 07
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 1.27
 Frontage
 Depth
 Assessed Value \$324,450
 Appraised Value \$463,500

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SPL3	Pool IG Gunite			720 S.F.	\$17,300	1
FGRA	Garage .75 S U			648 S.F.	\$14,400	1
SHD1	Shed			140 S.F.	\$1,700	1
PAT1	Patio			192 S.F.	\$1,000	1
WHL2	Whirlpool Spa			1 UNITS	\$2,100	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$712,200	\$463,500	\$1,175,700
2018	\$712,200	\$463,500	\$1,175,700
2018	\$712,200	\$463,500	\$1,175,700

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$498,540	\$324,450	\$822,990
2018	\$498,540	\$324,450	\$822,990
2018	\$498,540	\$324,450	\$822,990

209 DUDLEY RD

Location 209 DUDLEY RD

Mblu 30 / 42 / 1

Acct# 004586

Owner SHARMA VIMAL &

Assessment \$722,820

Appraisal \$1,032,600

PID 1399

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$633,600	\$399,000	\$1,032,600
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$443,520	\$279,300	\$722,820

Owner of Record

Owner SHARMA VIMAL &
Co-Owner GAUR PREETI
Address 209 DUDLEY RD
WILTON, CT 06897

Sale Price \$1,025,000
Certificate
Book & Page 2481/0204
Sale Date 10/05/2017
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SHARMA VIMAL &	\$1,025,000		2481/0204	00	10/05/2017
POIRIER COLETTE M	\$0		2409/0021	QC	01/13/2015
POIRIER GUY A & COLETTE M	\$280,000		0789/0182	00	05/29/1992

Building Information

Building 1 : Section 1

Year Built: 1953
Living Area: 5,337
Replacement Cost: \$702,546
Building Percent Good: 85

Replacement Cost
Less Depreciation: \$597,200

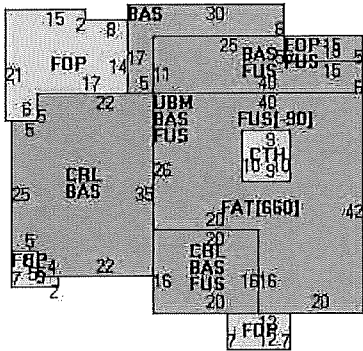
Building Attributes	
Field	Description
Style	Colonial
Model	Residential
Grade:	Average ++
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt Shngl.
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air
AC Type:	Central
Total Bedrooms:	5 Bedrooms
Total Bthrms:	4
Total Half Baths:	1
Extra Fix	
Total Rooms:	12 Rooms
Bath Style:	Remodeled
Kitchen Style:	Remodeled
Elevator	
Fireplaces	1
Sauna	
Spa/Jet Tub	
Whirlpool Tub	
Cath. Cell	90
# of Kitchens	

Building Photo



(<http://images.vgsi.com/photos/WiltonCTPhotos/A00\01\21\87.jpg>)

Building Layout



(http://images.vgsi.com/photos/WiltonCTPhotos/Sketches/1399_1399.jpg)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	3,175	3,175
FUS	Upper Story, Finished	2,030	2,030
FAT	Attic, Finished	660	132
CRL	Crawl Space	1,215	0
CTH	Cathedral	90	0
FOP	Open Porch	584	0
UBM	Basement, Unfinished	1,360	0
		9,114	5,337

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 1-1
Description Residential
Zone R-2
Neighborhood 05
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 1
Frontage
Depth
Assessed Value \$279,300
Appraised Value \$399,000

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	Shed			112 S.F.	\$1,300	1
FOP	Framed porch			299 S.F.	\$5,700	1
FGR1	Garage			1104 S.F.	\$29,400	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$633,600	\$399,000	\$1,032,600
2018	\$633,600	\$399,000	\$1,032,600
2018	\$633,600	\$399,000	\$1,032,600

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$443,520	\$279,300	\$722,820
2018	\$443,520	\$279,300	\$722,820
2018	\$443,520	\$279,300	\$722,820

190 STURGES RIDGE RD

Location 190 STURGES RIDGE RD

Mblu 5 / 48 / 1

Acct# 000172

Owner APUZZO JOSEPH F &
BARBARA

Assessment \$742,210

Appraisal \$1,060,300

PID 228

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$636,100	\$424,200	\$1,060,300
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$445,270	\$296,940	\$742,210

Owner of Record

Owner APUZZO JOSEPH F & BARBARA
Co-Owner
Address 190 STURGES RDG RD
WILTON, CT 06897

Sale Price \$625,000
Certificate
Book & Page 1056/0186
Sale Date 08/28/1997
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
APUZZO JOSEPH F & BARBARA	\$625,000		1056/0186	00	08/28/1997
SLATE, WILLIAM + DORITA B	\$560,000		0666/0313	00	11/01/1988

Building Information

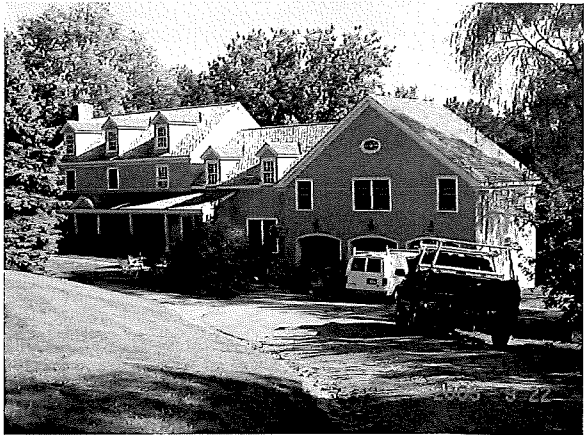
Building 1 : Section 1

Year Built: 1969
Living Area: 5,317
Replacement Cost: \$767,539
Building Percent Good: 81

Replacement Cost
Less Depreciation: \$621,700

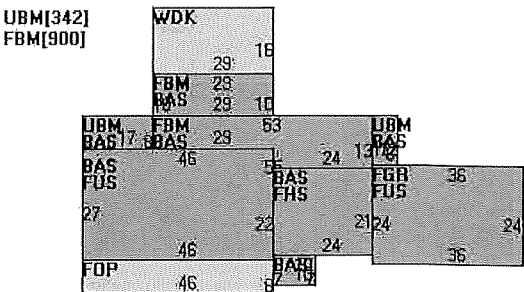
Building Attributes	
Field	Description
Style	Colonial
Model	Residential
Grade:	Average ++
Occupancy	1
Exterior Wall 1	Wood Shingle
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Wood Shingle
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	Central
Total Bedrooms:	6 Bedrooms
Total Bthrms:	5
Total Half Baths:	1
Extra Flx	
Total Rooms:	13 Rooms
Bath Style:	Average
Kitchen Style:	Average
Elevator	
Fireplaces	1
Sauna	
Spa/Jet Tub	1
Whirlpool Tub	
Cath. Ceil	
# of Kitchens	

Building Photo



(<http://images.vgsi.com/photos/WiltonCTPhotos/A00\00\85\35.jpg>)

Building Layout



(http://images.vgsi.com/photos/WiltonCTPhotos/Sketches/228_228.jpg)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	2,858	2,858
FUS	Upper Story, Finished	2,106	2,106
FHS	Half Story, Finished	504	353
FBM	Basement, Finished	1,734	0
FGR	Garage	864	0
FOP	Open Porch	368	0
UBM	Basement, Unfinished	550	0
WDK	Wood Deck	464	0
		9,448	5,317

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 1-1
Description Residential
Zone R-2
Neighborhood 05
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 2.15
Frontage
Depth
Assessed Value \$296,940
Appraised Value \$424,200

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SPL2	Pool IG Vynl			665 S.F.	\$14,400	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$636,100	\$424,200	\$1,060,300
2018	\$636,100	\$424,200	\$1,060,300
2018	\$636,100	\$424,200	\$1,060,300

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$445,270	\$296,940	\$742,210
2018	\$445,270	\$296,940	\$742,210
2018	\$445,270	\$296,940	\$742,210