STATE OF NEW YORK COURT : COUNTY OF	_
Plaintiff v.	COMPLAINT
Defendants	Index No.
The plaintiff herein, by defendants above named, and for its cause of action	
FIRST: That the plaintiff herein is, and at all	
banking corporation organized and existing under a	•
York, having its office and principal place of bus	
, County of	and State of New York.
SECOND: Upon information and belief, th	at at all times hereinafter mentioned, the
defendant(s) set forth in "Schedule A Defendant	

SECOND: Upon information and belief, that at all times hereinafter mentioned, the defendant(s) set forth in "Schedule A—Defendants" reside or have a place of business at the address set forth therein (any that are corporations being organized and existing under the laws of the State set forth therein) and are made defendants in this action in the capacities therein alleged and for the reasons set forth in said Schedule.

THIRD: That the United States of America, the People of the State of New York, the State Tax Commission of the State of New York, the Industrial Commissioner of the State of New York, and all other agencies or instrumentalities of the Federal, State or local government (however designated), are made parties solely by reason of the facts set forth in Schedule B.

FOURTH: That heretofore the defendants named in Schedule C (Schedule C being a copy of the bond or note, or an accurate reference to the assumption agreement, evidencing the indebtedness to plaintiff), for the purpose of securing to plaintiff, its successor and assigns, a sum of money, duly executed and acknowledged a certain bond or note whereby they bound themselves, their successors or their heirs, executors, administrators and assigns, and each and every one of them, jointly and severally, in the amount of said sum of money, all as more fully appears together with the terms of repayment of said sum and rights of the plaintiff in Schedule C.

FIFTH: That as security for the payment of said indebtedness, a mortgage was executed (Schedule D being a copy of said mortgage(s)), acknowledged and delivered to the plaintiff or its assignor, whereby the mortgagor or mortgagors therein named, bargained, granted and sold to the mortgagee named therein, its successors and assigns, the premises more particularly described therein (hereinafter called "mortgaged premises"), under certain conditions with rights, duties and privileges between or among them as more fully appears in said mortgage.

SIXTH: That the said mortgage was duly recorded (and the mortgage tax due thereon was duly paid) in the proper County Clerk's Office at the place and time which appears thereon.

EIGHTH: That Schedule E sets forth the principal balance due and the date (and rate) from which interest accrued and all other items and charges arising from said default which are now due.

NINTH: That in order to protect its security, the Plaintiff has paid, if set forth in Schedule E, or may be compelled during the pendency of this action to pay local taxes, assessments, water rates, insurance premium and other charges affecting the mortgaged premises, and the plaintiff requests that any sums thus paid by it for said purposes (together with interest thereon), should be added to the sum otherwise due and be deemed secured by the said mortgage and be adjudged a valid lien on the mortgaged premises.

TENTH: That all the defendants herein have, or claim to have, some interest in, or lien upon said mortgaged premises or some part thereof, which interest or lien, if any, has accrued subsequent to the lien of plaintiff's mortgage.

ELEVENTH: That the plaintiff is now the sole, true and lawful owner of the said bond/note and mortgage securing the same and there are no pending proceedings at law or otherwise to collect or enforce said bond/note and mortgage.

TWELFTH: That Schedules A, B, C, D and E are expressly incorporated and made a part of the Complaint for all purposes with the same force and effect as if they were completely and fully set forth herein whenever reference has been made to each or any of them.

THIRTEENTH: That by reason of the foregoing, there is now due and owing to the plaintiff upon said bond or note, the amount set forth in Schedule E.

WHEREFORE, plaintiff demands judgment, adjudging and decreeing the amounts due the plaintiff for principal, interest, costs and reasonable attorney's fees, if provided for in the said bond/note or mortgage and that the defendants and all persons claiming by, through or under them, or either or any of them, subsequent to the commencement of this action and every other person or corporation whose right, title, conveyance or encumbrance is subsequent to or subsequently recorded, may be barred and forever foreclosed of all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; that the said mortgaged premises, or such part thereof as may be necessary to raise the amounts due for principal, interest, costs, allowances and disbursements, together with any monies advanced and paid, may be decreed to be sold according to law; that out of the monies arising from the sale thereof, the plaintiff may be paid the amounts due on said bond/note and mortgage and any sum which may be paid by the

plaintiff to protect the lien of plaintiff's mortgage as herein set forth, with interest upon said amounts from the dates of the respective payments and advances thereof, the costs and expenses of this action, and reasonable attorney's fees, if provided for in said bond, note or mortgage, so far as the amount of such money properly applicable thereto will pay the same; that either or any of the parties to this action may become a purchaser upon such sale; that this Court, if requested, forthwith appoint a Receiver of the rents and profits of said premises with the usual powers and duties; and that the defendants referred to in paragraph SEVENTH of this Complaint, may be adjudged to pay any deficiency that may remain after applying all of said monies so applicable thereto and that the plaintiff may have such other or further relief, or both, in the premises as may be just and equitable. Plaintiff specifically reserves its right to share in any surplus monies arising from the sale of subject premises by virtue of its position as a judgment or other lien creditor excluding the mortgage being foreclosed herein.

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[Signing Attorney's Name] Attorney for Plaintiff [Office & P.O. Address]