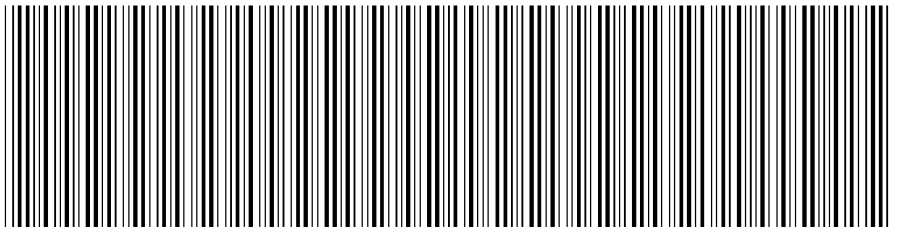


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2018112701109001001E5B0D

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 13

Document ID: 2018112701109001
Document Type: COURT ORDER
Document Page Count: 11

Document Date: 09-24-2018

Preparation Date: 11-27-2018

PRESENTER:

ADAM LEITMAN BAILEY, P.C.
ONE BATTERY PARK PLAZA, 18TH FLOOR
ATTN: JACKIE HALPERN WEINSTEIN, ESQ.
NEW YORK, NY 10004
212-825-0365
JWEINSTEIN@ALBLAWFIRM.COM

RETURN TO:

ADAM LEITMAN BAILEY, P.C.
ONE BATTERY PARK PLAZA, 18TH FLOOR
ATTN: JACKIE HALPERN WEINSTEIN, ESQ.
NEW YORK, NY 10004
212-825-0365
JWEINSTEIN@ALBLAWFIRM.COM

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|--|-------|-----|------------|--------------------|
| QUEENS | 5980 | 27 | Entire Lot | 203-18 27TH AVENUE |
| Property Type: DWELLING ONLY - 1 FAMILY | | | | |

CROSS REFERENCE DATA

CRFN: 2016000222124

Additional Cross References on Continuation Page

PARTIES

PARTY 1/GRANTOR:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE
C/O ADAM LEITMAN BAILEY, P.C., ONE BATTERY PARK PLAZA, 18TH FLOOR

Additional Parties Listed on Continuation Page

PARTY 2/GRANTEE:

STEPHEN KEEGAN
AS EXECUTOR OF THE ESTATE OF RICHARD L. KEEGAN, C/O LESTER & ASSOC., 600 OLD COUNTRY RD, STE 229
GARDEN CITY, NY 11530

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 92.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

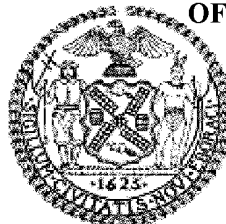
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 11-30-2018 11:20

City Register File No.(CRFN):

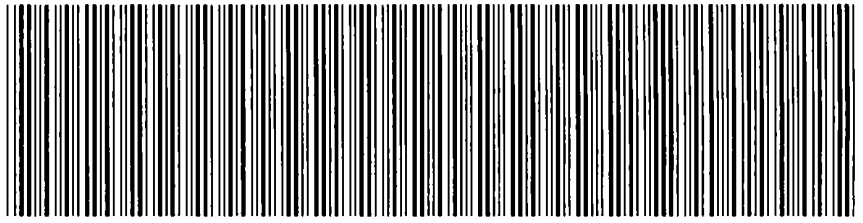
2018000395801



Annette McMill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2018112701109001001C598D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 13

Document ID: 2018112701109001

Document Date: 09-24-2018

Preparation Date: 11-27-2018

Document Type: COURT ORDER

CROSS REFERENCE DATA

CRFN: 2016000222125

PARTIES

PARTY 2/GRANTEE:

**CHEN LI FA LLC
C/O BORCHERT & LASPINA, P.C., 19-02 WHITESTONE
EXPRESSWAY, STE 302
WHITESTONE, NY 11357**

PARTY 2/GRANTEE:

**CATHAY BANK
C/O BORCHERT & LASPINA, P.C., 19-02 WHITESTONE
EXPRESSWAY, STE 302
WHITESTONE, NY 11357**

Certification

STATE OF NEW YORK, COUNTY OF QUEENS, SS:

I, Audrey I. Pheffer, County Clerk and Clerk of Supreme Court Queens County,

do hereby certify that on November 14, 2018 I have compared

the document attached hereto,

708111/18 STIPULATION OF SETTLEMENT AND MUTUAL RELEASE page(s) 1-10

with the originals filed in my office and the same is a correct transcript

therefrom and of the whole of such original in witness

whereto I have affixed my signature and seal.

A handwritten signature in black ink, reading "Audrey I. Pheffer". The signature is written in a cursive style with a large initial "A".

**AUDREY I. PHEFFER
QUEENS COUNTY CLERK**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Index No.: 708111/2018

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
TRUSTEE FOR SECURITIZED ASSET BACKED
RECEIVABLES LLC TRUST 2007-NCI, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-NCI,

Plaintiff,

-against-

STEPHEN KEEGAN as EXECUTOR OF THE ESTATE OF
RICHARD L. KEEGAN, CHEN LI FA LLC, CATHAY BANK,
NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, and
JOHN DOE #1-10, the last ten names being fictitious and unknown
to plaintiff, the parties intended being the tenants, occupants,
persons, or entities, if any, having or claiming an interest in the
premises described in the complaint,

Defendants.

**STIPULATION OF
SETTLEMENT
AND MUTUAL
RELEASE**

Premises:
203-18 27th Avenue,
Bayside, NY
Block 5980, Lot 27

THIS STIPULATION OF SETTLEMENT AND MUTUAL RELEASE (the
"Agreement") is made this 21st day of September, 2018, by and between DEUTSCHE BANK
NATIONAL TRUST COMPANY, AS TRUSTEE FOR SECURITIZED ASSET BACKED
RECEIVABLES LLC TRUST 2007-NCI, MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2007-NCI ("Deutsche Bank"), STEPHEN KEEGAN as EXECUTOR OF THE
ESTATE OF RICHARD L. KEEGAN ("Keegan"), CHEN LI FA LLC ("CLF"), CATHAY
BANK ("Cathay"), and OCWEN LOAN SERVICING, LLC ("Ocwen"), by their respective
undersigned counsel, all of which are sometimes hereinafter referred to as the "Parties," or
sometimes, individually, as "Party"; and

WHEREAS, on September 13, 2006, decedent Richard L. Keegan executed a note (the
"Note") and mortgage in favor of New Century Mortgage Corporation in the principal amount of
\$475,000.00 (the "Mortgage"), which Note and Mortgage are currently owned by Deutsche
Bank; and

FILED
NOV - 9 2018
COUNTY CLERK
QUEENS COUNTY

WHEREAS, Deutsche Bank commenced an action with respect to the Note and Mortgage against, inter alia, Keegan, CLF, and Cathay, styled *DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2007-NC1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC1 v. STEPHEN KEEGAN as EXECUTOR OF THE ESTATE OF RICHARD L. KEEGAN, et. al*, under Index No. 708111/2018 in Queens Supreme Court (“Deutsche Bank’s Action”);

WHEREAS, in connection with Deutsche Bank’s Action, Deutsche Bank caused to be filed with the Queens County Clerk a Notice of Pendency on May 24, 2018 (the “Notice of Pendency”);

WHEREAS, Defendant Keegan commenced a separate action against Ocwen styled *STEPHEN KEEGAN AS EXECUTOR FOR THE ESTATE OF RICHARD KEEGAN v. OCWEN LOAN SERVICING, LLC*, under Index No. 604985/2018 in Nassau Supreme Court with respect to the Note and Mortgage (“Keegan’s Action”);

WHEREAS, Deutsche Bank and Ocwen assert that, good through September 28, 2018, there is \$473,120.16 due and owing under the terms of Note and Mortgage (the “Payoff Amount”);

WHEREAS, the Parties who are party to Deutsche Bank’s Action have reached an agreement to settle and resolve all disputes and claims raised in Deutsche Bank’s Action and wish to confirm and memorialize their settlement in this Agreement;

WHEREAS, the Parties who are party to the Keegan Action have reached an agreement to settle and resolve all disputes and claims raised in the Kegan Action and wish to confirm and memorialize their settlement in this Agreement;

WHEREAS, no Party is or might be an infant, mentally retarded, mentally ill, an alcohol

abuser, an incompetent person for whom a committee has been appointed, or a conservatee, and upon information and belief, there are no defendants unknown to the Parties, and any judgment related to this Agreement will not affect a person or persons not in being or ascertained at the commencement of Deutsche Bank's Action or Keegan's Action, and every person in being, who may have or have had an estate or interest in the Premises is named as a party hereto.

NOW, THEREFORE, the Parties have agreed, in consideration of the terms, conditions, promises, and releases hereinafter contained in this Agreement, as follows:

1) Incorporation of the Recitals. The foregoing recitals are specifically incorporated herein by reference.

2) The Payments. In consideration of the terms, conditions, promises, and releases hereinafter contained in this Agreement, and in full and final settlement of all claims raised in Deutsche Bank's Action and/or Keegan's Action, the Parties agree that (1) Keegan shall pay to Deutsche Bank the sum of \$447,465.58 (the "Keegan Payment"), (2) Cathay and CLF shall pay to Deutsche Bank the aggregate sum of \$5,000.00 (the "CLF/Cathay Payment"), and (3) First American Title Insurance Company shall pay to Deutsche Bank \$20,654.58 (the "First American Payment", and together with the Keegan Payment and the CLF/Cathay Payment, collectively, the "Payments"). Each of the Payments shall be paid on or before Monday, September 24, 2018 payable to Adam Leitman Bailey, P.C., as attorneys, and shall be delivered to Adam Leitman Bailey, P.C. at One Battery Park Plaza, 18th Floor, New York, NY 10004, by check or via wire pursuant to the following wire instructions:

BANK INFORMATION:
ROUTING # 026013576
ACCOUNT # 1501972106

SIGNATURE BANK
923 BROADWAY
WOODMERE, NEW YORK 11598

3) Wire to Ocwen. Upon receipt of the Payments, Adam Leitman Bailey, P.C. shall

immediately, and by no later than September 28, 2018, wire the Payments to Ocwen.

4) Cancellation of Note/Satisfaction of Mortgage. Upon Adam Leitman Bailey, P.C. receiving confirmed receipt of the Payments from Ocwen, (1) the Note shall be deemed paid and the Mortgage shall be deemed satisfied, and (2) Deutsche Bank shall, within ten (10) business days thereof, TIME BEING OF THE ESSENCE, deliver the original Note marked "Canceled" to Keegan (and Keegan shall immediately confirm receipt thereof in writing to counsel for Cathay and CLF). If Deutsche Bank fails to comply with the terms of this Paragraph, it shall cause the return of the Keegan Payment to Keegan and the Cathay/CLF Payment to counsel for Cathay and CLF.

5) No Balance Waiver. As Ocwen will be receiving the full Payoff Amount for the Note and Mortgage, Deutsche Bank, Keegan, and Ocwen agree that there is no balance waiver and no debt forgiveness to report to the Internal Revenue Service (IRS) on Form 1099-C or otherwise. In the mistaken event that Ocwen prints a Form 1099-C and reports it to the IRS, however, (i) First American Title Insurance Company, upon receiving immediate notice of the mistaken event, will reimburse Keegan up to \$2,500.00 for any legal and/or accounting fees that Keegan is forced to pay to resolve any erroneous tax implication, and (ii) Ocwen will withdraw the Form 1099-C.

6) Surrender of Claims. Deutsche Bank, Keegan, and Ocwen hereby agree to discontinue and withdraw, for all eternity and with prejudice, any claim, cross claim, counterclaim, action, third party action, assertion, or other basis for relief relating to the Note, Mortgage, Payments, and/or Payoff Amount, including specifically, without limitation, Deutsche Bank, Keegan, and Ocwen agree that, in consideration of the Payments, the Mortgage is fully satisfied, and none of them are liable to any other of them for attorney's fees, expenses, exemplary damages, consequential damages, or treble damages, except as otherwise provided herein.

7) Discontinuance of Plaintiff's Action. Upon Ocwen confirming receipt of the Payments in accordance with the terms of this Agreement, (1) Deutsche Bank shall promptly take all necessary steps to immediately cancel the Notice of Pendency in accordance with the provisions of CPLR 6514(d), and (2) all Parties to Deutsche Bank's Action shall promptly execute and deliver to each of the other parties to Deutsche Bank's Action, a stipulation (a) withdrawing all pending motions in Deutsche Bank's Action and (b) discontinuing Deutsche Bank's Action with prejudice and without costs. All parties to Deutsche Bank's Action shall, at their own cost and expense, take all actions necessary in furtherance of the foregoing.

8) Discontinuance of Keegan's Action. Upon Ocwen confirming receipt of the Payments in accordance with the terms of this Agreement, all Parties to Keegan's Action shall promptly execute and deliver, to each of the other parties to Keegan's Action, a stipulation (a) withdrawing all pending motions in Keegan's Action and (b) discontinuing Keegan's Action with prejudice and without costs. All parties to Keegan's Action shall, at their own cost and expense, take all actions necessary in furtherance of the foregoing.

9) Mutual Releases of the Parties to Deutsche Bank's Action. Upon Ocwen confirming receipt of the Payments in accordance with the terms of this Agreement, in consideration of the covenants hereinabove and hereinafter stated, the Parties who are party to Deutsche Bank's Action, each, for themselves, and for their respective successors, legal representatives, parent companies, subsidiaries and affiliates, officers, fiduciaries, members, employees, agents, heirs, distributees, attorneys, and assigns, shall be deemed to release and discharge each other, for themselves and their respective successors, legal representatives, parent companies, subsidiaries and affiliates, officers, fiduciaries, members, employees, agents, heirs, distributees, attorneys, and assigns, of and from any and all actions, causes of action, claims, cross claims,

counterclaims, third party claims, obligations, costs, losses, liabilities, damages, agreements, covenants, understandings, suits, debts, variances, trespasses, accounts, controversies, promises, expenses, attorneys' fees and demands of whatsoever character, whether or not known, suspected or claimed, asserted or unasserted, which they, or either of them, or any of them, has had or hereafter may have, against the other, from the beginning of time to the date of this Agreement (each, a "Claim"), incurred or sustained in connection with Deutsche Bank's Action, the Note, and the Mortgage only. Notwithstanding the foregoing, specifically excluded from this release is any Claim Cathay may have as against CLF or that CLF may have as against Cathay. For the avoidance of doubt, specifically excluded from this release is the performance by the Parties to their respective obligations under this Agreement.

10) Mutual Releases of the Parties to Keegan's Action. In consideration of the covenants hereinabove and hereinafter stated, the Parties who are party to Keegan's Action, and First American Title Insurance Company, each, for themselves, and for their respective successors, legal representatives, parent companies, subsidiaries and affiliates, officers, fiduciaries, members, employees, agents, heirs, distributees, attorneys, and assigns, hereby release and discharge each other, for themselves and their respective successors, legal representatives, parent companies, subsidiaries and affiliates, officers, fiduciaries, members, employees, agents, heirs, distributees, attorneys, and assigns, of and from any and all actions, causes of action, claims, cross claims, counterclaims, third party claims, obligations, costs, losses, liabilities, damages, agreements, covenants, understandings, suits, debts, variances, trespasses, accounts, controversies, promises, expenses, attorneys' fees and demands of whatsoever character, whether or not known, suspected or claimed, asserted or unasserted, which they, or either of them, or any of them, has had or hereafter may have, against the other, from the beginning of time to the date

of this Agreement, incurred or sustained in connection with the Note, Mortgage, Payments, and/or Payoff Amount. Notwithstanding the foregoing, specifically excluded from this release is the performance by the Parties and First American Title Insurance Company of their respective obligations under this Agreement.

11) Ownership of Claims. The Parties hereto each represent and warrant that each signatory to this Agreement is authorized and entitled to sign this Agreement on behalf of his or her respective client and warrants to each of the Parties that he/it owns and has not sold, pledged, hypothecated, assigned, or transferred any of the claims being released herein. Specifically, Deutsche Bank warrants to each of the Parties that it owns and has not sold, pledged, hypothecated, assigned, or transferred the Note and Mortgage being satisfied herein.

12) Severability. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, or local law, and, as a result, such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein to the extent that such declaration does not result in any Party hereto being denied a substantial intended benefit hereof.

13) Further Assurances. The Parties hereto agree to execute such further and additional documents, instruments, and writings, and to take any such other action, as may be reasonably necessary, proper, required, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement. The Parties further represent and affirm that the within Agreement accurately expresses the terms of the settlement reached between them.

14) Amendments and Waivers. This Agreement may not be modified, amended, changed,

waived, terminated, or supplemented, in whole or in part, except by an instrument in writing, signed by each of the Parties affected thereby. No failure to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

15) Headings. The titles of paragraphs in this Agreement are for convenience only, are not definitive, and shall not be considered or referred to in resolving questions of interpretation or construction.

16) Jurisdiction. The Parties agree that the Supreme Court of the State of New York, Queens County shall retain jurisdiction (a) to resolve any disputes arising out of this Agreement, and (b) to enforce the terms and provisions of this Agreement.

17) Construction and Binding Effect. This Agreement will be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs, servicers, executors, administrators, and assigns. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

18) Voluntary Agreement. The Parties further represent and declare that it/he/she has carefully read this Agreement, knows and understands the contents thereof without reservation, and is executing the Agreement freely and voluntarily.

19) Representation by Counsel. The Parties acknowledge and warrant that it/he/she has been

represented by counsel or had the opportunity to be represented by counsel of its/his/her own choice throughout all negotiations that preceded the execution of this instrument. Each Party has read this entire instrument and understands such provisions as set forth.

20) Counterparts and Facsimile Signatures. If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart. This Agreement may be executed by original or facsimile signatures, each of which shall be equally binding.

21) Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter hereof. Each of the Parties acknowledges and agrees that no representations or promises have been made to or relied upon by any of them or by any person acting for or on its/her/his behalf in connection with the subject matter of this Agreement, which are not specifically set forth herein. All prior representations and promises made by any Party to another, whether in writing or orally, are understood by the Parties to be merged in this Agreement.

22) No One Drafter. This Agreement is the result of negotiations between the Parties, each of whom was represented by counsel, or had the opportunity to be represented by counsel, and each of the Parties had input into its drafting. Accordingly, no rule of construction of the Agreement against any drafter shall be applied in the event of a dispute.

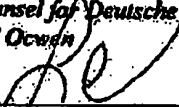
23) Governing Law. This Agreement shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

24) Presentation to the Court. This Agreement can and will be presented to any court by any Party and/or its counsel for filing and/or to be made into an order without further notice.


25) Recording. That the City Register of the County of Queens upon presentation to him or her of a certified copy of this Agreement when so ordered and upon payment of his or her lawful fees shall record this Agreement against the above-mentioned parcel of real property (Block 5980 and Lot 27):

IN WITNESS WHEREOF, the Parties have executed this Agreement as of September 10, 2018.


ADAM LEITMAN BAILEY, P.C.
Counsel for Deutsche Bank and Ocwen

By: 
Jackie Halpern Weinstein, Esq.
One Battery Park Plaza, 18th Floor
New York, NY 10004

LESTER & ASSOCIATES, P.C.
Counsel for Keegan


By: 
John D. Scherer, Esq.
600 Old Country Road, Suite 229
Garden City, NY 11530

BORCHERT & LASPINA, P.C.
Counsel for Chen Li Fa LLC and Cathay Bank

By: 
Robert W. Frommer, Esq.
19-02 Whitestone Expressway, Ste 302
Whitestone, NY 11357

Acknowledge and Agree with respect to Paragraphs 5 and 10, only:


FIRST AMERICAN TITLE INS. CO.
By: Deborah S. Areas, Claims Analyst
(Print Name and Title)

10/19/2018 SO ORDERED: 
J.S.C.

FILED
NOV -9 2018
COUNTY CLERK
QUEENS COUNTY